



**AGENDA
REGULAR MEETING
AGOURA HILLS CITY COUNCIL**

Civic Center - Council Chambers
30001 Ladyface Court, Agoura Hills, California 91301
**Wednesday, October 14, 2026
6:00 PM**

VIA ZOOM:

<https://us02web.zoom.us/j/81057752824>

Webinar ID: 810 5775 2824

VIA TELEPHONE:

+1 669 444 9171 OR +1 669 900 6833

Signup for [E-Notify](#) on the City's website for electronic Agenda notifications and/or other City updates.

Please silence all cell phones and electronic devices during the live meeting. To prevent interference with the audio/visual system, do not join the Zoom Webinar from within the Council Chambers.

City Council meetings are held in person in the Council Chambers, 30001 Ladyface Court, Agoura Hills. Members of the public may attend and participate in person, participate remotely via Zoom, or watch the meeting live on the City's website or YouTube. See the "Public Participation" section of this Agenda for information on submitting public comments and participating in the meeting.

*City Hall and the Council Chambers are wheelchair accessible. In accordance with the **Americans with Disabilities Act (ADA)**, individuals requiring special assistance, disability-related modifications or accommodations, or auxiliary aids to participate in the meeting may contact the City Clerk's Office at (818) 597-7300. To help ensure that reasonable arrangements can be made to provide appropriate access, notification is requested at least 72 hours in advance of the meeting or time when services are needed.*

ATTEND OR WATCH THE MEETING

City Council meetings are held in person in the Council Chambers and remotely. The Council Chambers doors will open to the public 30 minutes before the scheduled start time. Remote meetings begin at the scheduled start time and may be viewed on the City's website at agourahillscity.gov under "Watch Meetings" or on [YouTube](#) by searching "Agoura Hills City Council" and selecting the meeting date; archived meetings are also available on both platforms. [Zoom](#) participants are automatically muted and may view, listen, and provide audio public comment when permitted (see "Public Participation"). Meetings are recorded, and all rules of procedure and decorum apply to both in-person and remote participants.

CALL TO ORDER

LAND ACKNOWLEDGEMENT

PLEDGE OF ALLEGIANCE

Boy Scout Troop 127

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

Proclamation Recognizing the 80th Anniversary of BSA Troop 127
Business of the Month - Sekhon Dental

INTERGOVERNMENTAL, SPECIAL PURPOSE COMMITTEE, AND DEPARTMENTAL REPORTS

Agoura Hills Library Quarterly Update
Clean Power Alliance (CPA) Update

PUBLIC COMMENTS

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

CONSENT CALENDAR

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

1. Approve Minutes of the Regular City Council Meeting of January 14, 2026
RECOMMENDATION: Approve the Minutes as presented.
2. Approve Minutes of the Regular City Council Meeting of February 11, 2026
RECOMMENDATION: Approve the Minutes, as presented.
3. Approve Minutes of the Special Goal-Setting Workshop of March 25, 2026
RECOMMENDATION: Approve the Minutes, as presented.

4. Approve the Minutes of the Regular City Council Meeting of March 25, 2026
RECOMMENDATION: Approve the Minutes, as presented.
5. Approve Minutes of the Regular City Council Meeting of July 8, 2026
RECOMMENDATION: Approve the Minutes, as presented.
6. Approve the Minutes of the Regular City Council Meeting of August 12, 2026
RECOMMENDATION: Approve the Minutes, as presented.
7. Approve Demand Warrant Register No. 960
RECOMMENDATION: Approve Demand Warrant Register No. 960.
8. Approve Award of Agreement for Contractor Services, with RHA Community Works, for On-Call Landscape Architect Services
RECOMMENDATION: Approve Award of Agreement for Contractor Services, with RHA Community Works, for On-Call Landscape Architect Services.
9. Approve Award of Agreement for Design Professional Consultant Services, with Rick Engineering Company, for the Liberty Canyon Channel Restoration Feasibility Study
RECOMMENDATION: 1) Approve Award of Agreement for Design Professional Consultant Services, with Rick Engineering Company, for the Liberty Canyon Channel Restoration Feasibility Study; and, 2) Appropriate \$32,585 of Measure W- Local Funds in the proposed Fiscal Year 2026-27 Budget to the Liberty Canyon Channel Restoration Feasibility Study.
10. Approve Agreement for Purchase of Art Pieces from Martha Moran for the Art in Public Places Program
RECOMMENDATION: Approve Agreement with Martha Moran, the "Ojai Rockstacker," for the purchase of art pieces for inclusion in the City's Art in Public Places Program and authorize the City Manager to execute the Agreement and any related documents.
11. Adopt Ordinance No. 26-489 to Ban the Use and Sale of Glue Traps in the City of Agoura Hills
RECOMMENDATION: Adopt Ordinance No. 26-489; AN ORDINANCE OF THE CITY OF AGOURA HILLS AMENDING THE AGOURA HILLS MUNICIPAL CODE TO ADD A NEW CHAPTER 7 (GLUE TRAPS) TO ARTICLE V (SANITATION AND HEALTH) TO PROHIBIT THE USE AND SALE OF GLUE TRAPS AND MAKING FINDINGS OF EXEMPTION PURSUANT TO CEQA.

CITY COUNCIL, STAFF COMMENTS

ADJOURNMENT

The next Regular City Council Meeting will be held at 6:00 p.m., on October 28, 2026, in the Council Chambers of the Civic Center. The Civic Center is located at 30001 Ladyface Court, Agoura Hills, California.

Members of the public are invited to participate in all Regular City Council Meetings. In accordance with the Brown Act, agendas packets are posted at agourahillscity.gov and agendas are posted on bulletin boards at City Hall, the Agoura Hills Library, and the Recreation and Event Center at least 72 hours in advance. Regular City Council Meetings are held at 6:00 p.m. on the 2nd and 4th Wednesdays of each month in the City Hall Council Chambers at 30001 Ladyface Court, Agoura Hills, California.

The telecast of the Wednesday, Wednesday, October 14, 2026 Regular City Council Meeting will be shown on Channel 10 for Time Warner Cable subscribers and Channel 3 for Charter subscribers and run daily until the next regularly scheduled City Council meeting. The broadcast schedule is as follows: Sa-10am; Su-3pm; M-7pm; T-10am; W-3pm; Th-10am; and F-7pm.

Any disclosable public records related to staff reports or other written documentation for each item of business on this Agenda, or writings or documents distributed by the City to the City Council less than 72 hours prior to the meeting (other than writings legally exempt from public disclosure), will be available for public inspection in the City Clerk's Office at City Hall (30001 Ladyface Court, Agoura Hills) during regular business hours and posted on the City's website.

PUBLIC PARTICIPATION (PUBLIC COMMENT)

Members of the public may comment, in-person in the Council Chambers or remotely via Zoom, under general public comment, if within the subject matter jurisdiction of the City Council, or on any item listed on the Agenda. Speakers will be called in the order of speaker cards submitted or hands raised on Zoom (audio only). Each speaker will have three (3) minutes to speak per item and a speaker's time may not be transferred to another speaker. Written comments will not be read aloud by the City or another speaker. All speakers addressing the City Council are to refrain from disorderly conduct that disrupts or otherwise impedes the orderly conduct of the meeting.

Option A: In-person participation (Council Chambers)

All attendees are requested to silence electronic devices during the meeting. To speak in-person at the live meeting, complete and submit a Speaker's Card to the City Clerk prior to the Mayor announcing the item.

Option B: Remote participation (Zoom Webinar or by Phone)

Individuals wishing to speak remotely (audio only) must be present in the Zoom Webinar (link above) when the item is called and use the "Raise Hand" function in Zoom to request to speak. When recognized by the City Clerk, press the unmute button and provide comments. Individuals joining by telephone, dial the number(s) listed above and enter the Webinar ID. To request to speak, press *9 and when called upon by the City Clerk, press *6 to unmute and provide comments. Participants wishing to comment on additional agenda items must remain in or rejoin the Zoom Webinar as needed.

Option C: Written public comments prior to the meeting

Written public comments may be submitted by email to comments@agourahillscity.gov no later than 4:00 p.m. on the meeting date. Please include the agenda item number or topic in the subject line. Written comments will not be read aloud during the meeting. Comments received after the deadline may not be considered during deliberations or included in the official. Those wishing to comment after the deadline may do so during the live meeting, either in person or via Zoom.

Date Posted: October 9, 2026



REPORT TO CITY COUNCIL

DATE: OCTOBER 14, 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 JANUARY 14, 2026

The Minutes of the Regular City Council Meeting of January 14, 2026, are hereby submitted for the City Council's review and approval.

RECOMMENDATION

Approve the Minutes, as presented.

Attachments

[CC_Minutes_011426.pdf](#)

MINUTES
REGULAR MEETING
AGOURA HILLS CITY COUNCIL
Civic Center – Council Chambers
30001 Ladyface Court, Agoura Hills, California 91301
Wednesday, January 14, 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 Assistant Planning Director Robby Nesovic.

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

Also Present were: City Manager Nathan Hamburger, City Attorney Candice K. Lee, Assistant City Manager Ramiro Adeva, Wildfire Solutions Coalition representative Steven Frisch, Management Analyst Amber Victoria, Executive Assistant Michele Hubbs, Assistant Planning Director Robby Nesovic, Associate Engineer Eric Wang, Director of Public Works/City Engineer Charmaine Yambao, Kimley-Horn Traffic Consultant Matt Stewart, Deputy Director of Public Works Kelly Fisher, Deputy City Manager Louis Celaya, Engineering Aide Joshua Keck, Director of Finance Diego Ibañez, Director of Community Services Amy Brink, Management Analyst Stephanie Pozos, and City Clerk Kimberly M. Rodrigues.

REPORT OF CLOSED SESSION

No Closed Session was held.

APPROVAL OF AGENDA

ACTION: Councilmember Sylvester moved to approve the Agenda, as presented. 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

No presentations were provided.

INTERGOVERNMENTAL, SPECIAL PURPOSE COMMITTEE, & DEPARTMENTAL REPORTS

Library Manager Nina Hull provided an Agoura Hills Library Quarterly Update.

Mayor Pro Tem Klein Lopez reported that there was no Clean Power Alliance (CPA) Update, as no meeting had been held.

Councilmember Sylvester provided an update on the Zone 0 Forestry Committee.

PUBLIC COMMENTS

The following person spoke:

Avi Shah, representing the City of Calabasas Mayor's Youth Council (*submitted flyer*)

CONSENT CALENDAR

No public comments were received.

ACTION: Mayor Pro Tem Klein Lopez moved to approve Consent Calendar Item Nos. 1-7, 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 December 10, 2025
2. Confirm Appointments by the Mayor to City Council Subcommittees and Ad Hoc Committees
3. Approve the Mayor's Appointments to Outside Agency Boards, Commissions, or Committees
4. Approve First Amendment to Agreement for Design Professional Services, with m6 Consulting, for Civil Engineering Design and Construction Support Services for the Morrison Park Playground Improvements and Appropriation of Funds to Cover Engineering, Construction Phase Services, and Soils Testing and Inspection
5. Approve First Amendment to Agreement for Contractor Services, with Ray-Mac Painting, Inc., for Repainting Services at City Hall

6. Approve First Amendment to Agreement for Contractor Services, with Spare Labs, Inc., to Incorporate Lyft Wheelchair-Accessible Vehicle (WAV) Services and Reduce Dedicated Vehicle Hours
7. Adopt **Resolution No. 26-2122**; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, AMENDING THE COMPENSATION PLAN BY INCREASING THE RANGE OF THE ADMINISTRATIVE INTERN I, ADMINISTRATIVE INTERN II, INSTRUCTOR, OFFICE ASSISTANT, RECREATION LEADER I, RECREATION LEADER II, RECREATION SPECIALIST, AND SENIOR PROGRAM INSTRUCTOR, IN COMPLIANCE WITH THE 2026 CALIFORNIA MINIMUM WAGE INCREASE TO \$16.90 PER HOUR, EFFECTIVE DECEMBER 21, 2025

ORDINANCE / INTRODUCTION

8. Discussion to Consider the Introduction of **Ordinance No. 26-483**, Adopting the 2025 Engineering and Traffic Survey

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

No public comment was received.

Following deliberations, Mayor Wolf called for a motion and second to waive full reading and introduce **Ordinance No. 26-483**; AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, AMENDING AND DECLARING PRIMA FACIE SPEED LIMITS FOR NINE SPECIFIC ROAD SEGMENTS OF AGOURA ROAD, CANWOOD STREET, DRIVER AVENUE/PALO COMADO CANYON ROAD, KANAN ROAD, REYES ADOBE ROAD AND CORNELL ROAD.

ACTION: Councilmember Anderson 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.

DISCUSSION / ACTION

9. Discussion to Consider Adoption of **Resolution No. 26-2123**; Approving the Installation of Stop Controls at the Intersection of Sandtrap Drive and Larboard Lane

Mayor Wolf deferred to Mayor Pro Tem Klein Lopez, who recused herself from participation on this item because the project was located close to her home, stepped down from the dais, and exited the Council Chambers at 6:43 p.m.

Following presentation of the staff report, and a question-and-answer period of staff, 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(s), forwarded to the City Council, and made available for public review.

