



**AGENDA
REGULAR MEETING
AGOURA HILLS CITY COUNCIL**

Civic Center - Council Chambers
30001 Ladyface Court, Agoura Hills, California 91301
**Wednesday, August 26, 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

ROLL CALL

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

REPORT OF CLOSED SESSION

APPROVAL OF AGENDA

PRESENTATIONS

Business of the Month - Presentation to Found Recovery
Proclamation Recognizing Healthcare for Homeless Animals (HHA)

INTERGOVERNMENTAL, SPECIAL PURPOSE COMMITTEE, AND DEPARTMENTAL REPORTS

Introduction of District Representative Sean Regan from Senator Ben Allen's Office
Las Virgenes/Malibu Council of Governments Update
Santa Monica Mountains Conservancy Advisory Committee Update

PUBLIC COMMENTS

(This section is reserved for persons wishing to address items not listed on the Agenda that are under the subject matter jurisdiction of the City Council. Please refer to "Public Participation" below 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. Comments are limited to three (3) minutes per speaker for the entire Consent Calendar, not per item. Please refer to "Public Participation" below for full details on how to speak or submit written public comments under this category.)

1. Approve Demand Warrant Register No. 957
RECOMMENDATION: Approve Demand Warrant Register No. 957.
2. Approve Treasurer's Reports from October 2025 to June 2026
RECOMMENDATION: Approve Treasurer's Reports from October 2025 to June 2026.
3. Approve Treasurer's Report for July 2026
RECOMMENDATION: Approve Treasurer's Report for July 2026.

4. Approve Award of a Contractor Services Agreement with Sweeping Corp of America for Street Sweeping Services
RECOMMENDATION: 1) Award a Contractor Services Agreement, with Sweeping Corp of America, for street sweeping services; and, 2) Allocate an additional \$20,400 of Gas Tax Funds in the Fiscal Year 2026-27 Budget during the Mid-Year Review Process.
5. Approve Award of a Contractor Services Agreement with West Coast Arborists, Inc., for Tree Maintenance Services
RECOMMENDATION: Award a Contractor Services Agreement, with West Coast Arborists, Inc., for tree maintenance services.
6. Approve the Eighth Amendment to Agreement for Design Professional Consultant Services, with Kimley-Horn and Associates, Inc., for Additional Engineering Design and Right-of-Way Acquisition Services and Term Extension for the Kanan Road/Agoura Road Ultimate Intersection Improvements Project
RECOMMENDATION: Approve the Eighth Amendment to the Agreement for Design Professional Consultant Services, with Kimley-Horn and Associates, Inc., (KHA) for additional engineering design services, right-of-way acquisition services, and term extension for the Kanan Road/Agoura Road Ultimate Intersection Improvements Project.
7. Approve Agreement for Contractor Services, with GSG Protective Services, for Security Services
RECOMMENDATION: Approve Agreement for Contractor Services, with GSG Protective Services, for Security Services.
8. Approve Agreement for Contractor Services, with Kimley-Horn and Associates, Inc., for the Preparation of the City's 7th Cycle Housing Element
RECOMMENDATION: Approve Agreement for Contractor Services, with Kimley-Horn and Associates. Inc., for the Preparation of the City's 7th Cycle Housing Element.
9. Approve Agreement for Design Professional Consultant Services, with Kimley-Horn and Associates, Inc., for the Bicycle Master Plan Implementation Project - Reyes Adobe Road Class II Bike Lane Gap Closure
RECOMMENDATION: Approve Agreement for Design Professional Consultant Services, with Kimley-Horn and Associates, Inc., for the Bicycle Master Plan Implementation Project – Reyes Adobe Road Class II Bike Lane Gap Closure.

DISCUSSION / ACTION

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

10. Discussion Regarding a Presentation by King Capital Advisors to Assist the City of Agoura Hills with Investment Management of Funds in Accordance with the City's Annual Investment Policy and California Code Section 53600 and In Partnership with Cambridge Investment Research Inc., a Broker Dealer for Managing Investments and Executing Investment Transactions
RECOMMENDATION: Discussion Regarding a Presentation by Mark Edelman, Executive Vice President of King Capital Advisors to Discuss Investment Management of City Funds in Accordance with California Code Section 53600.

CITY COUNCIL, STAFF COMMENTS

ADJOURNMENT

The next Regular City Council Meeting will be held at 6:00 p.m., on September 9, 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, August 26, 2026 Regular City Council Meeting will be broadcast 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: August 20, 2026



REPORT TO CITY COUNCIL

DATE: AUGUST 26, 2026
TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: NATHAN HAMBURGER, CITY MANAGER
BY: ALEJANDRA KINCHELOE, ACCOUNTING SPECIALIST
SUBJECT: APPROVE DEMAND WARRANT REGISTER NO. 957

Demand Warrant Register No. 957 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. 957.

Attachments

[Demand Register 957.pdf](#)

AUGUST 26, 2026

DEMAND WARRANT REGISTER NO. NINE HUNDRED FIFTY-SEVEN

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

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

I hereby certify Demand Warrant Register No. 957 is a full, true, and correct statement.

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

Nathan Hamburger, City Manager

Demand Register 957



Payment Date	Number	Vendor Name	Payable Description	Payment Amount
08/06/2026	120398	Anneli Accomazzo	Purchased Art - Mayor's Art Show 2024	49.35
08/06/2026	120399	City of Los Angeles Treasurer	Cost Sharing for SMBBB TMDLs CSMP - MOA C-200388	6,172.16
08/06/2026	120400	Create Studio	Instructor Payment 07/17/27 - 07/31/27	2,464.00
08/06/2026	120401	Delphine G. Herrera	Instructor Payment Zumba 07/06/26 - 07/27/26	935.00
08/06/2026	120402	Direct Tv	Cable Services 07/30/26 - 08/29/26	64.99
08/06/2026	120403	Dish	Rec Center Cable Services	339.46
08/06/2026	120404	Elizabeth Eaves	Instructor Payment 07/02/26 - 07/30/26	374.20
08/06/2026	120405	Los Angeles County Sheriff Department	Wage Garnishment	760.74
08/06/2026	120406	M & L Partnership	Fingerprinting	70.00
08/06/2026	120407	Maya Torres-Aguirre	Security Deposit Refund - Event 07/17/26	1,000.00
08/06/2026	120408	Void	Void	-
08/06/2026	120409	Pegasus Studios	Broadcast Services Jul 2026	2,150.00
08/06/2026	120410	Ron Troncatty	Monthly Maintenance Old Agoura Park Jul 2026	1,825.00
08/06/2026	120411	SaberDome Corp	Monthly Billing & Licenses Aug 2026	12,257.58
08/06/2026	120412	Sam Hill & Sons, Inc	Driver Drain Stormwater Project - Jul 2026	162,674.89
08/06/2026	120413	SCA of CA LLC	Street Sweeping Jul 2026	12,351.00
08/06/2026	120414	South Central Planning and Development Commission	Permitting, Planning & Zoning & Code Enforcement	1,820.83
08/06/2026	120415	Southern California Edison	Utilities	326.61
08/06/2026	120416	Staples	Office Supplies	130.65
08/06/2026	120417	The Acorn Newspapers	City Ad 08/07/26	295.99
08/06/2026	120418	TPX Communications	Monthly Communication 07/23/26 - 08/22/26	1,041.19
08/06/2026	120419	United States Postal Service	Bulk Postage Fee	2,500.00
08/06/2026	120420	Conejo Valley Youth Sports, LLC	Instructor Payment	4,468.80
08/06/2026	120421	Dudek	Professional Services 05/23/26 - 06/26/26	2,115.00
08/06/2026	120422	Genesis Floor Covering Inc	Event Center Floor Replacement	5,689.00
08/06/2026	120423	Melisa Caric	Professional Services Apr & Jun 2026	7,690.00
08/06/2026	120424	SaberDome Corp	Sharepoint Migration - Remote Support	375.00
08/06/2026	120425	Sam Hill & Sons, Inc	Driver Drain Stormater Project Jun 2026	51,260.36
08/06/2026	120426	Sky Elements LLC	Remaining Balance for Invoice 4173 - Drone Show	450.00
08/06/2026	120427	Southern California Edison	Utilities 06/05/26 - 07/06/26	26,096.81
08/06/2026	120428	Townsend Public Affairs, Inc.	Consulting Services Jun 2026	6,000.00
08/06/2026	120429	Varn Painting, Inc	Morrison Park ADA Rehabilitation PPt #5	26,315.77
08/06/2026	120430	Venco Electric Inc.	Electric Repair - Reyes Adobe Jun 2026	19,472.79
08/06/2026	120431	Ondrea Devincentis	Instructor Payment Chair Yoga 07/01/26 - 07/29/26	126.00
			Total	359,663.17
Council of Governments AP Account				
08/06/2026	5002	Printing Systems	A/P Checks for the COG Account	134.89
08/06/2026	5003	Accenture LLP	Construction Services May & Jun 2026	81,272.50
		Invoice	Total	81,407.39
Payroll				
08/07/2026			Payroll & Vendor Payments	\$222,841.74
08/13/2026	120432	Us Bank Corp. Payment System	City Credit Card Jul 2026	19,960.08
08/13/2026	120433	Access Information Intermediate Holdings I, LLC	Storage Jul 2026	2,042.96
08/13/2026	120434	City of Thousand Oaks Finance/Cashier	Agoura DAR Cost & Management Fee	47,417.55
08/13/2026	120435	Conejo Valley Tourism Improvement District Inc	Tourism Fee 2nd Quater 2026	150,510.52
08/13/2026	120436	Dudek	Professional Services 02/21/26 - 03/27-26	4,242.50
08/13/2026	120437	Geodynamics	Geotechnical Review Services Jun 2026	3,515.00
08/13/2026	120438	GMZ Engineering, Inc.	Progress Pay No. 22 Jun 22 - Ladyface Greenway Project	666,146.67
08/13/2026	120439	Johnson Controls	Alarm & Detection Apr - Jun 2026	3,289.00
08/13/2026	120440	Kimley Horn & Assoc.	Design Meetings & Revisions Jun 2026	14,446.89
08/13/2026	120441	Rincon Consultants	Consulting Services thru 06/30/26	7,843.75
08/13/2026	120442	A Rental Connection	July 5th Concert Lighting & Generator	1,718.60
08/13/2026	120443	Access Information Intermediate Holdings I, LLC	Storage Jul 2026	921.03
08/13/2026	120444	Amstar	Messenger/Delivery Services - Nomination Papers	452.65
08/13/2026	120445	AT&T	Internet 08/06/26 - 09/05/26	205.20
08/13/2026	120446	At&t Mobility	Ipads Connections Jul 2026	823.29
08/13/2026	120447	Base Hill, Inc.	Janitorial Services Jul 2026	5,860.00
08/13/2026	120448	Brightview Landscape Services	Landscape Maintenance Jul 2026	31,375.17
08/13/2026	120449	Bureau Veritas America	Building Plans Revision Services Jul 2026	14,625.00
08/13/2026	120450	Cal State Site Services	Aug 2nd Concert Portable Restrooms	688.14
08/13/2026	120451	California Stormwater Quality Association	CASQA Dues - LA Regional Membership - Malibu Creek	2,385.00
08/13/2026	120452	Caltech Women's Club	Caltech History & Architectural Tour Service	300.00
08/13/2026	120453	Claudia Perez	Security Deposit Refund - Event 08/01/26	1,000.00
08/13/2026	120454	Cloud Driven Solutions, Inc.	AgendaLink Annual License & Support Services	5,154.00
08/13/2026	120455	Emergency Preparedness In Calabasas	Annual Use of EPIC Smartphone APP Software	5,000.00
08/13/2026	120456	Executive Facilities Services, Inc	Janitorial Services Aug 2026	2,930.76
08/13/2026	120457	Geodynamics	Geotechnical Review Services Jul 2026	2,358.75
08/13/2026	120458	Gotem, Inc.	Monthly General Pest Control Jul 2026	495.00
08/13/2026	120459	GSG Protective Services	Security 07/20/26 - 08/02/26 Event Center	2,160.00