*DeAnna Cooper, Agoura Hills
Sybil Golin, Agoura Hills
Katy Stephens, Agoura Hills*

The following person spoke:

Chuck Whelan, Agoura Hills

Following deliberations, Mayor Wolf called for a motion and second to adopt **Resolution No. 26-2123**; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, APPROVING THE INSTALLATION OF STOP CONTROLS AT THE INTERSECTION OF SANDTRAP DRIVE AND LARBOARD LANE.

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

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

NOES: None.

ABSTAIN: Mayor Pro Tem Klein Lopez.

ABSENT: None.

Mayor Pro Tem Klein Lopez returned to the Council dais at 6:59 p.m.

The City Council recessed at 7:00 p.m. and reconvened at 7:17 p.m.

10. Discussion to Consider Membership in the Wildfire Solutions Coalition

Following presentation of the staff report by Wildfire Solutions Coalition representative Steven Frisch, and a question-and-answer period of staff, 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.

Jay Crutcher, Agoura Hills

The following person spoke:

Jay Crutcher, Agoura Hills

Following discussion, the City Council reached consensus (*Wolf, Klein Lopez, Anderson, Anstead, and Sylvester*) to defer the item to staff for further research and bring it back to the City Council at a later date with the requested information.

CITY COUNCIL, STAFF COMMENTS

Councilmember Sylvester commended Mayor Wolf on his first City Council meeting.

Mayor Wolf thanked staff for their work during the recent holiday rains.

ADJOURNMENT

At 7:43 p.m., Mayor Wolf announced the next Regular City Council Meeting would be held at 6:00 p.m., on Wednesday, January 28, 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: OCTOBER 14, 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 FEBRUARY 11, 2026

The Minutes of the Regular City Council Meeting of February 11, 2026, are hereby submitted for the City Council's review and approval.

RECOMMENDATION

Approve the Minutes, as presented.

Attachments

[CC_Minutes_021126.pdf](#)

MINUTES
REGULAR MEETING
AGOURA HILLS CITY COUNCIL
Civic Center – Council Chambers
30001 Ladyface Court, Agoura Hills, California 91301
Wednesday, February 11, 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 Cub Scout Pack 227.

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

Also Present were: City Manager Nathan Hamburger, City Attorney Candice K. Lee, Assistant City Manager Ramiro Adeva, Executive Assistant Michele Hubbs, Assistant Planning Director Robby Nesovic, Senior Planner Angela Georgeff, Director of Public Works/City Engineer Charmaine Yambao, Deputy City Manager Louis Celaya, Engineering Aide Joshua Keck, Director of Finance Diego Ibañez, Director of Community Services Amy Brink, Recreation Manager Nick Newkirk, Recreation Manager Xochitl Ruwhiu, Community Services Coordinator Melanie Karas, Community Services Coordinator Tatiana Gonzalez, and City Clerk Kimberly M. Rodrigues.

REPORT OF CLOSED SESSION

No Closed Session was held.

APPROVAL OF AGENDA

ACTION: Councilmember Sylvester moved to approve the Agenda, as presented. 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

Prior to the volunteer recognition portion of the evening, Mayor Wolf invited resident George Colman to the podium to make a special presentation, noting that George and his late wife, Kathi, were deeply involved in the community for many years. In Kathi's honor, Mr. Colman presented the City with her painting of P-22, the Griffith Park mountain lion, created during her work with the Save LA Cougars organization. He thanked the City Council, staff, and volunteers for their service, and noted that Kathi loved the City and would be proud of the donation.

Mayor Wolf introduced the City of Agoura Hills Volunteer Recognition presentation, which began with a video honoring the City's volunteers. Following the video, the Community Services Department presented the volunteers with tokens of appreciation on behalf of the City for their service. The City Council then joined the volunteers for a group photo.

Community Emergency Response Team (CERT) Lead Dario Eminente announced the 2025 CERT Member of the Year and presented the award to volunteer Anne Russell.

In closing, Mayor Wolf stated that the annual Volunteer Recognition event is the City's way of thanking the hundreds of volunteers for the thousands of hours they donated over the past year. He expressed the City's heartfelt appreciation for their time and energy, noting that their service makes Agoura Hills a special, safe community, and he hoped to see them volunteering again in 2026. The Mayor then called a five-minute recess before the Council meeting continued.

The City Council recessed at 6:29 p.m. and reconvened at 6:34 p.m.

INTERGOVERNMENTAL, SPECIAL PURPOSE COMMITTEE, & DEPARTMENTAL REPORTS

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

Councilmember 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 Anderson moved to approve Consent Calendar Item Nos. 1-4, as presented. 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.

1. Approve Minutes of the Regular City Council Meeting of January 22, 2025
2. Approve Demand Warrant Register No. 945
3. Approve Award of a Design Professional Consultant Services Agreement, with Rick Engineering Company, for the Lake Lindero Rehabilitation Study
4. Adopt **Ordinance No. 26-484**; AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, AMENDING SECTION 2900 (COMPENSATION) OF CHAPTER 9 (CITY COUNCIL) OF ARTICLE II (ADMINISTRATION) OF THE AGOURA HILLS MUNICIPAL CODE TO ADJUST COMPENSATION FOR CITY COUNCIL MEMBERS.

CITY COUNCIL, STAFF COMMENTS

Director of Community Services Brink announced the Winter Art Show gallery opening on Thursday, February 19, from 5:00 to 7:00 p.m., featuring three local artists and a collaborative piece, noting the event is free and will include light refreshments.

Mayor Wolf spoke about a wolf sighting in Los Angeles County for the first time in a hundred years, noting wolves may also use the regional wildlife corridor, and encouraged everyone to read the New York Times article on the region's mountain lions, which features a main photo of a mountain lion in Liberty Canyon with Agoura Hills in the background.

ADJOURNMENT

At 6:49 p.m., Mayor Wolf announced the next Regular City Council Meeting would be held at 6:00 p.m., on Wednesday, February 25, 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: OCTOBER 14, 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 SPECIAL GOAL-SETTING WORKSHOP OF MARCH 25, 2026

The Minutes of the Special Goal-Setting Workshop of March 25, 2026, are hereby submitted for the City Council's review and approval.

RECOMMENDATION

Approve the Minutes, as presented.

Attachments

[CC_Minutes_032526_Goal-Setting.pdf](#)

MINUTES
GOAL SETTING WORKSHOP
SPECIAL MEETING - AGOURA HILLS CITY COUNCIL
Civic Center – Council Chambers
30001 Ladyface Court, Agoura Hills, California 91301
Wednesday, March 25, 2026
4:00 p.m.

The City Council Goal Setting Workshop was called to order at 4:00 p.m. by Mayor Wolf.

The Pledge of Allegiance was led by Recreation Manager Nick Newkirk.

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

Also Present were: City Manager Nathan Hamburger, City Attorney Candice K. Lee, Assistant City Manager Ramiro Adeva, Executive Assistant Michele Hubbs, Interim Community Development Director Ray Taylor, Assistant Planning Director Robby Nesovic, Principal Planner Angela Georgeff, Director of Public Works/City Engineer Charmaine Yambao, Deputy City Manager Louis Celaya, Director of Finance Diego Ibañez, Director of Community Services Amy Brink, Recreation Manager Nick Newkirk, Recreation Supervisor Kimberly Hollands, and City Clerk Kimberly M. Rodrigues.

APPROVAL OF AGENDA

ACTION: Councilmember Sylvester moved to approve the Agenda, as presented. Mayor Pro Tem Klein Lopez 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.

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.

Mary Wiesbrock, Agoura Hills, representing Save Open Space/Santa Monica Mountains

The following person(s) spoke:

Mary Weisbrock, Agoura Hills, representing Save Open Space/Santa Monica Mountains
Sarah Stephens, Agoura Hills
Cindy Larson, Agoura Hills

1. Discussion of City Council Short and Long-Term Goals

Upon discussion of short and long-term goals, the City Council provided feedback to staff and no reportable action was taken.

City Manager Hamburger outlined the next steps in the Budget process including a second Goal-Setting Workshop on May 13, 2026, a final Budget Workshop on June 10, 2026, where the Council will also review the Community Outreach Grant applications, with the final Budget to be presented for adoption at the Regular City Council Meeting on June 24, 2026.

CITY COUNCIL, STAFF COMMENTS

Mayor Wolf commended staff for an *"impressive list of accomplishments that's touching every aspect of our residents' lives,"* and thanked them for their work.

ADJOURNMENT

At 5:05 p.m., Mayor Wolf adjourned the Goal-Setting Workshop.

Kimberly M. Rodrigues, MPPA, MMC
City Clerk



REPORT TO CITY COUNCIL

DATE: OCTOBER 14, 2026
TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: NATHAN HAMBURGER, CITY MANAGER
BY: KIMBERLY RODRIGUES, CITY CLERK
SUBJECT: APPROVE THE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF MARCH 25, 2026

The Minutes of the Regular City Council Meeting of March 25, 2026, are hereby submitted for the City Council's review and approval.

RECOMMENDATION

Approve the Minutes, as presented.

Attachments

[CC_Minutes_032526.pdf](#)

MINUTES
REGULAR MEETING
AGOURA HILLS CITY COUNCIL
Civic Center – Council Chambers
30001 Ladyface Court, Agoura Hills, California 91301
Wednesday, March 25, 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 Cub Scout Pack 227.

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

Also Present were: City Manager Nathan Hamburger, City Attorney Candice K. Lee, Assistant City Manager Ramiro Adeva, Communications Manager Mary Haddad, Management Analyst Amber Victoria, Executive Assistant Michele Hubbs, Administrative Intern Jane Hoover, Interim Community Development Director Ray Taylor, Assistant Planning Director Robby Nesovic, Senior Planner Angela Georgeff, Director of Public Works/City Engineer Charmaine Yambao, Deputy City Manager Louis Celaya, Engineering Aide Joshua Keck, Director of Finance Diego Ibañez, Director of Community Services Amy Brink, and City Clerk Kimberly M. Rodrigues.

REPORT OF CLOSED SESSION

No Closed Session was held.

APPROVAL OF AGENDA

ACTION: Councilmember Anstead moved to approve the Agenda, as presented. 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.

PRESENTATIONS

Mayor Wolf presented a Proclamation honoring outgoing Agoura Hills Library Manager Nina Hull and the City Council and staff expressed their heartfelt appreciation for her years of service and lasting impact she has made on the community, wishing her a joyful and fulfilling retirement.

Mayor Wolf presented a Proclamation Recognizing Education and Sharing Day to Rabbi Bryski.

Mayor Wolf acknowledged Danny's Automotive as the March 2026 Business of the Month, honoring their contributions to the community, noting that although owner Danny Cricca was unable to attend the meeting, the certificate would be delivered to him.

INTERGOVERNMENTAL, SPECIAL PURPOSE COMMITTEE, & DEPARTMENTAL REPORTS

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

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

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.

Dylan Ray Kunert, Agoura Hills

The following person(s) spoke:

Richard Lawson, Agoura Hills
Shannon Toma, Agoura Hills

CONSENT CALENDAR

No public comments were received.

ACTION: Councilmember Anderson moved to approve Consent Calendar Item Nos. 1-7 as presented. 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.

1. Approve Minutes of the Special City Council Reorganization Meeting of December 10, 2025
2. Approve Demand Warrant Register No. 948
3. Approve 2025 Housing Element Annual Progress Report
4. Approve 2025 General Plan Annual Progress
5. Receive and File the City of Agoura Hills Annual Comprehensive Financial Report for the Year Ended June 30, 2025
6. Adopt **Resolution No. 26-2127**; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, ENCOURAGING THE SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT BOARD TO ACCELERATE THE DECARBONIZATION OF INDUSTRIAL BOILERS AND POLLUTING EQUIPMENT BY STRENGTHENING RULES 1146 AND 1146.1.
7. Adopt **Resolution No. 26-2128**; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, AMENDING THE EMPLOYEE HANDBOOK

PUBLIC HEARING / ORDINANCE

5. Conduct a Public Hearing, Waive Full Reading, and Introduce an Ordinance to Prohibit the Sale of Kratom Products and Make a Finding of Exemption Pursuant to the California Environmental Quality Act (CEQA)

Mayor Wolf opened the Public Hearing at 6:39 p.m.

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

There being no public comment or further questions of staff, Mayor Wolf closed the Public Hearing at 6:46 p.m.

Following deliberations, Mayor Wolf called for a motion and second to waive full reading and introduce **Ordinance No. 26-486**; AN ORDINANCE OF THE CITY OF AGOURA HILLS 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).

ACTION: Councilmember Sylvester moved to approve the staff recommendation. Mayor Pro Tem Klein Lopez 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.

CITY COUNCIL, STAFF COMMENTS

Mayor Wolf acknowledged with sadness the passing of George Colman, a valued member of the Agoura Hills community, noting the City Council will formally honor his memory with an official adjournment at its next meeting.

ADJOURNMENT

At 6:51 p.m., Mayor Wolf announced the next Regular City Council Meeting would be held at 6:00 p.m., on Wednesday, April 8, 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: OCTOBER 14, 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 JULY 8, 2026

The Minutes of the Regular City Council Meeting of July 8, 2026, are hereby submitted for the City Council's review and approval.

RECOMMENDATION

Approve the Minutes, as presented.

Attachments

[CC_Minutes_070826.pdf](#)

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

VIA ZOOM:
<https://us02web.zoom.us/j/81057752824>
Webinar ID: 810 5775 2824
VIA TELEPHONE:
+1 669 444 9171 OR +1 669 900 6833

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 Councilmember Anstead.

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, Assistant City Manager Ramiro Adeva, Administrative Intern Jane Hoover, Senior Planner Angela Georgeff, Director of Finance Diego Ibañez, Director of Community Services Amy Brink, Recreation Manager Xochitl Ruwhiu, Community Services Coordinator Melanie Karas, and Executive Assistant/Recording Secretary Michele Hubbs.

REPORT OF CLOSED SESSION

No Closed Session was held.

APPROVAL OF AGENDA

ACTION: Councilmember Sylvester moved to approve the Agenda, as presented. 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

Mayor Wolf presented a Certificate of Recognition to Regional Manager Sam Valenzano, honoring Water Wings Swim School as the July 2026 Business of the Month.

Mayor Wolf presented a Certificate of Recognition to Jodi Regan, honoring her as the July 2026 Volunteer of the Month, and each Councilmember offered words of appreciation.

Mayor Wolf presented a Proclamation to Captain Eric Haupt, honoring him as the Agoura Hills 2026 Older American of the Year, and each Councilmember offered words of congratulations.

Mayor Wolf asked Captain Eric Haupt to accept a Proclamation Celebrating America250 as a representative of Agoura Hills' veteran community, and the City Council joined him for a group photo.

INTERGOVERNMENTAL, SPECIAL PURPOSE COMMITTEE, & DEPARTMENTAL REPORTS

Field Deputy Daniell Vicente, representing Supervisor Lindsey P. Horvath, provided an 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 Anderson moved to approve Consent Calendar Item Nos. 1-4, as presented. Mayor Pro Tem Klein Lopez 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 June 24, 2026
2. Approve Demand Warrant Register No. 955
3. Approve Rejection of Claim for Damages – Graciela Casas-Kolodin

4. Approve Design Professional Consultant Services Agreement, with BKF Engineers, for Construction Management Services Related to the Low Flow Storm Drain Diversion Project

CITY COUNCIL, STAFF COMMENTS

Mayor Wolf commended the City team for this year's successful patriotic drone show and Concert in the Park event, praising the added DJ, strong security and traffic support, volunteers distributing flags and glow sticks, and the community spirit on display.

ADJOURNMENT

At 6:46 p.m., Mayor Wolf announced the Regular City Council Meeting scheduled for July 22, 2026, had been canceled and the next Regular City Council Meeting was scheduled for 6:00 p.m., on Wednesday, August 12, 2026, in the Council Chambers of the Civic Center, and adjourned the meeting.

Michele Hubbs, Executive Assistant/Recording Secretary
Minutes Prepared by Kimberly M. Rodrigues, MPPA, MMC, City Clerk



REPORT TO CITY COUNCIL

DATE: OCTOBER 14, 2026
TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: NATHAN HAMBURGER, CITY MANAGER
BY: KIMBERLY RODRIGUES, CITY CLERK
SUBJECT: APPROVE THE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF AUGUST 12, 2026

The Minutes of the Regular City Council Meeting of August 12, 2026, are hereby submitted for the City Council's review and approval.

RECOMMENDATION

Approve the Minutes, as presented.

Attachments

[CC_Minutes_081226.pdf](#)

MINUTES
REGULAR MEETING
AGOURA HILLS CITY COUNCIL
Civic Center – Council Chambers
30001 Ladyface Court, Agoura Hills, California 91301
Wednesday, August 12, 2026
6:00 p.m.

VIA ZOOM:
<https://us02web.zoom.us/j/81057752824>
Webinar ID: 810 5775 2824
VIA TELEPHONE:
+1 669 444 9171 OR +1 669 900 6833

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 Attorney Lee.

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, Assistant City Manager Ramiro Adeva, Executive Assistant Michele Hubbs, Community Development Director Robby Nesovic, Director of Finance Diego Ibañez, Director of Community Services Amy Brink, Director of Public Works/City Engineer Charmaine Yambao, Deputy City Manager Louis Celaya, 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 51956.9 (Paragraph (1) of Subdivision (d)). No reportable action was taken.

APPROVAL OF AGENDA

ACTION: Councilmember Sylvester moved to approve the Agenda, as presented. 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

Recreation Manager Newkirk provided a Reyes Adobe Days 2026 Update announcing the 2026 Grand Marshal would be NBC4 News Reporter Brittany Hope, thanked the RAD Executive Committee and event sponsors, and spoke about the variety of activities that would be offered during the event.

Interim Agoura Hills Library Manager Rachel Lizotte presented a quarterly update.

Mayor Pro Tem Klein Lopez reported that the Clean Power Alliance (CPA) “*was dark in August*” and there was no update to report.

PUBLIC COMMENTS

No public comments were received.

CONSENT CALENDAR

No public comments were received.

ACTION: Mayor Pro Tem Klein Lopez 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 Demand Warrant Register No. 956
2. Approve Fourth Amendment to Agreement for Design Professional Consultant Services, with m6 Consulting, Inc., for Construction Engineering Services Related to the Ladyface Greenway Project
3. Approve the Consumption of Alcohol in a Designated Area in Reyes Adobe Park and Historical Site for Reyes Adobe Days 2026

CITY COUNCIL, STAFF COMMENTS

Director of Community Services Brink announced the Reyes Adobe Days page on the City's website was live for residents to view and sign up for activities and the final Concert in the Park would be held on Sunday.

Mayor Wolf commended staff for the activities and projects completed over the summer.

ADJOURNMENT

At 6:14 p.m., Mayor Wolf announced the next Regular City Council Meeting was scheduled for 6:00 p.m., on Wednesday, August 26, 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: OCTOBER 14, 2026
TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: NATHAN HAMBURGER, CITY MANAGER
BY: DIEGO IBANEZ, DIRECTOR OF FINANCE
ALEJANDRA KINCHELOE, ACCOUNTING SPECIALIST
SUBJECT: APPROVE DEMAND WARRANT REGISTER NO. 960

Demand Warrant Register No. 960 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. 960.

Attachments

[Demand_Warrant_Register_No-960.pdf](#)

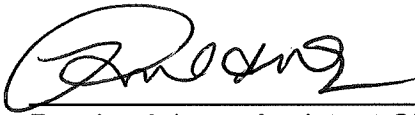
OCTOBER 14, 2026

DEMAND WARRANT REGISTER NO. NINE HUNDRED SIXTY

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.

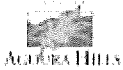
Pursuant to Section 37202 of the Government Code, I certify the above demands are accurate and funds are available for payment thereof.

I hereby certify Demand Warrant Register No. 960 is a full, true, and correct statement.

 10/5/26

Ramiro Adeva, Assistant City Manager

Demand Register 960



Payment Date	Number	Vendor Name	Payable Description	Payment Amount
09/17/2026	120636	Access Information Intermediate Holdings	Storage Sep 2026	1,064.92
09/17/2026	120637	Acrisure West Insurance Services, LLC	Las Virgenes - Malibu Council of Governments	5,044.77
09/17/2026	120638	Agromin	Mulch Cover - Outstanding Balance	2,688.42
09/17/2026	120639	Andrew Heath	Consulting Services 07/28/26 - 09/14/26	3,700.00
09/17/2026	120640	AT&T	Internet 09/06/26 - 10/05/26	205.2
09/17/2026	120641	At&t Mobility	Ipad Connections Aug 2026	874.5
09/17/2026	120642	Bryco Plumbing	Plumbing Work - Event Center	265
09/17/2026	120643	Bureau Veritas America	Professional Services Aug 2026	14,334.00
09/17/2026	120644	Burns Pacific Construction	Maintenance Services & Toilet Rental Fee	156,446.85
09/17/2026	120645	Calvary Community Church	Security Deposit Refund - Event 8/31/26	1,100.00
09/17/2026	120646	Christine Maasdam	CERT Class Supplies Reimbursement	52.96
09/17/2026	120647	Christopher Phan	Security Deposit Refund - Event 08/29/26	1,000.00
09/17/2026	120648	Civica Law Group, APC	Professional Services Aug 2026	27,786.43
09/17/2026	120650	Department Of Justice	Fingerprinting Aug 2026	147
09/17/2026	120651	Direct Tv	Cable Services 08/30/26 - 09/29/26	48.75
09/17/2026	120652	Erik Orellana	Security Deposit Refund - Event 09/05/26	1,000.00
09/17/2026	120653	Facilitron Inc.	Community Concert Band - Fall Rehearsals	2,791.84
09/17/2026	120654	Flock Group, Inc.	Flock Safety LPR	78,000.00
09/17/2026	120655	Gotem, Inc.	Monthly General Pest Control	165
09/17/2026	120656	GSG Protective Services	Security 08/31/26 - 09/06/26	1,725.00
09/17/2026	120657	Guy Donahoe	Playground Tunnel Slide - Old Agoura Park	1,200.00
09/17/2026	120658	Kimley Horn & Assoc.	On-Call Traffic Engineering Jul 2026	39,672.75
09/17/2026	120659	Las Virgenes Municipal Water	Water Usage 7/20/26-8/21/26	11,255.06
09/17/2026	120660	Los Angeles County Registrar	LA County Registrar NOE Filing Fee	25
09/17/2026	120661	Los Angeles County Sheriff's	Sheriff Services Aug 2026	500,335.81
09/17/2026	120662	m6 Consulting, Inc.	Building Plan Check Services Aug 2026	37,438.40
09/17/2026	120663	Michael Aguiar	Security Deposit Refund - Event 08/15/26	825
09/17/2026	120664	Penguin Random House, LLC	One City One Book Author Speaking Fee 50% Deposit	10,000.00
09/17/2026	120665	Pitney Bowes Global Financial Services LLC	Postage Meter Lease 07/30/26 - 10/29/26	465.98
09/17/2026	120666	Prudential Overall Supplies	Rec Center Mats	161.55
09/17/2026	120667	Renne Vasquez	Security Deposit Refund - Event 09/04/26	1,000.00
09/17/2026	120668	Ricoh USA, Inc	Copier Lease Sep 2026	818.14
09/17/2026	120669	Southern California Edison	Utilities 08/05/26 - 09/08/26	788.91
09/17/2026	120671	Staples	Office Supplies	21.14
09/17/2026	120672	Suzanne Talianis	Refund - System Error	15
09/17/2026	120673	The Acorn Newspapers	Reyes Adobe Night Ad	873
09/17/2026	120674	Us Bank Corp. Payment System	City Wide Credit Card Payment	19,177.13
09/17/2026	120675	Vance Linge Insurance Services	General & Liquor Liability - Reyes Adobe Days	4,120.20
09/17/2026	120676	West Coast Air Conditioning	Event Center AC Maintenance	897
09/17/2026	120677	West Coast Arborists, Inc	Tree Maintenance/Crew Rental Aug 2026	15,358.20
09/17/2026	120678	Willdan	Water Quality Services Aug 2026	7,066.00
09/17/2026	120679	Los Angeles County Sheriff Department	Wage Garnishment	760.74
09/17/2026	120680	Southern California Gas Company	Gas Transportation 08/07/26 - 09/08/26	398.83
Total				951,114.48
09/18/2026				Payroll
Payroll & Vendor Payments				322,123.57
09/24/2026	120682	BlueTriton Brands Inc	Water	116.89
09/24/2026	120683	CAPIO	Membership Renewal - Professional + thru 10/15/27	425.00
09/24/2026	120684	Carol Hernandez	Security Deposit Refund - Event 09/11/26	1,000.00
09/24/2026	120685	Chavan & Associates, LLP	City Audit	14,750.00
09/24/2026	120686	City of Thousand Oaks Finance/Cashier	Dial A Ride Jul 2026	12,658.94
09/24/2026	120687	Cr Print	Window Envelopes	334.74
09/24/2026	120688	GMZ Engineering, Inc.	Progress Payment #24 Aug 2026 Measure M & LVMWD	163,857.82
09/24/2026	120689	GSG Protective Services	Event Center Security 08/31/26 - 09/13/26	3,402.60
09/24/2026	120690	Hinderliter De Llamas & Assoc	Contract & Audit Services - Sales Tax Jul-Sep 2026	2,047.19
09/24/2026	120691	Kevin Cortrite Gates	All-O-Matic Slide Gate Operator	4,695.00
09/24/2026	120692	Kevin Young	Security Deposit Refund - Event 09/12/26	1,000.00
09/24/2026	120693	Larry Walker Associates	Malibu Creek CIMP Implementation and Watershed Aug 2026	39,685.26
09/24/2026	120694	Los Angeles County Public Works	Inspection Services and Traffic Signals Maintenance Aug 2026	20,833.96
09/24/2026	120695	Los Angeles County Registrar	LA County Registrar NOE Filing Fee	25.00
09/24/2026	120696	Luis Soto	Security Deposit Refund - Event 08/21/26	75.00
09/24/2026	120697	Mdg Associates	Labor Compliance Services - Morrison Park	252.00
09/24/2026	120698	MMASC	MMASC Conference Registration - Mary Haddad	475.00
09/24/2026	120699	Nikolay Shahmuradyan	Building Permit Fee Refund - 80%	592.00
09/24/2026	120700	Ooma, Inc.	AirDial Services Aug 2026	553.37
09/24/2026	120701	Richards, Watson & Gershon	Professional Services Aug 2026	40,032.11