08/13/2026	120460	Johnson Controls	Alarm & Detection Service Jul 2026	2,484.46
08/13/2026	120461	Las Virgenes Municipal Water	Water Usage 06/22/26 - 07/20/26	26,734.72
08/13/2026	120462	Laser Technology Inc.	LIDAR Repair & Recalibration	600.90
08/13/2026	120463	Melisa Caric	Professional Services Jul 2026	7,395.00
08/13/2026	120464	Michael Lang	Fall 2026 Activity Guide & Butterfly Signage Design	13,125.00
08/13/2026	120465	Ooma, Inc.	AirDial Services Jul 2026	553.37
08/13/2026	120466	Patrick O'Connell	July 5th Concert Decor	750.00
08/13/2026	120467	Pepperdine University	AI Training Lunch & Learn / Deep Dive	10,000.00
08/13/2026	120468	PermiTech Solutions Corporation	Professional Services Jul 2026	113.75
08/13/2026	120469	Reserve Account Pitney Bowes	Reserve Account #10715282	500.00
08/13/2026	120470	Signature Signs	Fabrication, Installation, & Removal	2,290.08
08/13/2026	120471	Smith Pipe & Supply Inc.	Irrigation Supplies - Forest Cove Main Line	184.52
08/13/2026	120472	Southern California Edison	Utilities 06/23/26 - 08/04/26	13,393.57
08/13/2026	120473	Staples	Office Supplies	89.85
08/13/2026	120474	The Acorn Newspapers	City Ad 07/31/26	873.00
08/13/2026	120475	Total Access Elevator LLC	Elevator Maintenance Aug 2026	155.00
08/13/2026	120476	Vant System	Security Service Call 07/16/26	169.00
08/13/2026	120477	Ventura Transit Systems	Transportation Services Jul 2026	1,320.00
			Total	<u>1,078,599.73</u>
	ACH Payment			
08/13/2026	DFT0008005	Spare Labs Inc.	Dial-A-Ride Aug 2026	1,875.00
08/13/2026	DFT0008009	U.S. Bank	Successor Agency AH Redevelopment TAB Series 2008	56,372.64
08/13/2026	DFT0008010	U.S. Bank	Successor Agency AH Redevelopment TAB Series 2008	310,281.87
			Total	<u>58,247.64</u>
			Grand Total	<u>1,800,759.67</u>

Demand Warrant Register No. 957

PASSED, APPROVED, AND ADOPTED this 26th day of August, 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: AUGUST 26, 2026
TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: NATHAN HAMBURGER, CITY MANAGER
BY: DIEGO IBANEZ, DIRECTOR OF FINANCE
SUBJECT: APPROVE TREASURER'S REPORTS FROM OCTOBER 2025 TO JUNE 2026

The attached reports detail the activity of pooled cash for the City's General Fund and Special Funds, bond transactions, and investment monies dedicated to the the California Local Agency Investment Fund (LAIF).

Due to a shortage of staff and necessary banking reconciliations, accounts payable process, payroll submissions and year end audit prep, these final reports were delayed. Staff is now able to finalize the monthly reconciliations of the Treasurer's Reports for the Fiscal Year 2025-26.

FISCAL IMPACT

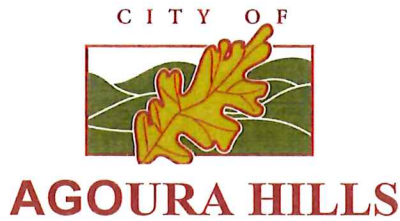
There is no impact to the City Council approved Fiscal Year 2025-26 or the Current Fiscal Year 2026-27 Budget.

RECOMMENDATION

Approve Treasurer's Reports from October 2025 to June 2026

Attachments

[AH Treasurer's Report Oct 25 - Jun 26.pdf](#)



"Gateway to the Santa Monica Mountains National Recreation Area"

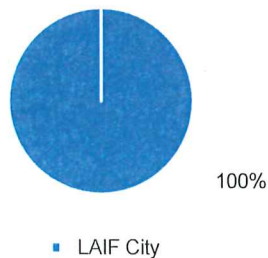
Treasurer's Report October 2025

Asset Category	Policy Maximum	Market Value	Par Value	% Portfolio	Yield	Days to Maturity
Cash and Cash Equivalents						
Pooled Cash	n/a	\$ 1,000,000.00	\$ 1,000,000.00	n/a	n/a	n/a
Pooled Cash - Sweep	n/a	\$ 3,458,302.07	\$ 3,458,302.07	n/a	4.22%	1
Petty Cash	n/a	\$ 800.00	\$ 800.00	n/a	n/a	n/a
Flexible Spending Acct	n/a	\$ 21,112.10	\$ 21,112.10	n/a	n/a	n/a
Bond Accounts	n/a	\$ 2,781,261.44	\$ 2,781,261.44	n/a	n/a	n/a
Successor Agency Cash Deposits	n/a	\$ 4,027.18	\$ 4,027.18	n/a	n/a	n/a
Successor Agency Bond Accounts	n/a	\$ 560,927.08	\$ 560,927.08	n/a	n/a	n/a
Investments						
LAIF City	75 Million	\$ 23,410,474.61	\$23,410,474.61	100%	4.31%	1
LAIF Successor Agency	75 Million	\$ 13,239.16	\$ 13,239.16	100%	4.31%	1

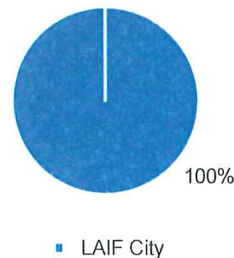
PORTFOLIO ASSET ALLOCATION

Asset Category	Market Value 10/31/2025	% of Portfolio 10/31/2025	Market Value 10/31/2025	% of Portfolio 10/31/2025
LAIF City	\$ 23,666,206.45	100%	\$ 23,666,206.45	100%

Asset Allocation 10/31/25

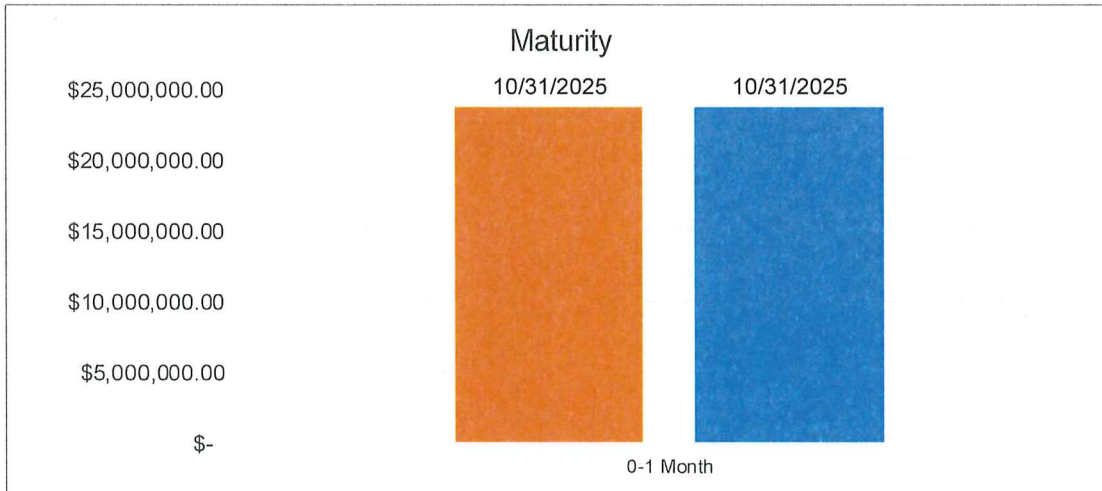


Asset Allocation 10/31/25



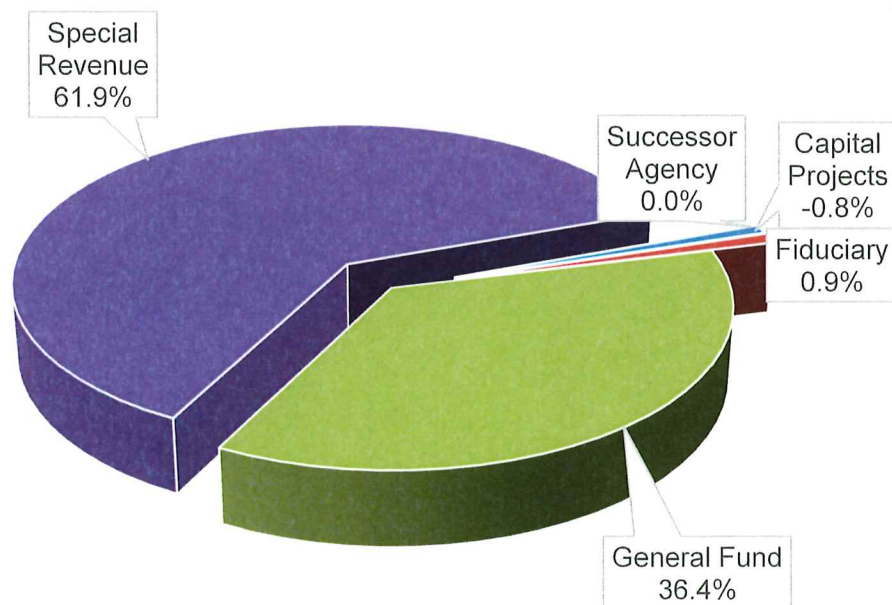
PORTFOLIO MATURITY

Maturity Range	Market Value 10/31/2025	% of Portfolio 10/31/2025	Market Value 10/31/2025	% of Portfolio 10/31/2025
0-1 Month	\$ 23,666,206.45	100%	\$ 23,666,206.45	100%



POOLED CASH DISTRIBUTION

Pooled Cash Distribution



INVESTMENT POLICY COMPLIANCE

I certify that the City's Investment Portfolio is in full compliance with the City's Investment Policy and California Government Code Section 53601, and I believe the Investment Pool contains sufficient cash flow from liquid and maturing securities, bank deposits, and income to meet the City's expenditure requirement for the next six months.



Nathan Hamburger, City Manager
August 17, 2026



"Gateway to the Santa Monica Mountains National Recreation Area"

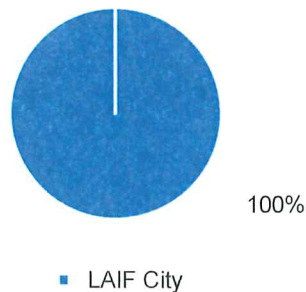
Treasurer's Report November 2025

Asset Category	Policy Maximum	Market Value	Par Value	% Portfolio	Yield	Days to Maturity
Cash and Cash Equivalents						
Pooled Cash	n/a	\$ 1,000,000.00	\$ 1,000,000.00	n/a	n/a	n/a
Pooled Cash - Sweep	n/a	\$ 3,553,596.84	\$ 3,553,596.84	n/a	4.22%	1
Petty Cash	n/a	\$ 800.00	\$ 800.00	n/a	n/a	n/a
Flexible Spending Acct	n/a	\$ 19,789.78	\$ 19,789.78	n/a	n/a	n/a
Bond Accounts	n/a	\$ 3,189,346.20	\$ 3,189,346.20	n/a	n/a	n/a
Successor Agency Cash Deposits	n/a	\$ 4,027.18	\$ 4,027.18	n/a	n/a	n/a
Successor Agency Bond Accounts	n/a	\$ 560,928.44	\$ 560,928.44	n/a	n/a	n/a
Investments						
LAIF City	75 Million	\$ 23,666,206.45	\$23,666,206.45	100%	4.31%	1
LAIF Successor Agency	75 Million	\$ 13,239.16	\$ 13,239.16	100%	4.31%	1

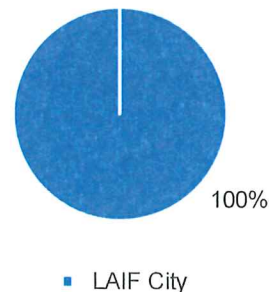
PORTFOLIO ASSET ALLOCATION

Asset Category	Market Value 11/30/2025	% of Portfolio 11/30/2025	Market Value 11/30/2025	% of Portfolio 11/30/2025
LAIF City	\$ 23,666,206.45	100%	\$ 23,666,206.45	100%