09/24/2026	120702	Shaleena Tareen	Security Deposit Refund - Event 09/03/26	1,000.00
09/24/2026	120703	Signature Signs	Custom Metal Fabrication Sign	13,758.00
09/24/2026	120704	Staples	Office Supplies	256.19
09/24/2026	120705	The People Concern	COG Services	83,513.00
09/24/2026	120706	West Coast Arborists, Inc	Weed Spray - Old Agoura Park	700.00
09/24/2026	120707	Yaquelin Arevalo	Security Deposit Refund - Event 09/13/26	965.00
09/24/2026	120708	Signature Signs	Metal Sign Fabrication	8,041.32
			Total	415,045.39
09/25/2026	120710	Solid Waste Solutions, Inc.	CalRecycle AB939/SB1383	11,282.50
10/01/2026	120711	ACT, A Div of Cherokee Chemical Co., Inc	Monthly Full Service Water Treatment	340.00
10/01/2026	120712	Adam Leventhal Memorial School and Museum	Adam's Forge: RAD Blacksmith	1,200.00
10/01/2026	120713	All City Management	All City Managemnet 8/16-9/12	17,277.75
10/01/2026	120714	Amber Victoria	Travel Reinbursement	72.96
10/01/2026	120715	Barco Products	Glass for Large Message Center	136.02
10/01/2026	120716	Brennan Estimating Svcs.	Fire Alarm Maintenance 9/8, 9/10	1,328.63
10/01/2026	120717	Burns Pacific Construction	BPC Maintenance Services - August 2026	67,402.54
10/01/2026	120718	California Contract Cities Ass	Membership Dues	4,900.00
10/01/2026	120719	Charles Celano Jr	Coaching Sessions 12/10/25,5/6/26,8/10/26	825.00
10/01/2026	120720	Consolidated Ink LLC	Consolidated Ink - Staff Polo	33.80
10/01/2026	120721	Create Studio	Create Studio - RAD: Hands on Crafts	595.00
10/01/2026	120722	Delphine G. Herrera	Instructor Payment - Training and Classes	1,082.50
10/01/2026	120723	Dept Of Animal Care & Control	LA Dept of Animal Care & Control	10,696.55
10/01/2026	120724	Dish	Dish - GC Cable	168.74
10/01/2026	120725	Elizabeth Eaves	Instructor Payment - Jazzercise Classes	305.70
10/01/2026	120726	Gabriel M. Graham	COG Services-Activities for September 2026	8,464.00
10/01/2026	120727	Global Custom Security, Inc.	Quarterly Monitoring Fees	127.50
10/01/2026	120728	Gospel Patrons	Gospel Patrons - Security Deposit	1,000.00
10/01/2026	120729	GSG Protective Services	GSG: Park: Ride Lot Canwood	1,035.00
10/01/2026	120730	Hilary Linderman	RAD Merch - Hats and Shirts	2,610.00
10/01/2026	120731	Jessica Flores	COG Services-Activities for September 2026	3,000.00
10/01/2026	120732	JT Construction Group, Inc.	FY26-27 Project: NIB #25-03-(2) 2nd year	112,454.82
10/01/2026	120733	Kevin Cortrite Gates	Kevin Cortrite Gates - Service Calls	390.00
10/01/2026	120734	La County Assessors	LA Assessor - Map	6.00
10/01/2026	120735	Los Angeles County Sheriff Department	Wage Garnishment	760.74
10/01/2026	120736	M & L Partnership	Fingerprinting	17.50
10/01/2026	120737	Mackay Communications	Airtime and Fees	965.43
10/01/2026	120738	Marie Dickenson	RAD: Petting Zoo and Pony Rides	4,000.00
10/01/2026	120739	Mdg Associates	Labor Compliance Services - Morrision Park Rehabilitation	189.00
10/01/2026	120740	Melisa Caric	Compass Rose CDD and PW Payments	6,095.00
10/01/2026	120741	Nathan Pine	Security Deposit Refund	1,000.00
10/01/2026	120742	OhWattaNight Entertainment Inc.	RAD Parade DJ	1,500.00
10/01/2026	120743	Patrick O'Connell	RAD Character Cutouts/Decor	1,785.00
10/01/2026	120744	RFT 3 Productions	Monthly Maintenance - Old Agoura Park	1,875.00
10/01/2026	120745	Rms Printing Llc	RAD for 2026	2,871.25
10/01/2026	120746	SaberDome Corp	IT Services	12,485.26
10/01/2026	120747	Saddleback Golf Cars	Rental and Delivery	2,194.38
10/01/2026	120748	Senior Concerns	Senior Advocacy Services	833.00
10/01/2026	120749	Southern California Edison	SoCal Edison 8/17/26 - 9/21/26	742.56
10/01/2026	120750	Sunbelt Controls	GC HVAC System Issue	1,585.00
10/01/2026	120751	SWCA, Incorporated	Proffessional Services - Pony Club - 8/1-8/31	3,698.25
10/01/2026	120752	Terry Dipple, Inc.	COG Services	18,178.91
10/01/2026	120753	The Acorn Newspapers	The Acorn Newspaper	2,347.48
10/01/2026	120754	T-Mobile USA Inc.	Internet	31.85
10/01/2026	120755	TPX Communications	Monthly Communication	985.49
10/01/2026	120756	Turbodata	Turbo Data 6/30/26-8/31/26	600.00
10/01/2026	120757	Twist and Shout Events, Inc.	Twist and Shout RAD 10/3, 10/4	5,400.00
10/01/2026	120758	United States Postal Service	Bulk Mailing Account - Brochures	4,000.00
10/01/2026	120759	Vortex Industries, LLC (VTX)	Vortex Material and Labor	3,121.00
10/01/2026	120760	West Coast Air Conditioning	West Coast AC 8/24, 9/23	8,701.93
10/01/2026	120761	West Coast Promotional Solutions	West Coast Promotional - State of the City	775.45
10/01/2026	120762	Wings of Discovery	Wings of Disc. - RAD Educational Activities	250.00
			Total	333,724.49
10/02/2026		Payroll	Payroll & Vendor Payments	224,065.68
			Grand Total	2,246,073.61

Demand Warrant Register No. 960

PASSED, APPROVED, AND ADOPTED this 14th day of October, 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: OCTOBER 14, 2026

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: NATHAN HAMBURGER, CITY MANAGER

BY: ROBBY NESOVIC, COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: APPROVE AWARD OF AGREEMENT FOR CONTRACTOR SERVICES, WITH RHA COMMUNITY WORKS, FOR ON-CALL LANDSCAPE ARCHITECT SERVICES

The City utilizes an on-call Landscape Architect to assist in the review of landscape and irrigation plans submitted to the City as part of the development review process to ensure that all development meets the City's landscape requirements as well as the State's Model Water Efficient Landscape Ordinance. We also utilize the on-call Landscape Architect to prepare or review landscaping and irrigation plans and specifications for City projects, such as the periodic review and update of the City's Arterial Streetscape Master Plan, or the inspection of landscaping and irrigation installed on City property.

The City released a Request for Qualifications/Proposals (RFQ/RFP) on July 21, 2026, soliciting bids from firms able to provide the required services. RHA Community Works was the firm that was ultimately successful in the selection process. They have extensive experience providing on-call landscape architecture services to municipal governments, including the Cities of El Segundo, Lancaster, Whittier, Riverside, Jurupa Valley and more, and our City's assigned Landscape Architect will be available to work in the City office one day per week.

The agreement is for a three-year term, with a total not-to-exceed amount of \$70,000 per year (\$210,000 total). The agreement has been reviewed by the City Attorney and approved as to form.

FISCAL IMPACT

This agreement will have no impact on the City's 2026-27 Budget. The Community Development Department and Public Works Department allocated funds to their respective contract services accounts to pay for necessary landscape architecture services.

RECOMMENDATION

Staff respectfully recommends the City Council approve the Agreement for Contractor Services, with RHA Community Works, for on-call landscape architecture services.

Attachments

[RHA_Community_Works_Agreement.pdf](#)

AGREEMENT FOR CONTRACTOR SERVICES
WITH THE CITY OF AGOURA HILLS

NAME OF CONTRACTOR: RHA Community Works

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Attn: Doug Grove

CONTRACTOR'S ADDRESS: 7111 Indiana Ave, Suite 300
Riverside, CA 92504

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

PREPARED BY: Robby Nesovic

COMMENCEMENT DATE: October 14, 2026

TERMINATION DATE: October 14, 2029

CONSIDERATION: Agreement Price: \$210,000
Not to Exceed: \$70,000/yr

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

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

AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE CITY OF AGOURA HILLS AND RHA COMMUNITY WORKS

THIS AGREEMENT is made and effective as of October 14, 2026, between the City of Agoura Hills, a municipal corporation ("City") and RHA Community Works ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on October 14, 2026, and shall remain and continue in effect until tasks described herein are completed, but in no event later than October 14, 2029, unless sooner terminated pursuant to the provisions of this Agreement.

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

2. SERVICES

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

3. PERFORMANCE

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

4. PAYMENT

A. The City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B other than the payment rates and schedule of payment are null and void. This amount shall not exceed Two Hundred and Ten Thousand Dollars and Zero Cents (\$210,000.00) ("Agreement Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

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

5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

6. DEFAULT OF CONTRACTOR

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

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

7. OWNERSHIP OF DOCUMENTS

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

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

8. INDEMNIFICATION

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

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

9. INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. INDEPENDENT CONTRACTOR

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

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

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

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

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

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

11. PERS COMPLIANCE AND INDEMNIFICATION

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

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

12. LEGAL RESPONSIBILITIES

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

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

13. RELEASE OF INFORMATION

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

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

14. NOTICES

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

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

To Contractor:	RHA Community Works 7111 Indiana Ave, Suite 300 Riverside, CA 92504 Attention: Doug Grove
----------------	--

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

RHA Community Works
7111 Indiana Ave, Suite 300
Riverside, CA 92504
ATTN: Doug Grove
(951) 781-1930 ext. 121
doug@rhacw.com

By: 
Name: Doug Grove
Title: DG

By: 
Name: Scott Rice
Title: Managing Partner

[Signatures of Two Corporate Officers Required]

EXHIBIT A

TASKS TO BE PERFORMED

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

The City's selected Landscape Architect will provide on-call consulting services to the City. Below are the tasks expected to be performed:

- Review landscaping and irrigation plans submitted by private developers for compliance with City standards and MWELO.
- Prepare and/or review landscaping and irrigation plans and specifications for City projects, such as parks and City-maintained right-of-way.
- Periodic review and update of the City's Arterial Streetscape Master Plan.
- Conduct inspections of landscaping and irrigation installation and verify consistency with approved plans as needed.
- Availability of the assigned landscape architect to work from the City office once per week.
- Provide guidance to City residents on landscape and irrigation issues.
- Provide consultation and other assistance to City staff on subjects concerning landscaping and irrigation.
- Attend periodic meetings and public hearings as needed.
- Any other supplemental tasks reasonably related to landscape review services, including but not limited to in-house CASp support or arborist support

EXHIBIT B
PAYMENT RATES AND SCHEDULE

FEE PROPOSAL

Hourly Rate Schedule

RHA Community Works proposes the following hourly rate schedule for all personnel performing services under this contract, effective January 1, 2026 through December 31, 2026:

Personnel Category	Hourly Rate
Principal Certified Access Specialist (CASp)	\$245.00 per hour
Principal Landscape Architect	\$235.00 per hour
Certified Access Specialist (CASp)	\$215.00 per hour
Senior Landscape Architect / Project Manager	\$195.00 per hour
Construction Manager	\$185.00 per hour
ISA Certified Arborist	\$185.00 per hour
FAA Part 107 sUAS Remote Pilot	\$185.00 per hour
Project Manager / Senior Landscape Designer	\$180.00 per hour
Irrigation Designer	\$175.00 per hour
Senior Landscape Designer	\$160.00 per hour
Landscape Designer	\$150.00 per hour
Design Assistant	\$130.00 per hour
Professional Staff	\$125.00 per hour

Additional Charges

Outside Consultants

Services of outside consultants not listed in this proposal will be billed at our direct cost, plus 15% of the actual cost of their services for coordination.

Reimbursable Items

Reimbursable items, such as the cost of plotting, graphic reproduction, and shipping, will be billed at our direct cost plus 15%. Reimbursable items are billed in addition to the stated fee. Authorized project-related automobile travel will be billed at the current IRS Standard Mileage Rate; no mileage or travel time will be charged for the assigned Landscape Architect's required weekly travel to and from Agoura Hills City Hall.

Terms and Conditions of Payment

RHA Community Works will invoice monthly for actual services performed at the hourly rates identified above, consistent with the City's Standard Agreement. Invoicing and payment shall be in accordance with the City of Agoura Hills Standard Agreement.



REPORT TO CITY COUNCIL

DATE: OCTOBER 14, 2026

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: NATHAN HAMBURGER, CITY MANAGER

**BY: CHARMAINE YAMBAO, DIRECTOR OF PUBLIC WORKS / CITY ENGINEER
KELLY FISHER, DEPUTY DIRECTOR OF PUBLIC WORKS**

**SUBJECT: APPROVE AWARD OF AGREEMENT FOR DESIGN PROFESSIONAL CONSULTANT SERVICES, WITH
RICK ENGINEERING COMPANY, FOR THE LIBERTY CANYON CHANNEL RESTORATION
FEASIBILITY STUDY**

In November 2024, the City completed the Citywide Creek Naturalization Study, which evaluated seven (7) concrete flood control channels throughout the City for their potential to be naturalized. The study evaluated channel hydraulics, site constraints, and potential redevelopment opportunities and identified the Liberty Canyon segment as the most promising location for naturalization improvements. This determination was based primarily on the limited impacts to private parcels and the potential to reduce the width of the adjacent roadbed, if desired.

As part of its Fiscal Year 2026–27 goals, the City Council authorized a study to evaluate potential naturalization alternatives for approximately 2,300 linear feet of channel along Liberty Canyon Road, between Agoura Road and Park Vista Road, while maintaining flood protection for the surrounding areas. Following evaluation of the alternatives, a Preliminary Engineering Report will be prepared to identify the preferred naturalization alternative and guide the next phase of planning and design.

On September 1, 2026, the City received proposals from five (5) prospective firms: CWE, Craftwater, Dudek, Herrera Environmental Consultants, Inc., and Rick Engineering Company (Rick Engineering). A selection committee was formed, comprised of City staff. After reviewing and evaluating the proposals, it was determined that Rick Engineering was the most experienced and qualified company based on the following criteria:

- Responsiveness to the terms, conditions, and items of execution
- Presentation, completeness, and thoroughness of the proposal
- Grasp of the scope and services to be performed
- Innovative design alternatives
- Qualification and experience of key personnel.
- Firm's related experience and approach with this type of work.

Staff previously worked with Rick Engineering on the Citywide Creek Naturalization Study and was highly satisfied with the consultant's performance. The consultant is also currently assisting the City with the Lake Lindero Rehabilitation Study. Subject to City Council approval, the Liberty Canyon Channel Feasibility Study is anticipated to take approximately twelve (12) months to complete.

FISCAL IMPACT

The proposed agreement contains a not-to-exceed amount of \$257,585. The Fiscal Year 2026-27 Budget appropriated \$225,000 in the Public Works Department's Measure W-Local Account (065-4610-5520.47). Staff is recommending the City Council appropriate an additional \$32,585 of Measure W Funds to the proposed Fiscal Year 2026-27 Budget to fund these efforts.

RECOMMENDATION

Staff respectfully recommends the City Council:

1. Approve the Agreement for Design Professional Consultant Services, with Rick Engineering Company, for the Liberty Canyon Channel Restoration Feasibility Study; and
2. Appropriate \$32,585 of Measure W- Local Funds in the proposed Fiscal Year 2026-27 Budget to the Liberty Canyon Channel Restoration Feasibility Study; for a total project budget of \$257,585.

Attachments

[Rick Engineering Design Professional Consultant Agreement-Liberty Canyon Channel Restoration Feasibility Study.pdf](#)

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

NAME OF CONSULTANT:	Rick Engineering Company
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Attn: Brendan Hastie, P.E.
CONSULTANT'S ADDRESS:	24501 Town Center Dr., Ste. 103 Valencia, CA 91355
CITY'S ADDRESS:	City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attn: City Manager
PREPARED BY:	Kelly Fisher
COMMENCEMENT DATE:	October 14, 2026
TERMINATION DATE:	December 31, 2027
CONSIDERATION:	Contract Price Not to Exceed: \$257,585

**AGREEMENT FOR DESIGN PROFESSIONAL
CONSULTANT SERVICES BETWEEN THE CITY OF
AGOURA HILLS AND RICK ENGINEERING COMPANY**

THIS AGREEMENT is made and effective as of October 14, 2026, between the City of Agoura Hills, a municipal corporation ("City") and Rick Engineering Company ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on October 14, 2026, and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 31, 2027, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

3. PERFORMANCE

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

4. PAYMENT

A. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B other than the payment rates and schedule of payment are null and void. This amount shall not exceed Two Hundred Fifty-Seven Thousand, Five Hundred Eighty-Five Dollars and Zero Cents (\$257,585) ("Contract Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

6. DEFAULT OF CONSULTANT

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

B. If the City Manager or his delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Consultant with written notice of the default. The Consultant 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 Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement."

7. OWNERSHIP OF DOCUMENTS

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

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

8. INDEMNIFICATION

A. Indemnity for Design Professional Services. In the connection with its design professional services, Consultant shall hold harmless and indemnify City, and its elected officials, officers, employees, servants, designated volunteers, and those City agents serving as independent consultants in the role of City officials (collectively, "Indemnitees"), with respect to any and all claims, demands, damages, liabilities, losses, costs or expenses, including reimbursement of attorneys' fees and costs of defense (collectively, "Claims" hereinafter), including but not limited to Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate in whole or in part to the negligence, recklessness, or willful misconduct of Consultant or any of its officers, employees, sub-consultants, or agents in the performance of its professional services under this Agreement.

B. Other Indemnities. In connection with any and all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) not covered by Paragraph 8.a. above, Consultant shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, including but not limited to, Damages relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to acts or omissions of Consultant or any of its officers, employees, sub-consultants, or agents in the performance of this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the City, as determined by final arbitration or court

decision or by the agreement of the parties. Consultant shall defend Indemnitees in any action or actions filed in connection with any such Damages with counsel of City's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant's duty to defend pursuant to this Section 8.b. shall apply independent of any prior, concurrent or subsequent misconduct, negligent acts, errors or omissions of Indemnitees.

9. INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. INDEPENDENT CONSULTANT

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

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

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

D. Consultant shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent consultants in the role of City officials, from any and all liability, damages, claims, costs, and expenses of any nature to the extent arising from, caused by, or relating to Consultant's personnel practices, or to the extent arising from, caused by, or relating

to the violation of any of the provisions of this Section. In addition to all other remedies available under law, City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section. This duty of indemnification is in addition to Consultant's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

11. PERS COMPLIANCE AND INDEMNIFICATION

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

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

12. LEGAL RESPONSIBILITIES

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

13. RELEASE OF INFORMATION

A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents or sub-consultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support,

testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

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

14. NOTICES

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

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

To Consultant:	Rick Engineering Company 24501 Town Center Drive, Ste. 103 Valencia, CA 91355 Attention: Brendan Hastie, P.E.
----------------	--

15. ASSIGNMENT

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

16. LICENSES

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

17. GOVERNING LAW

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

18. PROHIBITED INTEREST

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

19. EXHIBITS

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

20. ENTIRE AGREEMENT

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

21. AMENDMENT OF AGREEMENT

This Agreement may be amended only by a writing signed by both parties. The City Manager is authorized to sign an Amendment to this Agreement on the City Council's behalf and without the City Council's prior approval to make the following non-substantive modifications to the Agreement: (a) name changes; (b) extensions of time that do not result in monetary changes; (c) non-monetary changes in the scope of work; and (d) termination of the Agreement. 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 Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder. In lieu of a handwritten or wet signature from the Consultant, the City may electronically process and execute this Agreement and request that the Consultant 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

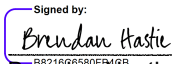
Date Approved by City Council _____

APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

CONSULTANT

Rick Engineering Company
24501 Town Center Drive, Ste. 103
Valencia, CA 91355
Brendan Hastie, P.E.
619-291-0707
bhastie@rickengineering.com

By: _____
Name: Brendan Hastie
Title: Principal

By: _____
Name: Don Druse
Title: Principal

[Signatures of Two Corporate Officers Required]

EXHIBIT A

TASKS TO BE PERFORMED

In October 2024, RICK completed the Citywide Waterway Naturalization Feasibility Study for the City, screening seven concrete flood control channels across three main waterways for their potential to be softened or naturalized. That study identified the Liberty Canyon reach as the strongest candidate for further evaluation, due to its limited impacts to private property and its potential to accommodate a reduced roadbed width. The City is now seeking a consultant to prepare a Preliminary Engineering Report (PER) that builds on that screening-level work, developing, evaluating, and quantifying in-depth naturalization design alternatives for this specific reach.



This effort is consistent with the City's broader, established commitment to restoring its waterways. The City's Medea Creek Restoration Project removed roughly 430 feet of concrete trapezoidal channel between Kanan Road and Chumash Park and replaced it with a naturalized channel stabilized with native vegetation, boulders, and log structures, along with new pedestrian connectivity between the two areas. Completed in April 2016, the project reflects the City's identified goal of transforming aging concrete flood control infrastructure into naturalized, ecologically functional waterways. RICK's approach to Liberty Canyon follows the same naturalization approach, tailored to this reach's specific hydraulic and community context.

[illegible]

Figure 2: Medea Creek Restoration

Project Location

The reach of Liberty Canyon that is the focus of this effort lies within the City of Agoura Hills and is a 2,300 linear-foot (LF) stretch that extends north to south along Liberty Canyon Road, between Agoura Road and Park Vista Road.

Our Team

RICK Engineering Company (RICK) will serve as prime consultant for this effort, teamed with the following subconsultants, collectively referred to throughout this proposal as the “RICK Team”:

- HELIX Environmental Planning (HELIX), biological resources, restoration ecology, environmental permitting, and environmental planning support
- ENGEO Incorporated (ENGEO), preliminary geotechnical feasibility study
- Hahn and Associates, Inc. (HA), surveying, mapping, and aerial topography

Our scope of work directly aligns with the tasks outlined in Section IV of the RFP: (1) Project Management, Meetings, and Coordination; (2) Existing Hydraulic Condition; (3) Surveying and Mapping; (4) Preliminary Geotechnical Study; (5) Alternative Analyses; (6) Conceptual Plan for Preferred Alternative; and (7) Preliminary Engineering Report, with an optional Task 8 available should the City wish to advance to a full design-level geotechnical investigation. Each task, along with our proposed approach, assumptions, and deliverables, is described in detail in Section 2, Methodology and Work Plan, below.

SCOPE OF SERVICES

This scope follows the task structure of Section IV of the RFP, addressing the existing hydraulic and geotechnical conditions, alternative naturalization concepts, and the Preliminary Engineering Report needed to guide the next phase of design.

TASK 1. PROJECT MANAGEMENT, MEETINGS, AND COORDINATION

The RICK Team will manage the project through consistent communication and proactive coordination, attending up to five meetings, including a kickoff meeting, up to two team meetings, one Public Works Subcommittee meeting, and one City Council meeting, and

providing monthly progress reporting and invoicing throughout the project. Additional meetings can be added at the City’s request as needed to support the project.

The RICK Team will also take ownership of coordinating with the Los Angeles County Public Works/Flood Control District regarding its Liberty Canyon Greenway planning efforts, keeping the City informed and ensuring the two efforts remain aligned rather than developed independently. The RICK Team will further assist the City in identifying the approvals and permits anticipated to be required to implement the preferred alternative.

In addition, the RICK Team will obtain the permits anticipated to be necessary to perform the feasibility-phase field work itself, including a Los Angeles County Flood Control District permit and a no-fee encroachment permit from the City. The RICK Team’s proposal will identify any additional permits required for the project as they are determined.

Deliverables

- Meeting agendas and minutes
- Meeting presentations/materials
- Monthly invoices and progress reports
- Summary notes documenting coordination with LA County Public Works/Flood Control District
- Project schedule, updated throughout the project
- LA County Flood Control District permit and City no-fee encroachment permit supporting feasibility-phase field work

TASK 2. EXISTING HYDRAULIC CONDITION

RICK will review the existing floodway/floodplain study and effective FIS data provided by FEMA for the Liberty Canyon Reach, then prepare a duplicate effective, corrected effective, and existing condition HEC-RAS model, extending the model upstream to cover the full reach, evaluating channel capacity, velocities, and shear forces for the 10-, 50-, 100-, and 500-year storm events. Alternatives will be evaluated against this effective FEMA baseline, consistent with the City’s direction, rather than an as-built design condition or current LACFCD Capital Flood criteria.



Figure 3: Liberty Canyon - Existing Condition

This existing-condition baseline will be subject to review and approval by the City and Los Angeles County Flood Control District and will directly inform the erosion and stability considerations used to develop the naturalization alternatives under Task 5.

The City has confirmed that a current effective flood map is not readily available for this reach, since the downstream mapping is out of date due to the channel being confined to an underground box system in that section, and that LA County Flood Control District would most likely hold the underlying data. Accordingly, the RICK Team will coordinate directly with LACFCD, in addition to submitting a FEMA FIS Data Request, to obtain the effective hydraulic study and associated data needed to develop the existing condition model. Should this data prove unavailable or require reconstruction from archived records, RICK will notify the City promptly, as this represents a schedule risk to Task 2.

In parallel with the hydraulic, survey, and geotechnical work described in Tasks 2 through 4, HELIX will conduct a reconnaissance-level biological assessment of the project area to document existing vegetation communities and habitat conditions, identify native and non-native vegetation and invasive plants, evaluate potential habitat for sensitive plants, wildlife, nesting birds, and roosting bats, identify ecological connections to adjacent open space, and evaluate constraints associated with the existing concrete channel, adjacent roadway, utilities, maintenance access, altered hydrology, and urban land uses.

This assessment will be reconnaissance-level only; formal protocol surveys and jurisdictional delineations are not included and would be performed only if separately authorized.

Deliverables

- ▀ Exhibit showing the effective and existing floodplain limits along the Liberty Canyon Reach (electronic PDF)
- ▀ Biological Constraints and Restoration Opportunities Memorandum with supporting figures and photographs

TASK 3. SURVEYING AND MAPPING

Our survey subconsultant, Hahn and Associates, Inc. (Hahn), will perform a combined boundary, topographic, and aerial survey to identify property lines, easements, utilities, existing improvements, and drainage patterns within the “Limits of Survey,” generally the channel and adjacent right-of-way between the rear of the sidewalk and the rear of the adjoining residences.