Asset Allocation 11/30/25

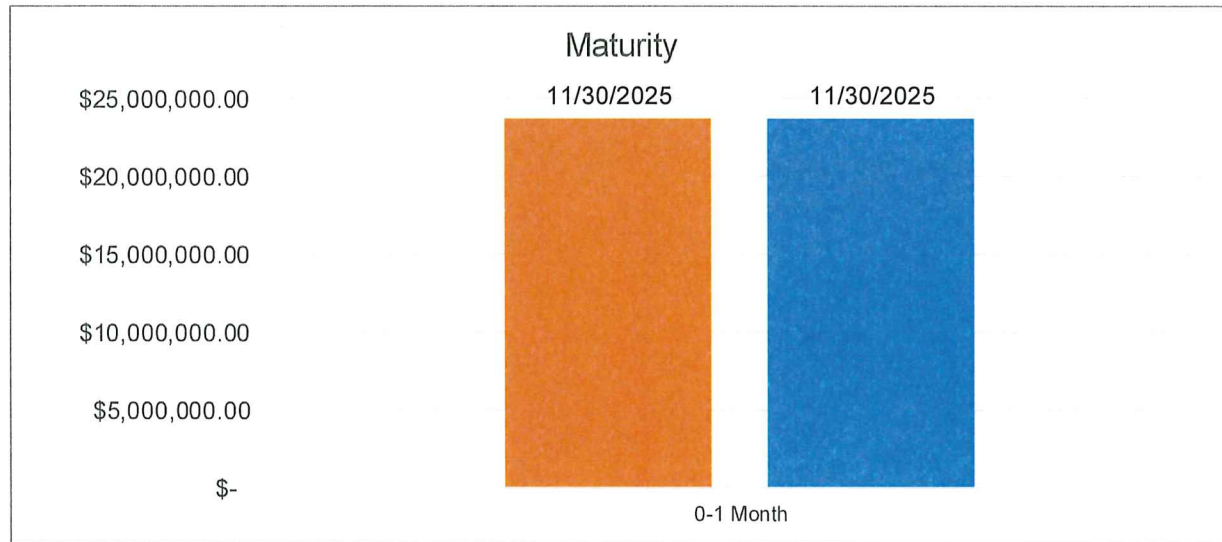


Asset Allocation 11/30/25

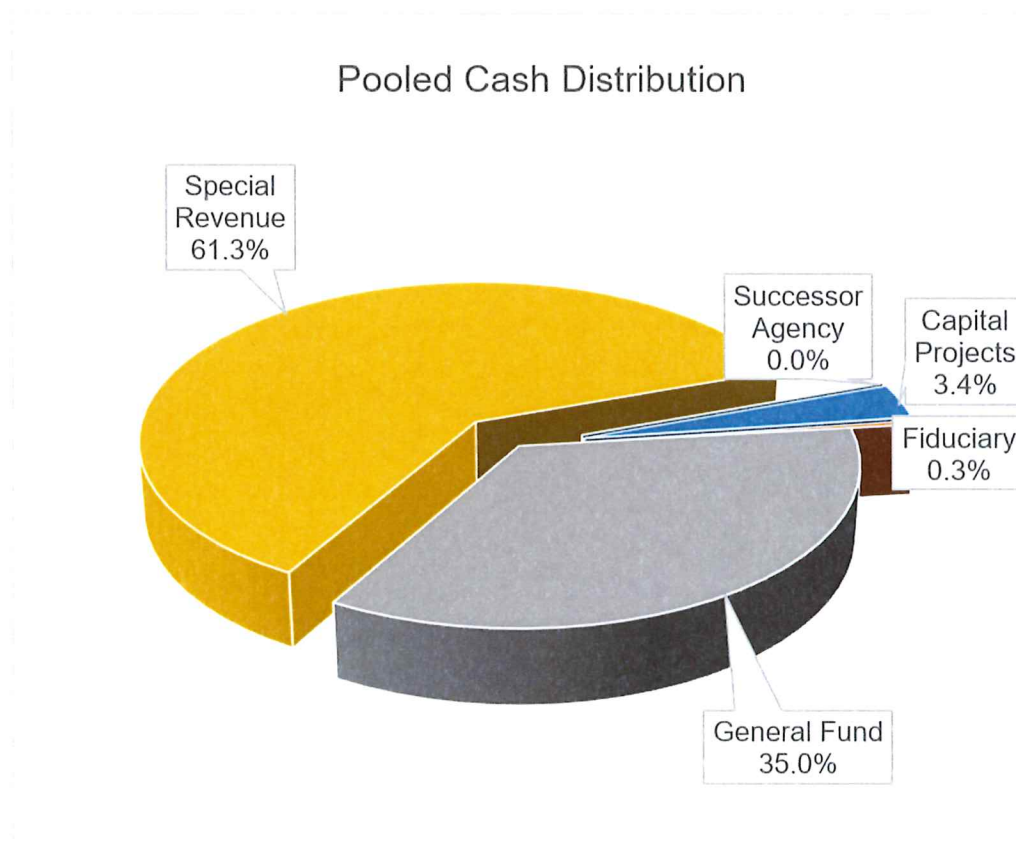


PORTFOLIO MATURITY

Maturity Range	Market Value 11/30/2025	% of Portfolio 11/30/2025	Market Value 11/30/2025	% of Portfolio 11/30/2025
0-1 Month	\$ 23,666,206.45	100%	\$ 23,666,206.45	100%



POOLED CASH DISTRIBUTION



INVESTMENT POLICY COMPLIANCE

I certify that the City's Investment Portfolio is in full compliance with the City's Investment Policy and California Government Code Section 53601, and I believe the Investment Pool contains sufficient cash flow from liquid and maturing securities, bank deposits, and income to meet the City's expenditure requirement for the next six months.



Nathan Hamburger, City Manager
August 17, 2026



"Gateway to the Santa Monica Mountains National Recreation Area"

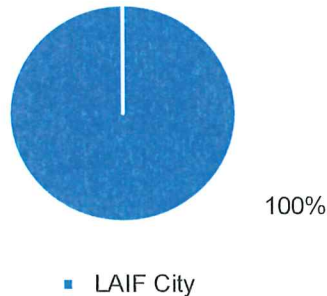
Treasurer's Report December 2025

Asset Category	Policy Maximum	Market Value	Par Value	% Portfolio	Yield	Days to Maturity
Cash and Cash Equivalents						
Pooled Cash	n/a	\$ 1,000,000.00	\$ 1,000,000.00	n/a	n/a	n/a
Pooled Cash - Sweep	n/a	\$ 5,410,294.03	\$ 5,410,294.03	n/a	4.22%	1
Petty Cash	n/a	\$ 800.00	\$ 800.00	n/a	n/a	n/a
Flexible Spending Acct	n/a	\$ 14,262.42	\$ 14,262.42	n/a	n/a	n/a
Bond Accounts	n/a	\$ 2,786,732.65	\$ 2,786,732.65	n/a	n/a	n/a
Successor Agency Cash Deposits	n/a	\$ 4,027.18	\$ 4,027.18	n/a	n/a	n/a
Successor Agency Bond Accounts	n/a	\$ 320,932.56	\$ 320,932.56	n/a	n/a	n/a
Investments						
LAIF City	75 Million	\$ 23,666,206.45	\$ 23,666,206.45	100%	4.31%	1
LAIF Successor Agency	75 Million	\$ 13,239.16	\$ 13,239.16	100%	4.31%	1

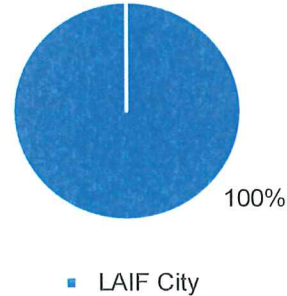
PORTFOLIO ASSET ALLOCATION

Asset Category	Market Value 12/31/2025	% of Portfolio 12/31/2025	Market Value 12/31/2025	% of Portfolio 12/31/2025
LAIF City	\$ 23,666,206.45	100%	\$ 23,666,206.45	100%

Asset Allocation 12/31/25

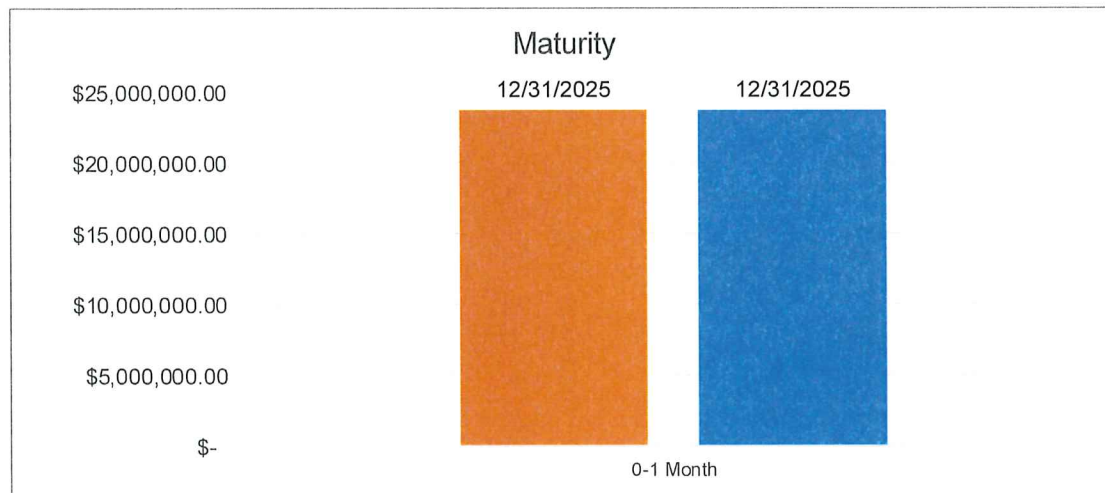


Asset Allocation 12/31/25

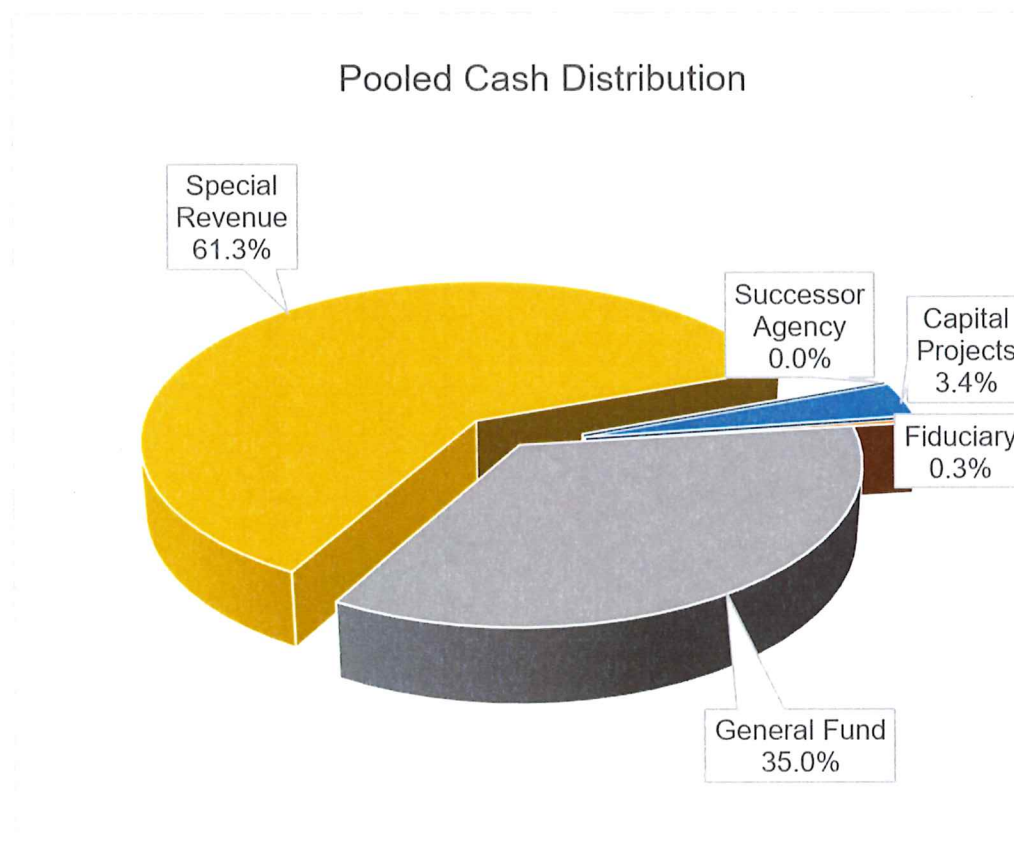


PORTFOLIO MATURITY

Maturity Range	Market Value 12/31/2025	% of Portfolio 12/31/2025	Market Value 12/31/2025	% of Portfolio 12/31/2025
0-1 Month	\$ 23,666,206.45	100%	\$ 23,666,206.45	100%



POOLED CASH DISTRIBUTION



INVESTMENT POLICY COMPLIANCE

I certify that the City's Investment Portfolio is in full compliance with the City's Investment Policy and California Government Code Section 53601, and I believe the Investment Pool contains sufficient cash flow from liquid and maturing securities, bank deposits, and income to meet the City's expenditure requirement for the next six months.



Nathan Hamburger, City Manager
August 17, 2026



"Gateway to the Santa Monica Mountains National Recreation Area"

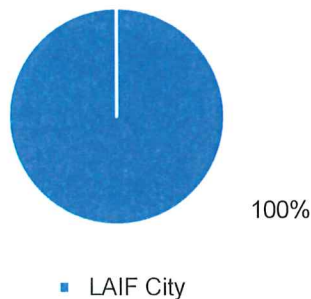
Treasurer's Report January 2026

Asset Category	Policy Maximum	Market Value	Par Value	% Portfolio	Yield	Days to Maturity
Cash and Cash Equivalents						
Pooled Cash	n/a	\$ 1,000,000.00	\$ 1,000,000.00	n/a	n/a	n/a
Pooled Cash - Sweep	n/a	\$ 6,574,955.22	\$ 6,574,955.22	n/a	4.22%	1
Petty Cash	n/a	\$ 800.00	\$ 800.00	n/a	n/a	n/a
Flexible Spending Acct	n/a	\$ 9,877.28	\$ 9,877.28	n/a	n/a	n/a
Bond Accounts	n/a	\$ 2,798,138.50	\$ 2,798,138.50	n/a	n/a	n/a
Successor Agency Cash Deposits	n/a	\$ 608,851.18	\$ 608,851.18	n/a	n/a	n/a
Successor Agency Bond Accounts	n/a	\$ 560,931.22	\$ 560,931.22	n/a	n/a	n/a
Investments						
LAIF City	75 Million	\$ 23,916,444.26	\$ 23,916,444.26	100%	4.31%	1
LAIF Successor Agency	75 Million	\$ 13,239.16	\$ 13,239.16	100%	4.31%	1

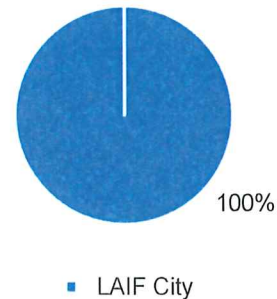
PORTFOLIO ASSET ALLOCATION

Asset Category	Market Value 1/31/2026	% of Portfolio 1/31/2026	Market Value 1/31/2026	% of Portfolio 1/31/2026
LAIF City	\$ 23,916,444.26	100%	\$ 23,916,444.26	100%

Asset Allocation 01/31/26

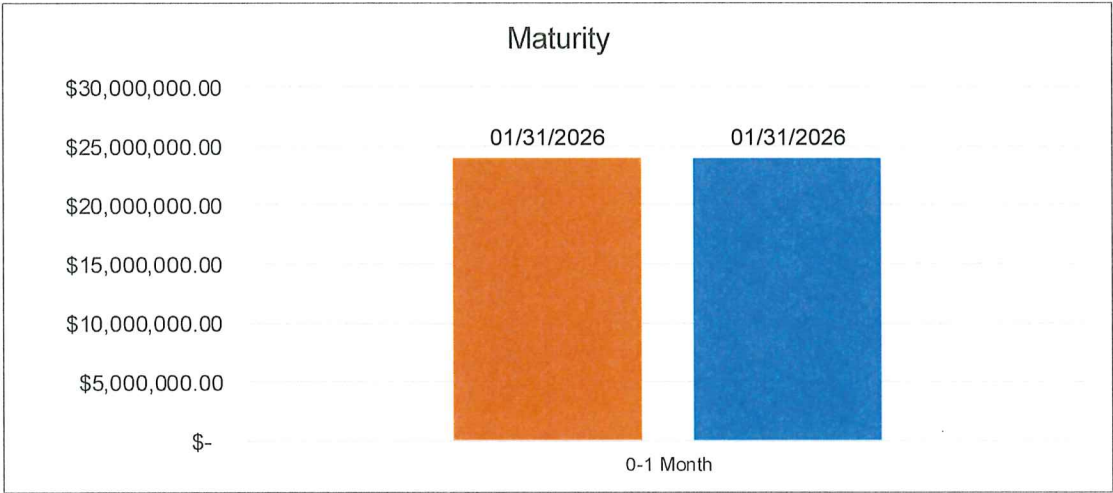


Asset Allocation 01/31/26

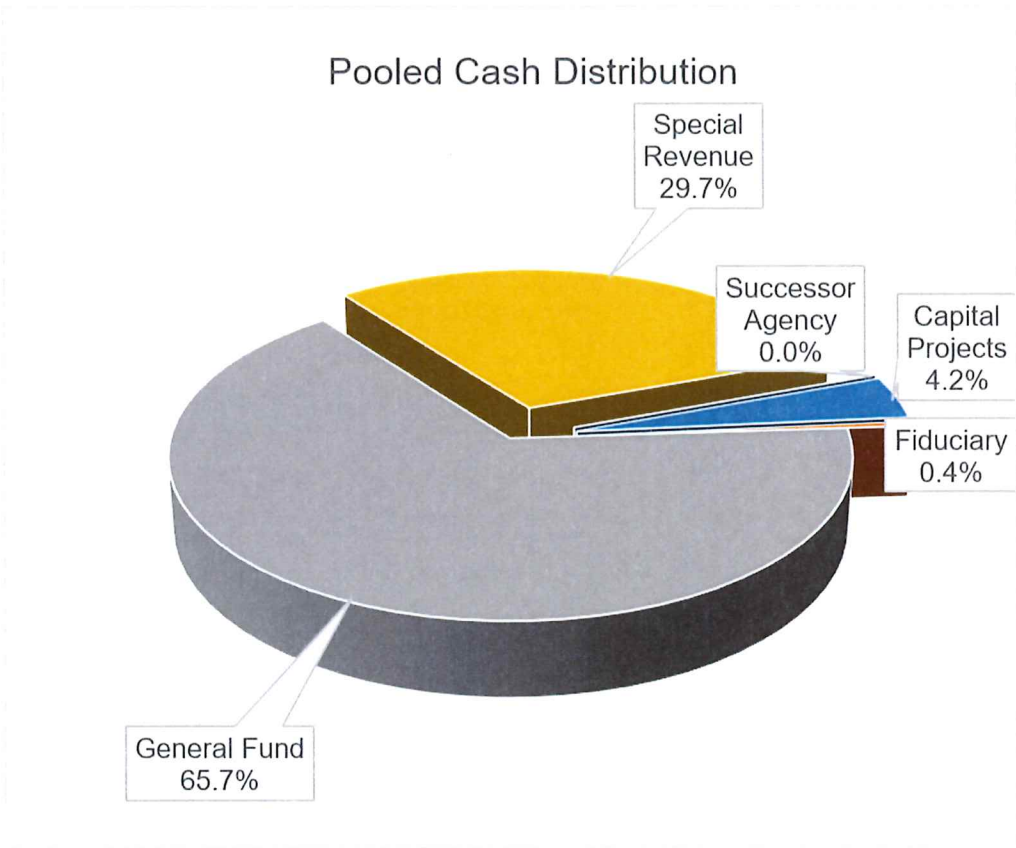


PORTFOLIO MATURITY

Maturity Range	Market Value 1/31/2026	% of Portfolio 1/31/2026	Market Value 1/31/2026	% of Portfolio 1/31/2026
0-1 Month	\$ 23,916,444.26	100%	\$ 23,916,444.26	100%



POOLED CASH DISTRIBUTION



INVESTMENT POLICY COMPLIANCE

I certify that the City's Investment Portfolio is in full compliance with the City's Investment Policy and California Government Code Section 53601, and I believe the Investment Pool contains sufficient cash flow from liquid and maturing securities, bank deposits, and income to meet the City's expenditure requirement for the next six months.



Nathan Hamburger, City Manager
August 17, 2026



"Gateway to the Santa Monica Mountains National Recreation Area"

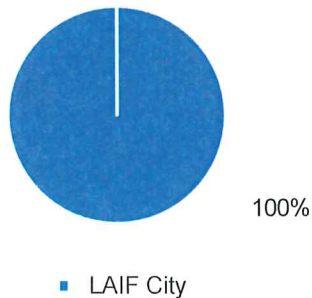
Treasurer's Report February 2026

Asset Category	Policy Maximum	Market Value	Par Value	% Portfolio	Yield	Days to Maturity
Cash and Cash Equivalents						
Pooled Cash	n/a	\$ 1,000,000.00	\$ 1,000,000.00	n/a	n/a	n/a
Pooled Cash - Sweep	n/a	\$ 23,972.95	\$ 23,972.95	n/a	4.22%	1
Petty Cash	n/a	\$ 800.00	\$ 800.00	n/a	n/a	n/a
Flexible Spending Acct	n/a	\$ 5,259.63	\$ 5,259.63	n/a	n/a	n/a
Bond Accounts	n/a	\$ 2,795,398.18	\$ 2,795,398.18	n/a	n/a	n/a
Successor Agency Cash Deposits	n/a	\$ 608,851.18	\$ 608,851.18	n/a	n/a	n/a
Successor Agency Bond Accounts	n/a	\$ 560,932.48	\$ 560,932.48	n/a	n/a	n/a
Investments						
LAIF City	75 Million	\$ 23,916,444.26	\$ 23,916,444.26	100%	4.31%	1
LAIF Successor Agency	75 Million	\$ 13,379.15	\$ 13,379.15	100%	4.31%	1

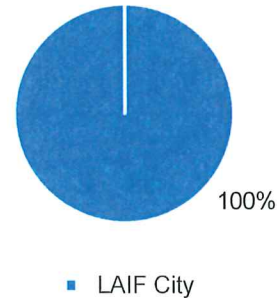
PORTFOLIO ASSET ALLOCATION

Asset Category	Market Value 2/28/2026	% of Portfolio 2/28/2026	Market Value 2/28/2026	% of Portfolio 2/28/2026
LAIF City	\$ 23,916,444.26	100%	\$ 23,916,444.26	100%