Work will include establishing horizontal and vertical survey control, an aerial topography survey flown by drone with supplemental ground survey in tree-canopy and storm drain areas, and preparation of a fully blended Design/Topographic Survey and digital CAD base map at a scale of 1” = 20’, along with a seamless color digital orthophoto of the site.

Deliverables

- ▀ Digital CAD base map and blended Design/Topographic Survey (1” = 20’)
- ▀ Seamless color digital orthophoto (0.2’ pixel resolution)
- ▀ Corner Record Maps filed with the County Survey Office, as required by State law

TASK 4. PRELIMINARY GEOTECHNICAL STUDY

Our geotechnical subconsultant, ENGEO Incorporated (ENGEO), will review readily available geotechnical data, historical aerial photographs, and published topographic, seismic hazard, and geologic maps for the project area, and will perform a site reconnaissance to observe existing conditions.

Based on this review, ENGEO will prepare a preliminary geotechnical desktop study addressing site suitability, geologic and geotechnical hazards (including seismic setting, liquefaction, and groundwater), preliminary grading and retaining structure recommendations, California Building Code seismic design parameters, and preliminary trail access path section recommendations.

Deliverables

- ▶ Preliminary Geotechnical Feasibility Report

TASK 5. ALTERNATIVE ANALYSES

Building on the surveying and geotechnical work completed under Tasks 3 and 4, the RICK Team, including HELIX, will develop two (2) proposed naturalization/channel softening design alternatives for the Liberty Canyon Reach, with schematic layouts and typical cross-sections reflecting a combination of channel softening, road narrowing, utility relocations, and sidewalk/pathway improvements.



Figure 4: Liberty Canyon - Naturalization Fact Sheet

Alternatives will be evaluated for hydraulic performance (via a preliminary proposed-condition HEC-RAS analysis), civil constraints, environmental considerations, and property ownership impacts, and will be compared using a cost/benefit matrix to support the City's selection of a preferred alternative. As part of this task, HELIX will evaluate a range of reinforced and vegetated channel treatments, potentially including planted riprap, turf-reinforcement matting, vegetated articulated concrete blocks, vegetated geogrids, soil lifts, live stakes or cuttings, native container planting and hydroseeding, and hybrid bioengineered stabilization measures, based on ecological value,

native vegetation establishment potential, rooting volume and soil retention capability, compatibility with expected inundation and flow conditions, resistance to scour and erosion (per engineering criteria provided by RICK), invasive species risk, inspection and maintenance requirements, constructability, and compatibility with public access and maintenance operations. HELIX's treatment recommendations are ecologically focused and do not certify the hydraulic, geotechnical, or structural suitability of the recommended products.

Deliverables

- ▶ Conceptual D-sheets and typical cross-sections for each of the two alternatives (electronic PDF and up to 3 hard copies)
- ▶ Cost/Benefit matrix comparing the two channel alternatives (electronic PDF)
- ▶ Channel Naturalization Treatment Evaluation Matrix, including recommendations for the preferred treatment or combination of treatments

TASK 6. CONCEPTUAL PLAN FOR PREFERRED ALTERNATIVE

Once the City selects a preferred alternative, the RICK Team will prepare a preferred-alternative hydraulic analysis (including a comparison of effective, existing, and proposed water surface elevations), a Conceptual Plan and Opinion of Probable Cost, and supporting environmental and traffic analyses.

In support of this task, HELIX will develop ecological design criteria for the preferred alternative, including restoration and habitat enhancement objectives, planting zones based on anticipated inundation, soil moisture, elevation, and hydraulic exposure, preliminary native plant palettes for the channel bottom, lower bank, upper bank, and upland/roadside transition, planting density, plant size, seed mix, erosion control, and temporary irrigation recommendations, and preliminary plant establishment and performance standards. HELIX's restoration specialists will also review RICK's preferred alternative plan at agreed-upon design milestones for ecological suitability, plant establishment feasibility, adequacy of planting zones and rooting areas, compatibility with

maintenance access, and consistency between the restoration concept and hydraulic vegetation assumptions, and will provide consolidated comments and participate in interdisciplinary design meetings to resolve ecological, environmental, and engineering considerations.

HELIX will lead a preliminary review of biological resource-related approvals and processes for the project, addressing potential federal, state, and/or local jurisdiction over drainages, sensitive vegetation communities and special-status species, nesting bird and other seasonal biological constraints, potential biological survey requirements, anticipated resource agency coordination, and likely permit pathways – including a USACE Section 404 Nationwide Permit, RWQCB Section 401 Water Quality Certification, and CDFW Section 1600 Streambed Alteration Agreement. Separately, once the City has selected a preferred alternative, HELIX will prepare an Environmental Opportunities and Constraints analysis based on the CEQA Guidelines Appendix G Environmental Checklist, summarizing anticipated impacts, recommended technical studies, avoidance/minimization measures, and a recommendation for the CEQA clearance process. The RICK Team will complete a traffic assessment evaluating existing and existing-with-project conditions at the four key intersections along the corridor, in accordance with the City’s July 2020 Transportation Assessment Guidelines.

Deliverables

- Conceptual (not-for-construction) design sheets, including a Concept Plan Title Sheet, Notes and Details Sheet, and Grading and Improvement Sheets (up to 4 sheets)
- Opinion of Probable Cost
- Planting Design Criteria Matrix
- Preferred Alternative Review comments
- Preliminary Biological Resources and Regulatory Pathway Memorandum
- Environmental Opportunities and Constraints Analysis
- Draft and Final Traffic Assessment Report

TASK 7. PRELIMINARY ENGINEERING REPORT

The RICK Team will summarize the results of the alternatives analysis and preferred alternative into a written Preliminary Engineering Report (PER), documenting the existing and proposed hydraulic analyses, constraints and opportunities related to hydraulics, traffic, civil design, potential grant opportunities from local resource agencies, and the conceptual full-size design public improvement plans. HELIX will provide the environmental considerations section of the PER, drawn primarily from the Environmental Opportunities and Constraints Analysis, the Preliminary Biological Resources and Regulatory Pathway Memorandum, and the Biological Constraints and Restoration Opportunities Memorandum developed under earlier tasks, and is not anticipated to require substantive new environmental or regulatory analysis at this stage.

Deliverables

- Conceptual Plans and Estimate (electronic PDF and up to 2 hard copies)
- Draft and Final Preliminary Engineering Report (electronic PDF and up to 2 hard copies)

TASK 8: FULL DESIGN-LEVEL GEOTECHNICAL INVESTIGATION (OPTIONAL)

As an optional alternative to the desktop-level study described in Task 4, ENGEO can perform a full design-level geotechnical investigation, including up to five (5) borings to depths of 30 feet, one cone penetration test (CPT) to a depth of 50 feet, one seismic CPT to a depth of 100 feet, and laboratory testing of collected samples, should the City wish to obtain more detailed subsurface information at this stage. This task is not included in the RICK Team’s base scope of work and would only be performed at the City’s request.

Deliverables

- Full Geotechnical Investigation Report, including field and laboratory data and detailed design-level recommendations

Tentative Schedule

The schedule below is presented in months from Notice to Proceed (NTP); several tasks overlap to improve overall efficiency. Once a Notice to Proceed date is issued, RICK will work with City staff to confirm calendar dates and fine-tune the schedule to align with the City's needs.

Task	Task Name	Duration from NTP	Key Milestones/ City Review Point
1	Project Management, Meetings, and Coordination	Months 1–10 (ongoing)	Kickoff meeting; monthly coordination; Public Works Subcommittee and City Council meetings
2	Existing Hydraulic Condition	Months 1–2	Effective/existing floodplain exhibit
3	Surveying and Mapping	Month 3	Design/topographic survey and base map
4	Preliminary Geotechnical Study	Month 3	Preliminary Geotechnical Feasibility Report
5	Alternative Analyses	Months 4–6	Preferred alternative selected by City
6	Conceptual Plan for Preferred Alternative	Months 6–7	Conceptual plans, cost estimate, traffic assessment
7	Preliminary Engineering Report	Months 8–10	Draft and Final PER

EXHIBIT B
PAYMENT RATES AND SCHEDULE

6. Fee Proposal

This table reflects the fee estimate for all work tasks that correlates to the scope of services described in the proposal.

Professional Engineering Services for the Liberty Canyon Channel Restoration Feasibility Study															SUB-CONSULTANT		TOTAL																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
Cost Loaded Work Plan															Hahn and Associates, Inc.		Sub-Consultant Total	Total Cost																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
City of Agoura Hills															ENGEO Incorporated		HELIX Environmental Planning	RICK Total Cost	Total Cost																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																												
Labor Classification															Principal (WR)	Associate Principal	Associate/Manager	Principal Designer	Associate Designer	Assistant Designer	Principal Traffic Engineer	Associate Traffic Designer	RICK Labor Cost	Reimbursable Expenses	RICK Total Cost	Total																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																					
Task	Billing Rates															\$300	\$285	\$265	\$230	\$190	\$170	\$155	\$250	\$170	\$0	\$0	\$0	\$0																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			
TASK 1. PROJECT MANAGEMENT, MEETINGS, AND COORDINATION																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																															
Kick-Off Meeting																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																															





REPORT TO CITY COUNCIL

DATE: OCTOBER 14, 2026

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: NATHAN HAMBURGER, CITY MANAGER

BY: AMY BRINK, DIRECTOR OF COMMUNITY SERVICES
DIEGO IBANEZ, DIRECTOR OF FINANCE

SUBJECT: APPROVE AGREEMENT FOR PURCHASE OF ART PIECES FROM MARTHA MORAN FOR THE ART IN PUBLIC PLACES PROGRAM

The City of Agoura Hills is proposing to add artwork by local artist Martha Moran, known as the “Ojai Rockstacker,” to the City’s collection as part of the Art in Public Places Program.

Martha Moran is an artist known for creating unique rock sculptures and installations using naturally occurring stones and other materials. Her work celebrates the natural beauty, balance, texture, and character of individual stones while creating distinctive works of public art.

The proposed purchase would include selected art pieces created by Martha Moran for placement within the City of Agoura Hills. The artwork would provide an opportunity to enhance the City’s public spaces while supporting the City’s ongoing commitment to incorporating visual art into the community.

The proposed artwork will be installed in the Ladyface Greenway which opened in August 2026. The Ladyface Greenway is an innovative transportation hub offering outdoor recreational and non-motorized transit opportunities, including walking, biking, and equestrian trails. Educational art elements were at the center of its design providing a cultural benefit to the community. These new pieces will become part of the City’s permanent Art in Public Places collection. Staff will coordinate with the artist regarding delivery, placement, and installation requirements to ensure the artwork is appropriately situated and safely secured.

The total cost of the proposed is \$41,839.00, which includes the purchase of the artwork and any applicable delivery and installation costs.

The purchase of these art pieces is consistent with the City’s Art in Public Places Program and provides an opportunity to acquire original artwork from a regional artist whose work reflects the natural landscape and character of the surrounding area.

The Request for Proposal process earlier this year resulted in four submissions by local artists. The proposals were reviewed by the Cultural Arts Council who made final recommendations to the Community Services Subcommittee. Those recommendations were approved. The agreement has been reviewed and approved as form by the City Attorney.

FISCAL IMPACT

There is no additional fiscal impact to the City Council Fiscal Year 2026-2027 Approved Budget as funds were appropriated for the purchase and installation of public art at the Ladyface Greenway in the Miscellaneous Funds, Intergovernmental, Art in Public Places 260-4440-568500 Account.

RECOMMENDATION

Staff respectfully recommends that the City Council approve the agreement with Martha Moran, the "Ojai Rockstacker," for the purchase of art pieces for inclusion in the City's Art in Public Places Program, in an amount not-to-exceed \$41,839, and authorize the City Manager to execute the agreement and any related documents.

Attachments

[Agreement-Martha_Moran.pdf](#)

AGREEMENT FOR CONTRACTOR SERVICES
WITH THE CITY OF AGOURA HILLS

NAME OF CONTRACTOR: Martha Moran

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Attn: Martha Moran

CONTRACTOR'S ADDRESS: 540 El Sol Avenue
Ojai, CA 93023

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

PREPARED BY: Amy Brink

COMMENCEMENT DATE: October 14, 2026

TERMINATION DATE:

CONSIDERATION: Agreement Price:
Not to Exceed: \$ 41,389 /yr

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

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

AGREEMENT BETWEEN THE CITY OF AGOURA HILLS AND MARTHA MORAN FOR THE PURCHASE OF PUBLIC ARTWORK

THIS AGREEMENT ("Agreement") is entered into this 14th day of October, 2026, by and between the City of Agoura Hills ("City") and Martha Moran ('Artist').

RECITALS

- A. On February 11, 1998, the Agoura Hills City Council adopted a resolution establishing procedures and guidelines for an Art in Public Places program.
- B. The City Council recognized that aesthetic enhancement and enrichment of the community would come by including fine art throughout the City.
- C. The goal of the Art in Public Places program is to provide a collection of nationally recognized permanent artwork that includes a wide range of quality artwork styles, themes, and media.
- D. The City desires to purchase from the Artist for the City's Art in Public Places Program the works of art consisting of five pieces entitled: 1) "Quirkie 1"; 2) "Quirkie 2"; 3) "Quirkie 3"; 4) "Whimsey"; and 5) "Griffin" (collectively "Artwork"). All five pieces are reimagined rockstacks using mixed materials. The Artwork is anticipated to be installed at the Ladyface Greenway at 28888 Agoura Road, Agoura Hills, California, 91301 ("Site").