Asset Allocation 02/28/26

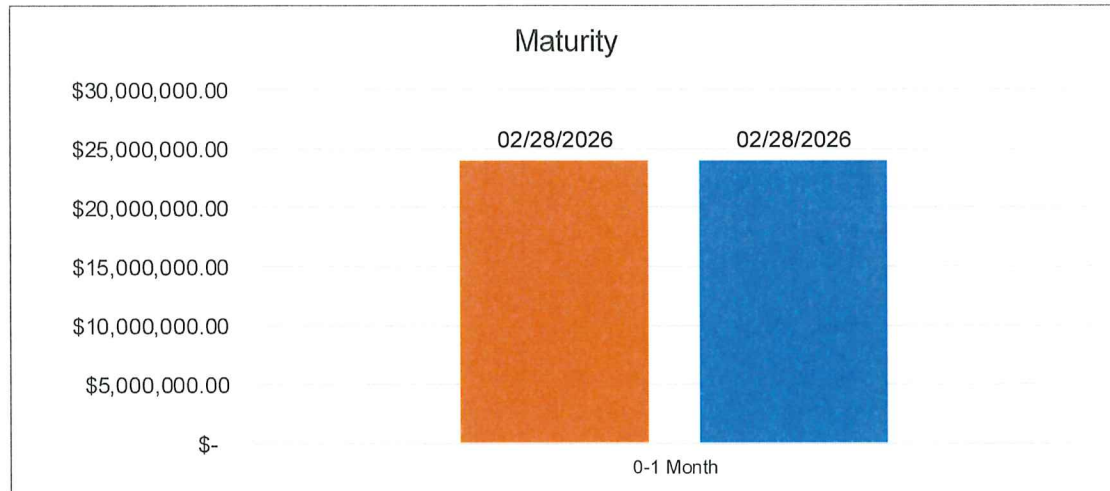


Asset Allocation 02/28/26

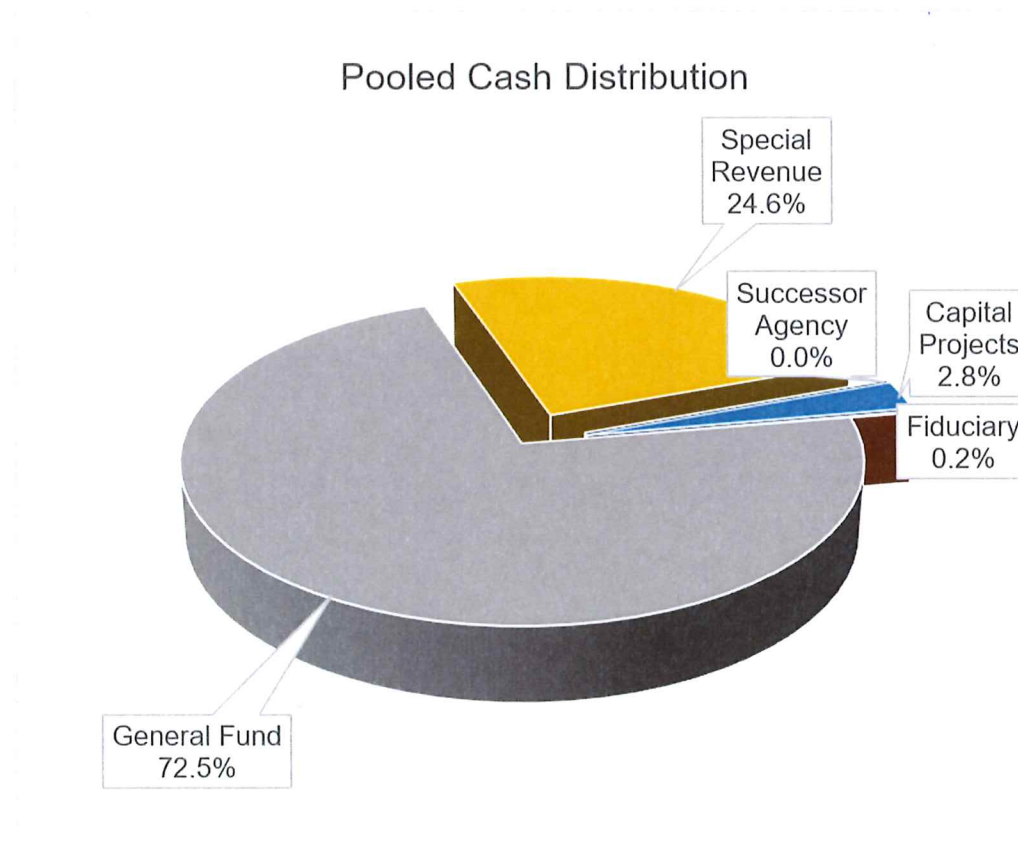


PORTFOLIO MATURITY

Maturity Range	Market Value 2/28/2026	% of Portfolio 2/28/2026	Market Value 2/28/2026	% of Portfolio 2/28/2026
0-1 Month	\$ 23,916,444.26	100%	\$ 23,916,444.26	100%

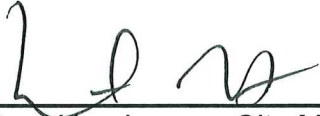


POOLED CASH DISTRIBUTION



INVESTMENT POLICY COMPLIANCE

I certify that the City's Investment Portfolio is in full compliance with the City's Investment Policy and California Government Code Section 53601, and I believe the Investment Pool contains sufficient cash flow from liquid and maturing securities, bank deposits, and income to meet the City's expenditure requirement for the next six months.



Nathan Hamburger, City Manager
August 17, 2026



"Gateway to the Santa Monica Mountains National Recreation Area"

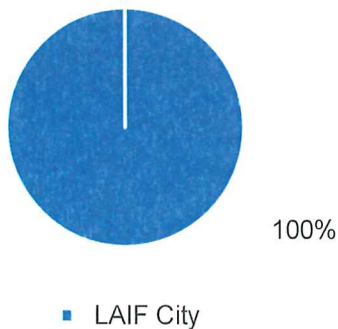
Treasurer's Report March 2026

Asset Category	Policy Maximum	Market Value	Par Value	% Portfolio	Yield	Days to Maturity
Cash and Cash Equivalents						
Pooled Cash	n/a	\$ 1,000,000.00	\$ 1,000,000.00	n/a	n/a	n/a
Pooled Cash - Sweep	n/a	\$ 669,322.46	\$ 669,322.46	n/a	4.22%	1
Petty Cash	n/a	\$ 800.00	\$ 800.00	n/a	n/a	n/a
Flexible Spending Acct	n/a	\$ 3,550.06	\$ 3,550.06	n/a	n/a	n/a
Bond Accounts	n/a	\$ 2,795,398.18	\$ 2,795,398.18	n/a	n/a	n/a
Successor Agency Cash Deposits	n/a	\$ 422,212.24	\$ 422,212.24	n/a	n/a	n/a
Successor Agency Bond Accounts	n/a	\$ 507,575.45	\$ 507,575.45	n/a	n/a	n/a
Investments						
LAIF City	75 Million	\$ 29,916,444.26	\$ 29,916,444.26	100%	4.31%	1
LAIF Successor Agency	75 Million	\$ 13,379.15	\$ 13,379.15	100%	4.31%	1

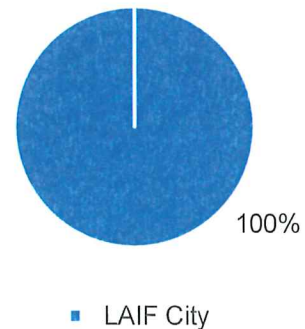
PORTFOLIO ASSET ALLOCATION

Asset Category	Market Value 3/31/2026	% of Portfolio 3/31/2026	Market Value 3/31/2026	% of Portfolio 3/31/2026
LAIF City	\$ 29,916,444.26	100%	\$ 29,916,444.26	100%

Asset Allocation 03/31/2026

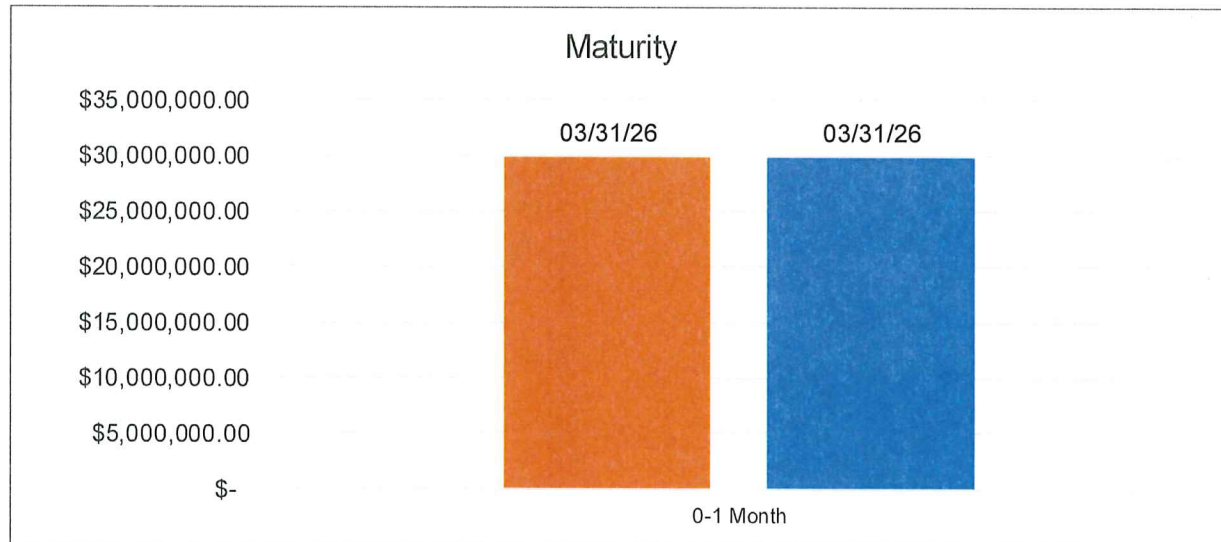


Asset Allocation 03/31/2026

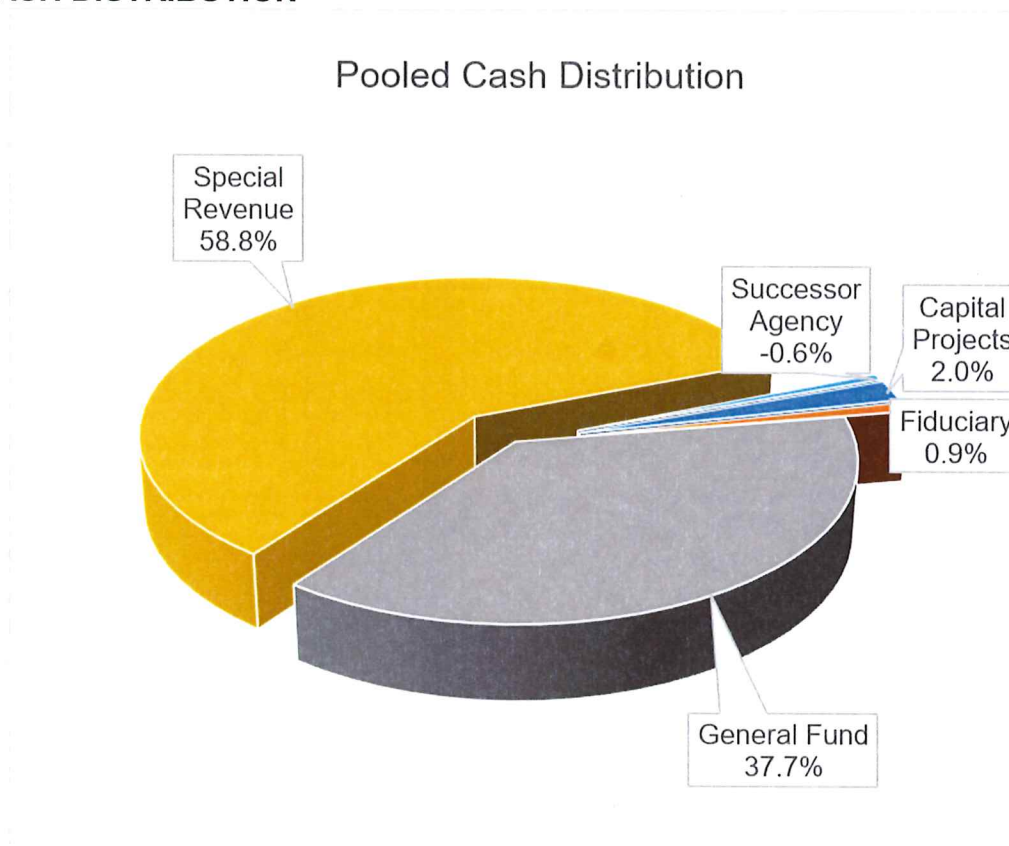


PORTFOLIO MATURITY

Maturity Range	Market Value 3/30/2026	% of Portfolio 3/30/2026	Market Value 3/30/2026	% of Portfolio 3/31/2026
0-1 Month	\$ 29,916,444.26	100%	\$ 29,916,444.26	100%



POOLED CASH DISTRIBUTION



INVESTMENT POLICY COMPLIANCE

I certify that the City's Investment Portfolio is in full compliance with the City's Investment Policy and California Government Code Section 53601, and I believe the Investment Pool contains sufficient cash flow from liquid and maturing securities, bank deposits, and income to meet the City's expenditure requirement for the next six months.