NOW, THEREFORE, the City and the Artist, for the consideration and under the conditions hereinafter set forth, agree as follows:

ARTICLE 1: SCOPE OF SERVICES

1-1. GENERAL

(a) The Artist shall provide the City with a copy of construction plans to include dimensions, weight, a description of the materials used, and how it is assembled to include the interior structural column.

(b) If photographs exist of the construction process and components of the Artwork, a digital copy of said photographs shall be provided to the City.

(c) The Artist shall provide the City with written instructions for appropriate maintenance and conservation of Artwork and shall provide the City with any manufacturers' specifications and warranty information for materials used in the Artwork.

(d) The Artist shall submit an invoice to the City, in the fixed fee amount agreed upon in this Agreement, when all services required have been completed in substantial conformity with this Agreement.

1-2. RISK OF LOSS

Artist bears the sole risk of damage to or loss of all Artwork to be produced by Artist pursuant to this Agreement until such Artwork is delivered to City and City accepts such Artwork as satisfactorily completed.

ARTICLE 2: COMPENSATION AND PAYMENT

2-1. FIXED FEE

The City shall pay the Artist the fixed sum not-to-exceed \$41,389.00 ("Fixed Fee"), as set forth in the Fee Schedule attached hereto as Exhibit B, which shall constitute full compensation for the Artwork and all related services and materials to be performed and furnished by the Artist under this Agreement. The Fixed Fee shall be paid in one installment.

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.

ARTICLE 3: WARRANTIES

3-1. WARRANTIES OF TITLE

The Artist represents and warrants that:

- (a) The Artwork is solely the result of artistic effort by the Artist.
- (b) The Artwork is unique and original and does not infringe upon any copyright.
- (c) The Artwork, or a duplicate thereof, has not been accepted for sale elsewhere, except as disclosed and authorized in accordance with Section 5-1 below.
- (d) Artwork is free and clear of any liens from any source whatsoever.

3-2. WARRANTIES OF QUALITY AND CONDITION

The Artist represents and warrants that:

- (a) The execution of the Artwork has been performed in a workmanlike manner.
- (b) The Artwork, as fabricated and installed, will be free of defects in material and workmanship, including any defects or known qualities which cause or accelerate deterioration of Artwork;

(c) Reasonable maintenance of Artwork will not require procedures substantially in excess of those described in the maintenance recommendations by the Artist to the City. With reasonable promptness, the City shall give notice to the Artist of any observed breach.

(d) Artist warrants that Artist has visited or has been provided the opportunity to visit the Site, has become familiar with the local conditions under which the Artist will install the Artwork, and has taken into consideration these factors in submitting its fee proposal.

(e) The warranties described in this paragraph shall survive for a period of five years from the date of this Agreement.

(f) The Artist shall, at the request of the City, and at no cost to the City, cure reasonably and promptly the breach of any such warranty which is curable by the Artist and which cure is consistent with professional standards, including, for example, cure by means of repair or re-fabrication of the Artwork.

ARTICLE 4: TITLE, COPYRIGHTS, AND ASSIGNMENT OF ROYALTY RIGHTS

Title to Artwork shall pass to the City upon final acceptance and final payment to the Artist under this Agreement. The Artist hereby assigns the right to collect any royalty payments including, without limitations, those provided by Civil Code Section 986 to the City and to the City's assigns.

ARTICLE 5: ARTIST'S RIGHTS

5-1. GENERAL

The Artist retains all rights under the Copyright Act of 1976 (17 USC 101 *et. seq.*) except ownership and possession of the Artwork as installed at the Site. The Artwork consists of original artwork composed of five pieces. The Artist shall not make any exact duplicates or reproduction of the completed Artwork, nor permit others to do so, without the express prior written permission of the City. The Artist grants to the City and its assigns a nonexclusive, royalty-free license to reproduce images of the Artwork without payment of a royalty to the Artist. For the purposes of this Agreement, the following are permissible image reproductions including but not limited to: any written or printed information pertaining to the City; reproduction in exhibition catalogues, books, slides, photographs, postcards, posters, and calendars; in art magazines, art books and art and news sections of newspapers; in general books and magazines not primarily devoted to art; slides and film strips; video; computer web sites and television.

5-2. CREDIT TO THE ARTIST

All images of Artwork by the City shall contain a credit to the Artist.

5-3. CREDIT TO THE CITY

The Artist shall use his or her best efforts to give credit in any public showing under the Artist's control of illustrations of the Artwork installed at the Ladyface Greenway at 28888 Agoura Road, Agoura Hills, California, 91301: "An original Artwork owned by the City of Agoura Hills."

5-4. COPYRIGHT REGISTRATION

Any registration of a copyright under the Copyright Act of 1976 shall be the sole responsibility of the Artist, and the costs of such registration shall be borne by the Artist. The City has no obligation to sue or defend on behalf of the Artist to protect Artist's claims.

ARTICLE 6: SITING

The Artwork will be displayed in an exterior public area at the Ladyface Greenway at 28888 Agoura Road, Agoura Hills, California, 91301, or such other appropriate location designated by the City. The City retains the right to move the Artwork from one site to another throughout the serviceable life of the Artwork.

ARTICLE 7: REMOVAL, REPAIR, OR ALTERATION

7-1. The City may temporarily or permanently remove the Artwork from public display at any time.

7-2. The City may conduct work to conserve, repair, or restore the Artwork at any time where the City deems such work is prudent or necessary, provided that the City does not intentionally or through gross negligence physically deface, mutilate, alter or destroy the Artwork.

7-3. The City shall not intentionally alter, modify or change the Artwork without obtaining written permission from the Artist, except as provided for in Section 7-4.

7-4. If the Artist does not provide written permission within sixty (60) calendar days of permission being requested, the City shall have the right to alter, modify or change the Artwork pursuant to Section 7-3.

ARTICLE 8: ARTIST AS INDEPENDENT CONTRACTOR

The Artist shall perform all work under this Agreement as an independent contractor and not as an agent or employee of the City. The Artist shall not be supervised by any employee or official of the City nor shall the Artist exercise supervision over any employee or official of the City.

ARTICLE 9: INDEMNIFICATION

9-1. To the full extent permitted by law, Artist shall indemnify, hold harmless and defend City, its elected officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns from and against any and all claims, demands, causes of action, liability, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent or otherwise wrongful acts, errors or omissions of Artist or any of her volunteers or any other person or entity involved by, for, with or on behalf of Artist in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice. The parties understand and agree that the duty of Artist to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

9-2. Artist, on behalf of himself and his heirs, executors, administrators and assigns, hereby releases, discharges and agrees not to sue the City of Agoura Hills, its agents, officers, servants and employees, for any injury, death or damage to or loss of personal property arising out of, or in connection with Artist's performance of services pursuant to this Agreement, from whatever cause, including the active or passive negligence of the City of Agoura Hills.

9-3. Artist's obligations under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. Artist expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

9-4. City does not, and shall not waive any rights that it may possess against Artist because of the acceptance by City, or the deposit with City, of any insurance policy or certificate. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense. Artist agrees that Artist's covenant under this Section shall survive the termination of this Agreement.

9-5. Artist agrees to pay all required taxes on amounts paid to Artist under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Artist shall fully comply with the workers' compensation laws applicable to Artist and/or Artist's volunteers. Artist further agrees to indemnify and hold City harmless from any failure of Artist to comply with applicable workers' compensation laws. City shall have the right to offset against the amount of any fees due to Artist under this Agreement any amount due to City from Artist as a result of Artist's failure to promptly pay to City any reimbursement or indemnification arising under this Section.

ARTICLE 10: INSURANCE

10-1. Prior to commencement of work, Artist shall procure, provide, and maintain, at Artist'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 Artist, 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 Artist 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 Artist has no employees while performing under this Agreement, worker's compensation insurance is not required, but Artist shall execute a declaration that it has no employees.

(b) Minimum Limits of Insurance. Artist 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 Artist 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.

(c) 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.

(d) 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 Artist shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(e) 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.

(f) 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 Artist; products and completed operations of the Artist; premises owned, occupied or used by the Artist; or automobiles owned, leased, hired or borrowed by the Artist. 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 Artist'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 Artist'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 Artist'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. Artist 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 Artist or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Artist 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.

(g) 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.

(h) Verification of Coverage. **Artist 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.

(i) 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.

ARTICLE 11: COMPLIANCE

The Artist shall be required to comply with all Federal and State laws and the City's ordinances and regulations applicable to the performance of the Artist's services under this Agreement including, but not limited to any applicable Public Contract Code and/or Labor Code requirements.

ARTICLE 12: ENTIRE AGREEMENT

This writing embodies the entire Agreement and understanding between the parties hereto, and there are no other Agreements or understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

ARTICLE 13: MODIFICATION

No alteration, change, amendment or modification of the terms of this Agreement shall be valid, unless made in writing and signed by both parties hereto and approved by appropriate action of the City.

ARTICLE 14: APPLICABLE LAW

This Agreement, regardless of where executed or performed, shall be governed by and construed in accordance with the laws of the State of California.

ARTICLE 15: ASSIGNMENT

This Agreement is an agreement between the parties. The Artist shall not assign, encumber, or transfer voluntarily or involuntarily any of its rights, duties, or obligations under this Agreement without the express written consent of the City in each instance. Any such assignment, transfer, or encumbrance given without written consent of the City shall render this Agreement void.

ARTICLE 16: HEIRS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of the City and of the Artist and of their respective heirs, personal representatives, successors and permitted assigns.

ARTICLE 17: NOTICES

All notices, requests, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon delivery and receipt thereof, as the cause may be, if delivered personally or sent by certified mail, return receipt request, postage-prepaid as follows:

THE CITY: City of Agoura Hills
City Clerk
30001 Ladyface Court
Agoura Hills, California 91301

ARTIST: Martha Moran
540 El Sol Avenue
Ojai, CA, 93023

ARTICLE 18: ATTORNEY'S FEES

Should any action or proceeding be brought to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

ARTICLE 19: SURVIVING ARTICLES

Articles 3, 4, 5, 6, 7, 9, 15, and 16 shall survive the date whereby all services required under this Agreement have been performed. Obligations contained in other articles shall thereafter terminate.

ARTICLE 20: SEVERABILITY

Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

SECTION 21. GOVERNING LAW; JURISDICTION

City and Artist 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.

ARTICLE 22: CITY MANAGER'S SIGNATURE

It is an express condition of this Agreement that said Agreement shall not be complete or effective until signed by the City Manager on behalf of the City and by Artist.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized officers or representatives as of 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

ARTIST

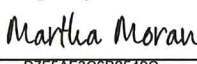
Martha Moran
540 El Sol Avenue
Ojai, CA 93023
(805) 279-7605

Marthamoran6@gmail.com

By:

Name:

Title:

Signed by:


D7F5AF3C8B2549C
Martha Moran
Artist

Exhibit A

Photographs of Artwork, composed of five pieces entitled "Quirkie 1", "Quirkie 2", "Quirkie 3", "Whimsey", and "Griffin" to be installed at the Ladyface Greenway located at 28888 Agoura Road, Agoura Hills, CA.



Quirkie #1 and Quirkie #2



Quirkie #3



Whimsey



Griffin

EXHIBIT B
Fee Schedule

This budget is for five sculptures -- a cluster of three "Quirkies," curving stone sculptures, each mounted on a grouted, concrete block bases. The fourth sculpture, "Whimsey," will be mounted on a large concrete base, but with slate stone tiles grouted to the surface. "Griffin," the largest sculpture, has a large base stone that is mounted on an eight-inch long, 1.5" diameter stainless steel pipe which is welded onto an 18" stainless steel base plate. This plate will be epoxied into the concrete footing beneath the sculpture. The bases beneath the four other sculptures will be epoxied into their concrete footings with stainless steel threaded rod. The bases will be filled solid with concrete, the sculptures secured to their bases with stainless threaded rod epoxied into the concrete-filled bases.

Design, Production, and Installation: \$41,389



RLI Insurance Company
Peoria, Illinois 61615
A stock insurance company, herein called the Company

26

PERSONAL UMBRELLA LIABILITY POLICY

These Renewal Declarations are a part of your policy. All other terms and conditions remain unchanged.

RENEWAL DECLARATIONS

Policy Number	PUP1498035	3/2/2026
Named Insured & Mailing Address	Agent	
MARTHA MORAN FRED CHASE 540 EL SOL ST OJAI, CA 93023	15981 Kraft Lake Insurance Agy Inc (844) 832-5467 5600 Beech Tree Lane Caledonia, MI 49316	
Primary Residence Address (if different than above)	Insured's Brokering Agent	
Same As Above	B6375 30616T Linda Thompson	
Policy Period - 12:01 A.M. standard time at the address of the Named Insured as stated herein.	From 05/30/2026	To 05/30/2027
Limit of Coverage	\$1,000,000	each occurrence
Fire, Weapon and Unmanned Aircraft Aggregate Limit	\$1,000,000	
Excess Uninsured Underinsured Motorists		
Limit of Coverage	\$ 0	each accident Coverage Rejected
Policy Premium	\$424	

Forms included at issuance will appear on Page 2 of this Declaration.