Nathan Hamburger, City Manager
August 17, 2026



"Gateway to the Santa Monica Mountains National Recreation Area"

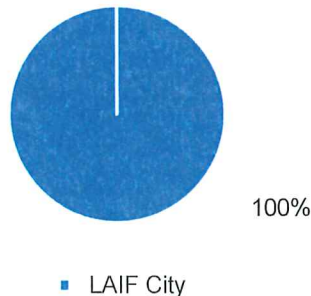
Treasurer's Report April 2026

Asset Category	Policy Maximum	Market Value	Par Value	% Portfolio	Yield	Days to Maturity
Cash and Cash Equivalents						
Pooled Cash	n/a	\$ 1,000,000.00	\$ 1,000,000.00	n/a	n/a	n/a
Pooled Cash - Sweep	n/a	\$ 1,416,268.54	\$ 1,416,268.54	n/a	4.22%	1
Petty Cash	n/a	\$ 800.00	\$ 800.00	n/a	n/a	n/a
Flexible Spending Acct	n/a	\$ -	\$ -	n/a	n/a	n/a
Bond Accounts	n/a	\$ 2,795,398.18	\$ 2,795,398.18	n/a	n/a	n/a
Successor Agency Cash Deposits	n/a	\$ 422,212.24	\$ 422,212.24	n/a	n/a	n/a
Successor Agency Bond Accounts	n/a	\$ 560,911.15	\$ 560,911.15	n/a	n/a	n/a
Investments						
LAIF City	75 Million	\$ 30,188,441.84	\$ 30,188,441.84	100%	4.31%	1
LAIF Successor Agency	75 Million	\$ 13,510.26	\$ 13,510.26	100%	4.31%	1

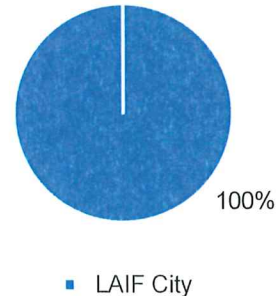
PORTFOLIO ASSET ALLOCATION

Asset Category	Market Value 4/30/2026	% of Portfolio 4/30/2026	Market Value 4/30/2026	% of Portfolio 4/30/2026
LAIF City	\$ 30,188,441.84	100%	\$ 30,188,441.84	100%

Asset Allocation 4/30/26

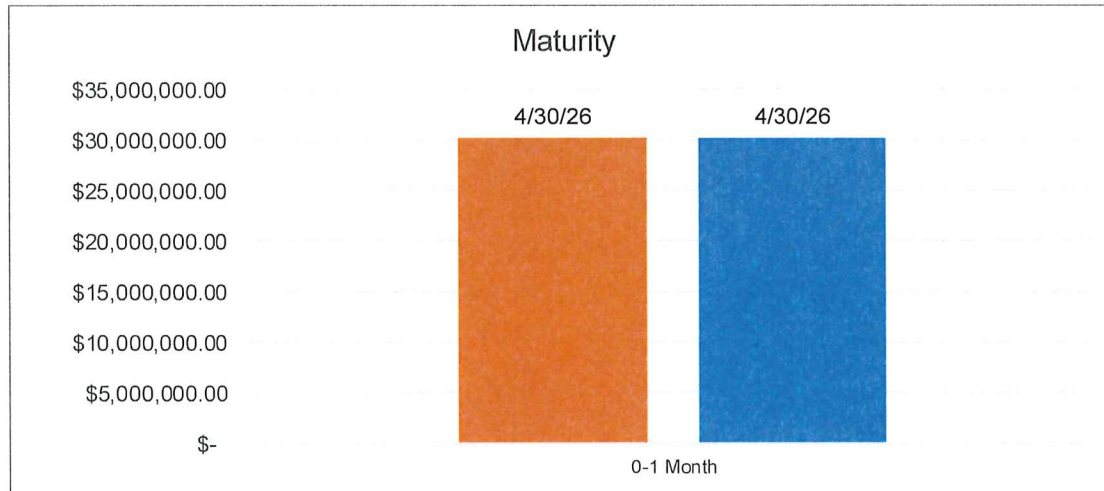


Asset Allocation 4/30/26

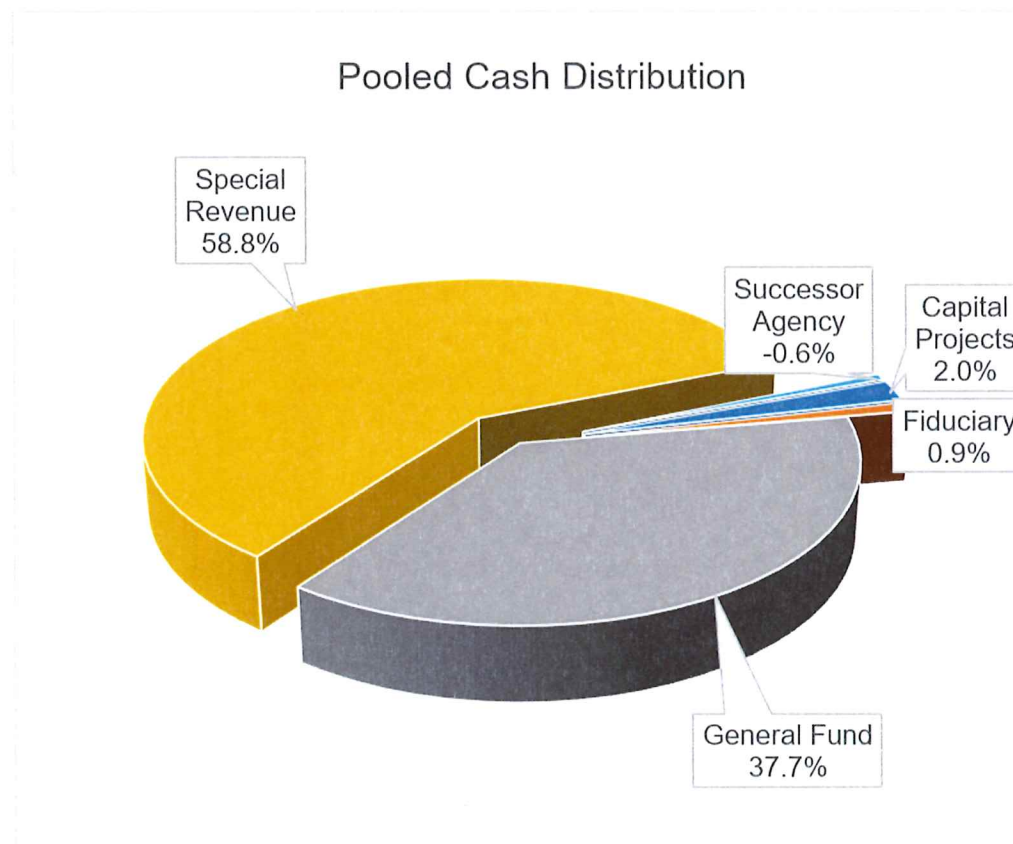


PORTFOLIO MATURITY

Maturity Range	Market Value 4/30/2026	% of Portfolio 4/30/2026	Market Value 4/30/2026	% of Portfolio 4/30/2026
0-1 Month	\$ 30,188,441.84	100%	\$ 30,188,441.84	100%



POOLED CASH DISTRIBUTION

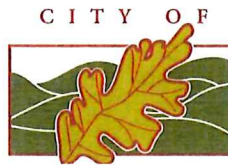


INVESTMENT POLICY COMPLIANCE

I certify that the City's Investment Portfolio is in full compliance with the City's Investment Policy and California Government Code Section 53601, and I believe the Investment Pool contains sufficient cash flow from liquid and maturing securities, bank deposits, and income to meet the City's expenditure requirement for the next six months.



Nathan Hamburger, City Manager
August 17, 2026



AGOURA HILLS

"Gateway to the Santa Monica Mountains National Recreation Area"

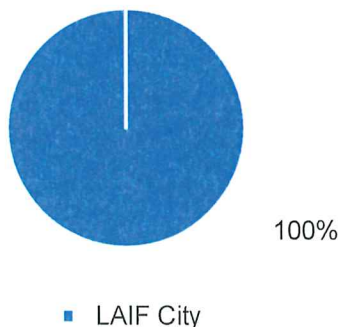
Treasurer's Report May 2026

Asset Category	Policy Maximum	Market Value	Par Value	% Portfolio	Yield	Days to Maturity
Cash and Cash Equivalents						
Pooled Cash	n/a	\$ 1,000,000.00	\$ 1,000,000.00	n/a	n/a	n/a
Pooled Cash - Sweep	n/a	\$ 3,023,634.95	\$ 3,023,634.95	n/a	4.22%	1
Petty Cash	n/a	\$ 800.00	\$ 800.00	n/a	n/a	n/a
Flexible Spending Acct	n/a	\$ -	\$ -	n/a	n/a	n/a
Bond Accounts	n/a	\$ 1,438,047.13	\$ 1,438,047.13	n/a	n/a	n/a
Successor Agency Cash Deposits	n/a	\$ 422,212.24	\$ 422,212.24	n/a	n/a	n/a
Successor Agency Bond Accounts	n/a	\$ 560,911.15	\$ 560,911.15	n/a	n/a	n/a
Investments						
LAIF City	75 Million	\$ 30,188,441.84	\$ 30,188,441.84	100%	4.31%	1
LAIF Successor Agency	75 Million	\$ 13,510.26	\$ 13,510.26	100%	4.31%	1

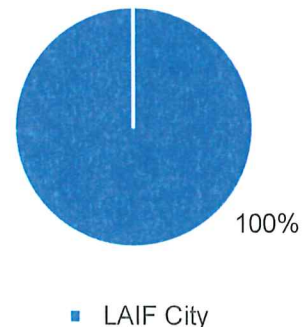
PORTFOLIO ASSET ALLOCATION

Asset Category	Market Value 5/31/2026	% of Portfolio 5/31/2026	Market Value 5/31/2026	% of Portfolio 5/31/2026
LAIF City	\$ 30,188,441.84	100%	\$ 30,188,441.84	100%

Asset Allocation 05/31/26



Asset Allocation 05/31/26

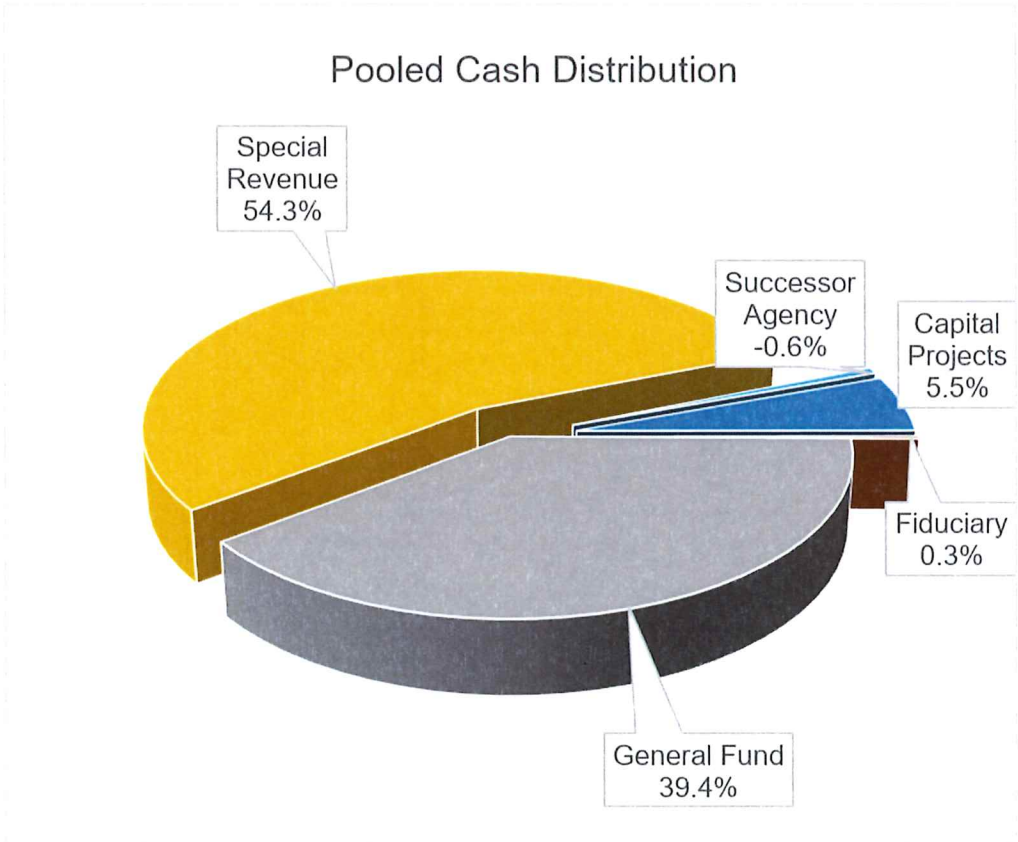


PORTFOLIO MATURITY

Maturity Range	Market Value 5/31/2026	% of Portfolio 5/31/2026	Market Value 5/31/2026	% of Portfolio 5/31/2026
0-1 Month	\$ 30,188,441.84	100%	\$ 30,188,441.84	100%

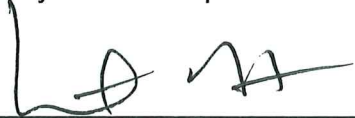


POOLED CASH DISTRIBUTION



INVESTMENT POLICY COMPLIANCE

I certify that the City's Investment Portfolio is in full compliance with the City's Investment Policy and California Government Code Section 53601, and I believe the Investment Pool contains sufficient cash flow from liquid and maturing securities, bank deposits, and income to meet the City's expenditure requirement for the next six months.



Nathan Hamburger, City Manager
August 17, 2026



AGOURA HILLS

"Gateway to the Santa Monica Mountains National Recreation Area"

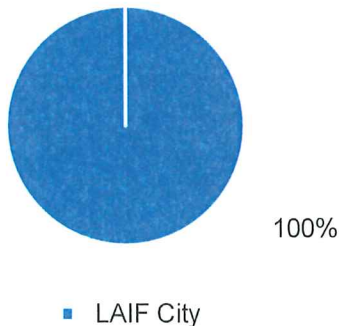
Treasurer's Report June 2026

Asset Category	Policy Maximum	Market Value	Par Value	% Portfolio	Yield	Days to Maturity
Cash and Cash Equivalents						
Pooled Cash	n/a	\$ 1,000,000.00	\$ 1,000,000.00	n/a	n/a	n/a
Pooled Cash - Sweep	n/a	\$ 2,436,615.97	\$ 2,436,615.97	n/a	4.22%	1
Petty Cash	n/a	\$ 800.00	\$ 800.00	n/a	n/a	n/a
Flexible Spending Acct	n/a	\$ -	\$ -	n/a	n/a	n/a
Bond Accounts	n/a	\$ 2,795,398.18	\$ 2,795,398.18	n/a	n/a	n/a
Successor Agency Cash Deposits	n/a	\$ 560,912.51	\$ 560,912.51	n/a	n/a	n/a
Successor Agency Bond Accounts	n/a	\$ 1,423,903.24	\$ 1,423,903.24	n/a	n/a	n/a
Investments						
LAIF City	75 Million	\$ 27,188,441.84	\$27,188,441.84	100%	4.31%	1
LAIF Successor Agency	75 Million	\$ 13,510.26	\$ 13,510.26	100%	4.31%	1

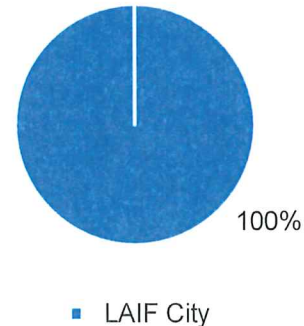
PORTFOLIO ASSET ALLOCATION

Asset Category	Market Value 6/30/2026	% of Portfolio 6/30/2026	Market Value 6/30/2026	% of Portfolio 6/30/2026
LAIF City	\$ 27,188,441.84	100%	\$ 27,188,441.84	100%

Asset Allocation 6/30/26

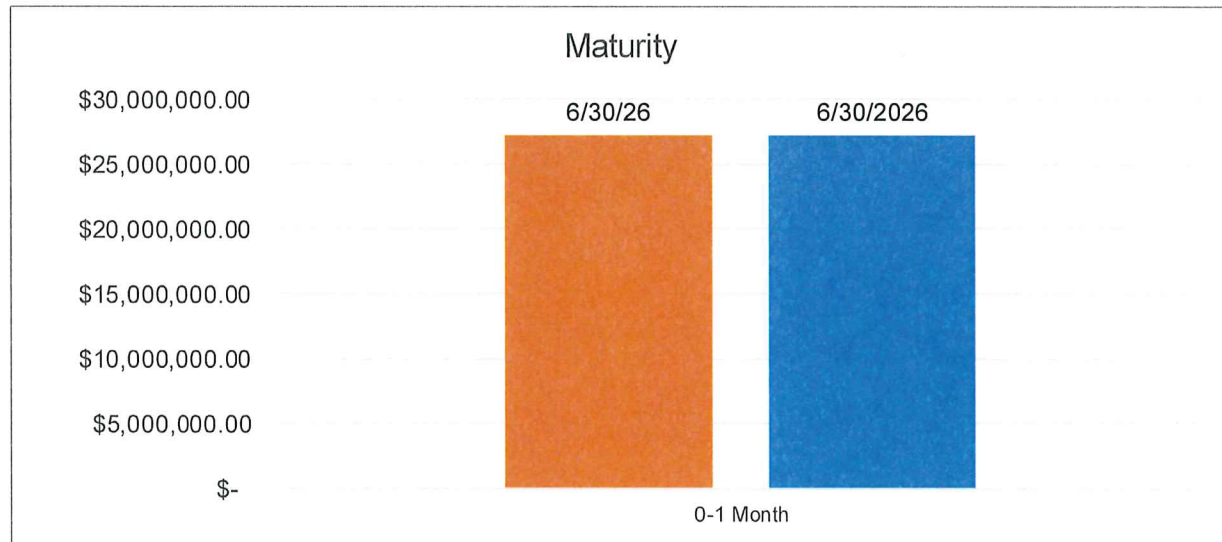


Asset Allocation 6/30/25

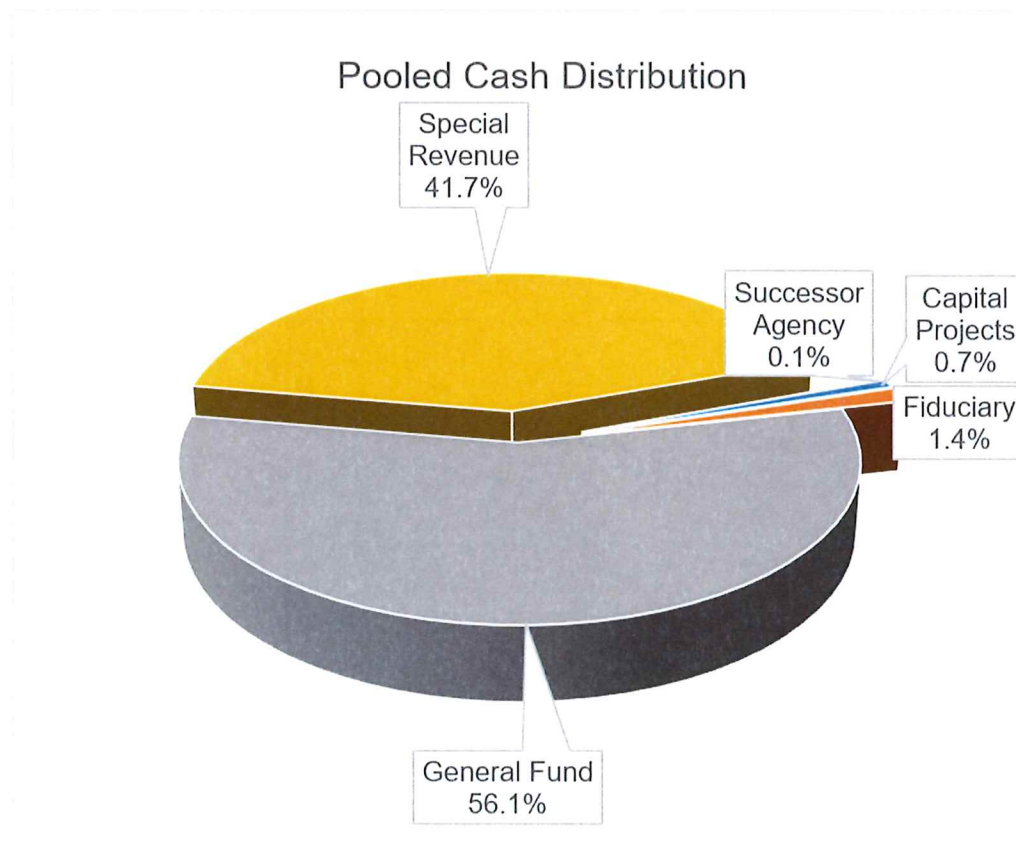


PORTFOLIO MATURITY

Maturity Range	Market Value 6/30/2026	% of Portfolio 6/30/2026	Market Value 6/30/2026	% of Portfolio 6/30/2026
0-1 Month	\$ 27,188,441.84	100%	\$ 27,188,441.84	100%

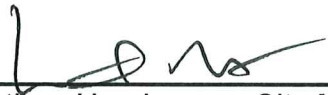


POOLED CASH DISTRIBUTION



INVESTMENT POLICY COMPLIANCE

I certify that the City's Investment Portfolio is in full compliance with the City's Investment Policy and California Government Code Section 53601, and I believe the Investment Pool contains sufficient cash flow from liquid and maturing securities, bank deposits, and income to meet the City's expenditure requirement for the next six months.



Nathan Hamburger, City Manager
August 17, 2026



REPORT TO CITY COUNCIL

DATE: AUGUST 26, 2026
TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: NATHAN HAMBURGER, CITY MANAGER
BY: DIEGO IBANEZ, DIRECTOR OF FINANCE
SUBJECT: APPROVE TREASURER'S REPORT FOR JULY 2026

The Treasurer's Report for July 2026 is hereby submitted for the City Council's consideration and approval.

FISCAL IMPACT

There is no impact to the City Council approved Fiscal Year 2026-27 Budget.

RECOMMENDATION

Staff respectfully recommends the City Council approve the Treasurer's Report for July 2026.

Attachments

[AH Treasurer's Report July 26.pdf](#)

CITY OF

AGOURA HILLS

"Gateway to the Santa Monica Mountains National Recreation Area"

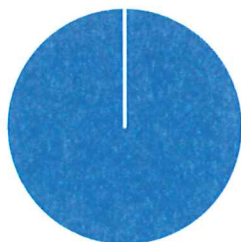
**Treasurer's Report
July 2026**

Asset Category	Policy Maximum	Market Value	Par Value	% Portfolio	Yield	Days to Maturity
Cash and Cash Equivalents						
Pooled Cash	n/a	\$ 1,000,000.00	\$ 1,000,000.00	n/a	n/a	n/a
Pooled Cash - Sweep	n/a	\$ 4,854,016.54	\$ 4,854,016.54	n/a	4.22%	1
Petty Cash	n/a	\$ 800.00	\$ 800.00	n/a	n/a	n/a
Flexible Spending Acct	n/a	\$ -	\$ -	n/a	n/a	n/a
Bond Accounts	n/a	\$ 2,795,398.18	\$ 2,795,398.18	n/a	n/a	n/a
Successor Agency Cash Deposits	n/a	\$ 560,913.83	\$ 560,913.83	n/a	n/a	n/a
Successor Agency Bond Accounts	n/a	\$ 1,423,903.24	\$ 1,423,903.24	n/a	n/a	n/a
Investments						
LAIF City	75 Million	\$ 27,480,264.74	\$ 27,480,264.74	100%	4.31%	1
LAIF Successor Agency	75 Million	\$ 13,642.00	\$ 13,642.00	100%	4.31%	1

PORTFOLIO ASSET ALLOCATION

Asset Category	Market Value 7/31/2026	% of Portfolio 7/31/2026	Market Value 7/31/2026	% of Portfolio 7/31/2026
LAIF City	\$ 27,480,264.74	100%	\$ 27,480,264.74	100%