REQUIRED BASIC POLICIES

You agree that you and any Relative covered by this policy will be insured under the applicable Basic Policies for at least the Required Minimum Limits of Coverage listed below through the entire Policy Period for the following:

1. Any Automobile you or your Relative own or operate;
2. Any home, seasonal, secondary or rental property, or farm, you or your Relative own, reside in, lease or rent; and
3. Any Recreational Vehicles or Watercraft, you or your Relative own or operate.

Basic Policy	Required Minimum Limit of Coverage	
A. Automobile Liability	Bodily Injury	\$ 500,000 each person
		\$ 500,000 each occurrence
	Property Damage	\$ 50,000 each occurrence
	or	
	Bodily Injury and Property Damage Combined Single Limit	\$ 500,000 each occurrence

(continued on page 2)

LADYFACE GREENWAY PROJECT

Construction Plans

Overview:

When completed, there will be five sculptures:

Quirkie 1, 2 and 3 are mid-sized curving-stone sculptures which will be installed as a cluster on the hillside area, each mounted on small concrete block bases amid the plantings.

Whimsey is a larger stone, steel and aluminum sculpture which will also be mounted on a concrete base, but on a larger scale than the *Quirkies*.

Griffin is a freestanding stone sculpture with a large base rock affixed onto a stainless steel base plate that will be attached directly into the footing.

Size and Weight:

Quirkie 1 (smallest stack): 12" x 13" wide, 45" high. The rockstack is constructed of various stones including Petrified Wood, Aragonite, Indian Paint, Quartzite, and various found beach stones. The whitish center boulder is a found stone with Fairy Stone inlays. Base stone I believe is Jasper. The sculpture sits on a grouted 12" x 12" wide x 9.5" high concrete block base with concrete capstone. I can only estimate weight – I would say this piece is less than 100 pounds; the base -- 60 – 80 pounds.

Quirkie 2 (large diamond shaped stone with tall, curving stack): 16" x 20" wide, 55" high. The rockstack is constructed of various stones including Wonderstone, Petrified Wood, Quartzite, and various beach stones. The large central stone is local granite. The base stone is Verde Antique marble from the Panamint range near Death Valley. The sculpture sits on a grouted 16" x 16" x 9.5" concrete block base with capstone. Estimated weight: 175 – 275 pounds; the base -- 80 - 120 pounds.

Quirkie 3 (tan boulder sitting akilter with circular inlay): 16" x 23" wide, 59" high. The rockstack is constructed of various stones including Nephrite Jade, Quartzite, and various found beach stones. Boulder is a local sandstone with polished Petrified Wood inlays. The base stone is Verde Antique marble from the Panamint Valley near Death Valley. The sculpture sits on a grouted 16" x 16" wide x 17" high concrete block base. Estimated weight: 150 - 175 pounds; base 120 – 150 pounds.

Whimsey (oddly-shaped standing stone with steel, aluminum and concretion adornments): 22" x 27" wide, 64" high. Central stone sourced in Ojai Valley (probably granite) sits atop a slab of aggregate materials from the Quartzite Arizona area. The sculpture also includes curling pieces of steel, aluminum and inlays of conical Stromatolite fossils from Morocco (typically 100 million to 1 billion years old). The curling steel pieces are all filed to be sure there are no sharp surfaces. The small rockstack includes Wonderstone, Dalmatian Stone, Quartzite, and found beach stones. The sculpture sits on a grouted 16" x 24" wide, 25" high concrete base with capstone. Estimated weight: Sculpture – 250 - 300 pounds; Base -- 250 – 300 pounds.

Griffin (large oval-shaped boulder with inlay and rockstack atop it): 16" x 28" wide, 60" high. The large sandstone boulder is inlayed with a polished Septarian Nodule from Utah. The rockstack includes some Quartzite, but otherwise is created with inherently sculptural found local sandstone. Estimated weight: 300 – 400 pounds.

Sculpture's Construction

The rockstacks are made by drilling various stones, then stacking them on stainless steel threaded rod. The stones will be epoxied into fixed positions and the bottom of the threaded rod will be epoxied permanently into a hole drilled into the top of the main stones.

Upright boulders are drilled (two holes) and will be epoxied into the large bottom stones. These stones are also drilled and will be epoxied permanently to the concrete bases.

Base Construction

The *Quirkies* will be mounted on CMU Precision column block bases, then finished with mortar and grout (which will blend in with the plants as they grow). *Quirkie 1* and *2* will be affixed to concrete cubes, each made with the square concrete column blocks. *Quirkie 3* and *Whimsey* will have taller bases. All the bases will have 1.2" stainless steel threaded rod epoxied into the inside corner edges with Simpson Strong-Tie High Strength Anchoring Adhesive which will extend 4 – 6" below the bottom of each cube. The threaded rod will be affixed into each footing. On the top of the cubes will be a capstone. The threaded rod will be epoxied into holes drilled into the corners of each capstone. Epoxy will be used along the whole top surface of each block to glue the capstone to the base. Once dry, the cubes will be mortared to provide a surface texture, then grouted and sealed with a concrete sealer. *Please see drawings.*

With the taller bases of *Quirkie 3* and *Whimsey*, the rods will be epoxied into the inside corners, extending the whole length of the blocks that are stacked and epoxied on top of each other. The capstone will be epoxied to the stack just as the *Quirkies'* capstones were attached, with the rod extending and epoxied into the capstones. The rods will extend 4" – 6" below the bottom edge of the stack to affix into the footings.

Whimsey has a 24" x 16" wide base, and will be made with 3 stacked 16" x 16" x 8" column blocks epoxied to 3 stacked 16" x 8" x 8" concrete blocks. To secure the stack of 8" wide blocks to the 16" blocks, stainless steel rods will be epoxied through the concrete blocks horizontally to be sure the blocks are firmly secure. All blocks will be epoxied together on the full surface of the blocks to secure the pedestal. *Please see drawings.*

Griffin stands on an 18" stainless steel base plate with an 8" stainless steel pipe (1.5" diameter) welded to it and inserted into a hole drilled into the bottom of the stone. The plate will be anchored into the sculpture's footing with stainless steel screws, using Simpson Strong-Tie High Strength Anchoring Adhesive.

LADYFACE GREENWAY PROJECT

Maintenance Instructions

The stones in all the sculptures will be double coated with Stone Technologies Concrete Sealer X-3, a sealant specifically designed both to protect and preserve the stone from UV damage and help with defacement by graffiti. The company recommends the stone be resealed every few years, depending on weather conditions. I always keep an eye on my public art commissions, particularly in the first few years to determine how often the work needs sealing. The steel will also have a sealant on it (to be determined). None of the sculptures are under tree limbs, but occasionally birds will poop on them. They can be gently cleaned with water and a rag. I prefer that acid-based cleaners not be used on the stones. Diluted "Dawn" dish liquid is my first choice if the water isn't enough. Diluted "Simple Green" is a second choice. As to any other issues, I prefer that I be called to assess any other situations. I am happy to do the sealing upkeep every few years. It would be nice if the city paid for the X-3 sealant which I order from Stone Technologies in Tennessee. They specialize in sealants for particular situations and always give expert advice. With the sealing, I will check that all the epoxies are holding up, nothing has discolored or is coming loose, and give the work a good cleaning before applying the sealant.

Whimsey, the fourth sculpture, will be mounted on a larger concrete base (which may be grouted like the Quirkie bases or have slate tile grouted to the surface). *Griffin*, the largest sculpture, has a large base stone that is mounted on an eight-inch long, 1.5" diameter stainless steel pipe which is welded onto an 18" stainless steel base plate. This plate will be epoxied into the concrete footing beneath the sculpture. The bases beneath the four other sculptures will be epoxied into their concrete footings with stainless steel threaded rod. The bases will be filled solid with concrete, the sculptures secured to their bases with stainless threaded rod epoxied into the concrete-filled bases.

Quirkie and Whimsey Construction



REPORT TO CITY COUNCIL

DATE: OCTOBER 14, 2026

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: NATHAN HAMBURGER, CITY MANAGER

BY: MARY HADDAD, COMMUNICATIONS MANAGER
JANE HOOVER, ADMINISTRATIVE AIDE

SUBJECT: ADOPT ORDINANCE NO. 26-489 TO BAN THE USE AND SALE OF GLUE TRAPS IN THE CITY OF AGOURA HILLS

At the Adjourned City Council meeting on September 22, 2026, the City Council conducted a Public Hearing and, by a vote of 4-0, with Councilmember Sylvester absent, waived full reading and introduced Ordinance No. 26-489, prohibiting the use and sale of glue traps within the City of Agoura Hills.

Glue traps are most commonly used to control rodents, but they can also unintentionally capture other animals, including birds, snakes, squirrels, and domestic animals such as cats. Glue traps are primarily used by homeowners, produce processors, and pest management companies to control rodent populations. All glue traps, regardless of their size or intended victim, pose animal welfare and health concerns.

With the adoption of this Ordinance, which will go into effect on December 1, 2026, the City's Communications team will work with local businesses, pest-management professionals, and the community to provide information about the new requirements and available alternatives to glue traps. The goal will be to provide clear information about the Ordinance, explain the rationale behind the ban, and help residents and businesses transition to effective alternatives.

FISCAL IMPACT

There is no fiscal impact to the City Council FY 2026-27 adopted Budget.

RECOMMENDATION

Staff respectfully recommends the City Council adopt Ordinance No. 26-489; An Ordinance of the City Council of the City of Agoura Hills, California, Amending the Agoura Hills Municipal Code to Add a New Chapter 7 (Glue Traps) to Article V (Sanitation And Health) to Prohibit the Use and Sale of Glue Traps and Making Findings of Exemption Pursuant to California Environmental Quality Act.

Attachments

[AH_2026_Glue_Trap_Ordinance_2.pdf](#)

DRAFT ORDINANCE NO. 26-489

AN ORDINANCE OF THE CITY OF AGOURA HILLS AMENDING THE AGOURA HILLS MUNICIPAL CODE TO ADD A NEW CHAPTER 7 (GLUE TRAPS) TO ARTICLE V (SANITATION AND HEALTH) TO PROHIBIT THE USE AND SALE OF GLUE TRAPS AND MAKING FINDINGS OF EXEMPTION PURSUANT TO CEQA

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

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AGOURA HILLS HEREBY ORDAINS AS FOLLOWS:

Section 1. Recitals.

A. The Agoura Hills City Council recognizes animal rights to prevent unnecessary suffering due to glue traps;

B. The City aims, whenever possible, to protect the public health and welfare, including local wildlife, all of which increases the sustainability and quality of life for Agoura Hills residents and visitors.

C. Because the City understands that education about and compliance with this Glue Trap Ordinance ("Ordinance") will take some time, the City Council desires to provide a grace period for enforcement of this Ordinance and therefore directs City to delay enforcing this Ordinance until December 1, 2026.

Section 2. Code Amendment. Article V (Sanitation and Health) of the Agoura Hills Municipal Code is hereby amended to add a new Chapter 7 (Glue Traps) to read as follows:

"Chapter 7: Glue Traps.

5700. – Definitions

For purposes of this Chapter, the following definitions apply:

(a) "Animal" shall mean any vertebrate or invertebrate animal, such as rodents, birds, reptiles, and insects.

(b) "Glue Trap" shall mean a device that is designed to or is capable of being used to capture any animal by means of an adhesive substance or similar sticky substance.

(c) "Person" includes a natural person, a corporation, a partnership, limited partnership or other unincorporated association, a general partner of a partnership or limited partnership, a limited liability company, a public entity, a trust or any other corporate form cognizable under California law.

(d) "Sell" or "sale" shall mean any transfer, exchange, barter, gift, offer for sale, or distribute for a commercial purpose in any manner or by any means whatsoever.

5701. – Prohibitions.

(a) It is unlawful to sell, offer for sale, or display for sale glue traps within the City of Agoura Hills.

(b) It is unlawful to set, place, or otherwise use a glue trap or direct or permit another person to set, place, or use a glue trap to capture or kill any animal within the City of Agoura Hills."

Section 3. California Environmental Quality Act ("CEQA"). The City Council finds that this Ordinance is exempt from the CEQA for the following reasons:

A. The Ordinance is not subject to the requirements of CEQA because this Ordinance is not a "project" within the meaning of CEQA Guidelines Section 15378(b)(5) because prohibiting the use of sale of glue traps within the City is an administrative act of the City that does not authorize construction, does not change land use and does not cause any physical change to the environment and therefore has no potential for resulting in direct or indirect physical change in the environment, as other forms of pest control remain available.

B. Alternatively, even if the adoption of this Ordinance is found to be a project, it is exempt from CEQA pursuant to CEQA Guidelines Section 15308 (Actions by Regulatory Agencies for Protection of Natural Resources) because it is an action taken by a regulatory agency to ensure the enhancement and protection of the environment by protecting animals from slow, cruel and inhumane death; and

C. This Ordinance is also exempt from environmental review under CEQA pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the Municipal Code amendments would have a significant impact on the environment. The Ordinance imposes regulations on a product that has other forms of pest control fully available, so there is no plausible pathway to a physical environmental effect.

Section 4. 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 5. Effective Date. This ordinance shall take effect thirty days after adoption.

Section 6. 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 ____ day of 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