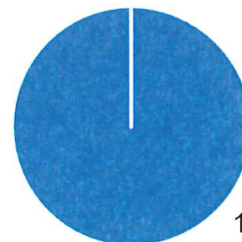
Asset Allocation 7/31/26



100%

■ LAIF City

Asset Allocation 7/31/26

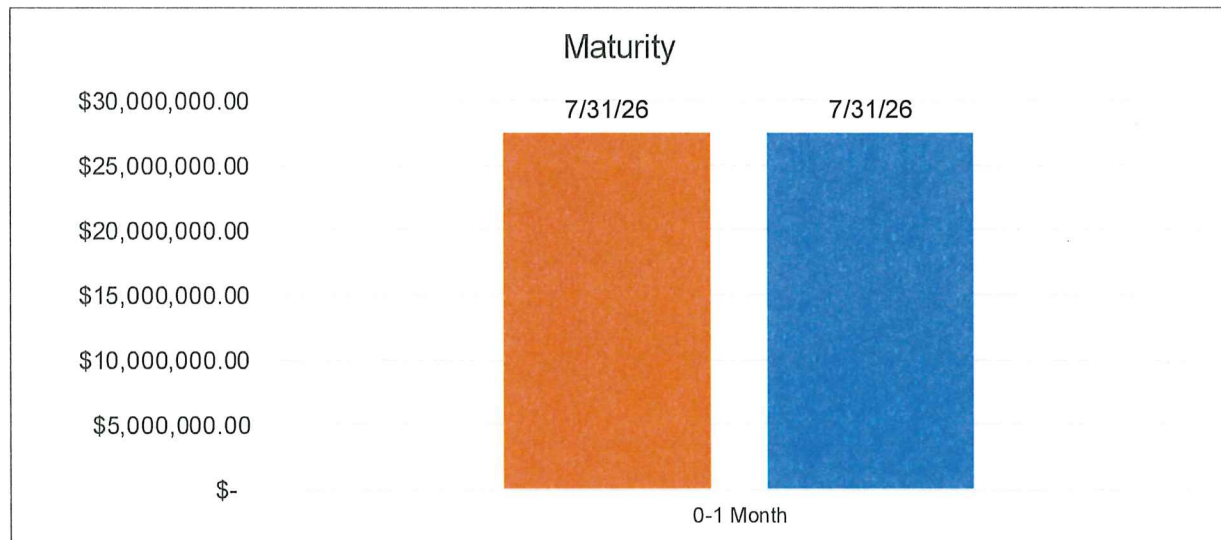


100%

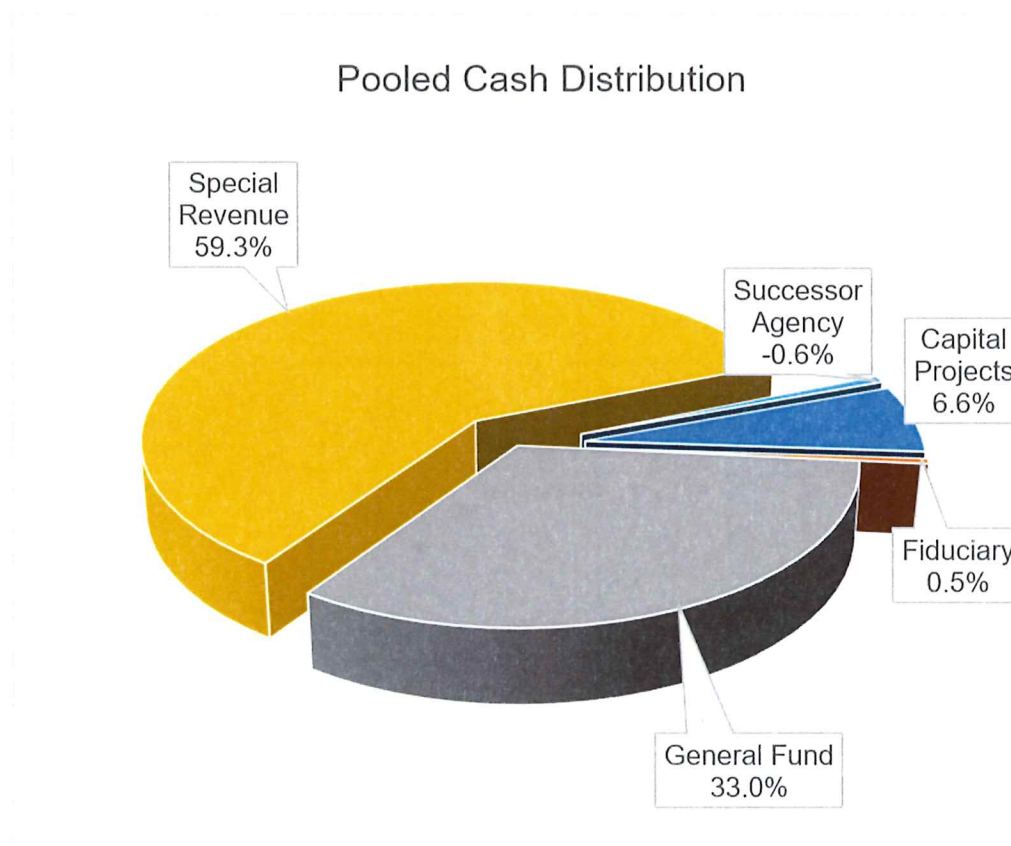
■ LAIF City

PORTFOLIO MATURITY

Maturity Range	Market Value 7/31/2026	% of Portfolio 7/31/2026	Market Value 7/31/2026	% of Portfolio 7/31/2026
0-1 Month	\$ 27,480,264.74	100%	\$ 27,480,264.74	100%



POOLED CASH DISTRIBUTION



INVESTMENT POLICY COMPLIANCE

I certify that the City's Investment Portfolio is in full compliance with the City's Investment Policy and California Government Code Section 53601, and I believe the Investment Pool contains sufficient cash flow from liquid and maturing securities, bank deposits, and income to meet the City's expenditure requirement for the next six months.



Nathan Hamburger, City Manager
August 17, 2026



REPORT TO CITY COUNCIL

DATE: AUGUST 26, 2026
TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: NATHAN HAMBURGER, CITY MANAGER
BY: CHARMAINE YAMBAO, DIRECTOR OF PUBLIC WORKS / CITY ENGINEER
SUBJECT: APPROVE AWARD OF A CONTRACTOR SERVICES AGREEMENT WITH SWEEPING CORP OF AMERICA FOR STREET SWEEPING SERVICES

This report seeks City Council approval of a Contractor Services Agreement with Sweeping Corp. of America (SCA), for street sweeping services.

On July 9, 2026, the City initiated the solicitation process for street sweeping services. The scope of services includes sweeping arterial streets twice per month and residential and collector streets, as well as the City Hall and Event Center parking lots, once per month.

On July 31, 2026, the City received proposals from two (2) prospective companies: CMAX Commercial Maintenance and SCA.

A selection committee comprised of City staff reviewed and evaluated each proposal based on the following criteria:

- Presentation, completeness, and thoroughness of the proposal
- The company's relevant experience and proposed approach to similar work
- Knowledge of the South Coast Air Quality Management District (AQMD) requirements
- References

Following its evaluation, the selection committee unanimously determined that SCA was the most qualified and best suited to provide the requested services.

SCA has provided street sweeping services to the City since 2021, delivering exceptional results. In addition to its experience with the City, SCA provides similar street sweeping services to several other municipalities, including the cities of Camarillo, Lancaster, Oxnard, San Luis Obispo, and Santa Barbara.

The proposed agreement contains a not-to-exceed amount of \$533,400 for a 3-Year term commencing September 1, 2026, and ending June 30, 2029, and can be extended for a maximum of two years, upon mutual agreement between the City and contractor. A detailed Scope of Services is provided in Exhibit A to the attached agreement.

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

FISCAL IMPACT

The Fiscal Year 2026-27 Budget includes \$102,000 of Measure W - Local Funds (065-4515-5520.21), and \$64,000 of Gas Tax Funds (020-4515-5520.21), for a total budget of \$166,000.

On June 24, 2026, the City Council approved a \$30,000 agreement with SCA which is set to expire on August 31, 2026. The short-term agreement was necessary to provide staff with additional time to complete the evaluation process and prepare a contract award recommendation while avoiding any interruption to the street sweeping services.

The proposed agreement with SCA is estimated to cost \$15,640 per month, for a total estimated cost of \$156,400 for the remainder of Fiscal Year 2026-27. Based on the current balance of \$136,000, staff is requesting City Council approval to appropriate an additional \$20,400 in Gas Tax Funds in the Fiscal Year 2026-27 Budget to fully fund these services. There is sufficient funds to do so and will not impact other services.

RECOMMENDATION

Staff respectfully recommends the City Council:

1. Award a Contractor Services Agreement with Sweeping Corp of America for street sweeping services; and
2. Appropriate an additional \$20,400 of Gas Tax Funds in the Fiscal Year 2026-27 Budget during the Mid-Year review process.

Attachments

[Sweeping Corp of America Agreement- 2026 Street Sweeping Services.pdf](#)

AGREEMENT FOR CONTRACTOR SERVICES
WITH THE CITY OF AGOURA HILLS

NAME OF CONTRACTOR: SCA of CA, LLC

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Attn: Brad Becker

CONTRACTOR'S ADDRESS: 3031 N. Rocky Point Drive W.
Ste. 730
Tampa, Florida 33607

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

PREPARED BY: Brian E. Woodworth

COMMENCEMENT DATE: September 1, 2026

TERMINATION DATE: June 30, 2029

CONSIDERATION: Agreement Price:
Not to Exceed: \$533, 400.00

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 (SCA of CA, LLC)

THIS AGREEMENT is made and effective as of September 1, 2026, between the City of Agoura Hills, a municipal corporation ("City") and SCA of CA, LLC ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on September 1, 2026, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 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 two 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. PREVAILING WAGES

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

B. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute by this Contractor from the Director

of the Department of Industrial Relations. Copies may be obtained from the California Department of Industrial Relations Internet website at <http://www.dir.ca.gov>. Contractor shall provide a copy of prevailing wage rates to any staff or subcontractor hired, and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Contractor shall forfeit to the City, as a penalty, the sum of \$50.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Agreement, by him or by any subcontractor under him, in violation of the provisions of the Agreement.

5. PAYMENT

A. The City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B other than the payment rates and schedule of payment are null and void. This amount shall not exceed **Five Hundred Thirty-Three Thousand Four Hundred Dollars and Zero Cents(\$533,400.00)** ("Agreement Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

7. DEFAULT OF CONTRACTOR

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

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

8. OWNERSHIP OF DOCUMENTS

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

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

reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

9. INDEMNIFICATION

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

10. INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

H. Mailing Instructions. Insurance documents shall be mailed with the signed Agreement to the attention of the staff person indicated on the cover sheet of this Agreement, to the City of Agoura Hills, 30001 Ladyface Court, Agoura Hills, CA 91301.

Executed Agreement(s) cannot be released nor may any work commence on a project until the signed Agreement and appropriate insurance documents are on file with the City Clerk.

11. INDEPENDENT CONTRACTOR

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

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

C. No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services and tasks hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services and tasks hereunder. Contractor shall be responsible for and pay all salaries, wages, benefits and other amounts due to Contractor's personnel in connection

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

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

12. PERS COMPLIANCE AND INDEMNIFICATION

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

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

Section. This duty of indemnification is in addition to Contractor's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

13. LEGAL RESPONSIBILITIES

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

14. RELEASE OF INFORMATION

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

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

15. NOTICES

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

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

To Contractor: SCA of CA, LLC
3031 N. Rocky Point Drive W.
Ste. 730
Tampa, Florida 33607
Attention: Brad Becker

16. ASSIGNMENT

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

17. LICENSES

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

18. GOVERNING LAW

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

19. PROHIBITED INTEREST

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

20. EXHIBITS

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

21. ENTIRE AGREEMENT

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

22. AMENDMENT OF AGREEMENT

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

24. COUNTERPARTS

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

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

CITY OF AGOURA HILLS

Jeremy Wolf,
Mayor

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk

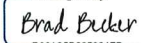
Date Approved by City Council: _____

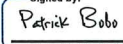
APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

CONTRACTOR

SCA of CA, LLC
3031 N. Rocky Point Drive W.
Ste. 730
Tampa, Florida 33607
Brad Becker
813-771-7041
bbecker@sweepingcorp.com

By: 
Name: Brad Becker
Title: Regional Vice President

Signed by:
By: 
Name: Patrick Bobo
Title: Secretary and Chief Legal Officer

[Signatures of Two Corporate Officers Required]

EXHIBIT A

TASKS TO BE PERFORMED

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

SCOPE OF SERVICES

The following sets forth a general description of the type of work being requested, but is not intended to be all inclusive. All work specifically shown, called for, or indicated in the Contract Documents shall be performed whether or not specifically listed under an item description.

OPS tracking Access required:

The street sweeping vehicles(s) assigned to the City shall be outfitted with a OPS tracking system, and the Contractor is required to provide the City's designated representative access to such system to be able to track the unit and view reports/map when sweeper is providing sweeping services for the City.

Schedule:

The unit price in the proposal and in the monthly progress payment shall be based on the actual curb miles swept. The residential street sweeping shown on the Street Sweeping Schedule. The City Hall parking lot shall be swept once per month before 6:30 a.m., and the Recreation and Event Center parking lot shall be swept once per month before 7:00 a.m.

Exceptions To The Schedule:

When inclement weather, in the opinion of the Engineer, prevents adherence to the sweeping schedule, the Contractor shall not be required to comply with the schedule. However, the Contractor shall perform all extra work resulting from such inclement weather without additional charge when the streets are next swept in accordance with the City's approved schedule.

In the event the Contractor is prevented from completing the sweeping for any reason other than inclement weather (i.e. because of equipment breakdown, etc.), the Contractor shall be required to complete the sweeping so deferred prior to the next scheduled sweeping date, or give the City credit for the work not performed in accordance with the compensation rate specified in the Contractor's bid proposal, subject to the approval of the City. If the contractor decides to complete the deferred sweeping in order to avoid giving the Agency credit for work not performed, the sweeping must commence on the next available date and the regular street sweeping sequence defined on Street Sweeping Schedules and List of Streets in Attachment C must be maintained.

The Contractor will be advised of any possible temporary/permanent disruptions to the sweeping schedule that will require temporary/permanent changes to the schedule. Upon notification of any such disruption, the Contractor will submit, within five (5) working days, a revised temporary/permanent schedule to accommodate the newly advised situation to the Engineer for approval. No additional compensation will be made for work required by the Contractor to create, submit and deploy the newly revised schedule.

Additional Work:

In the event the City desires to extend the regularly scheduled street sweeping program to include additional streets or a group of streets for a specified period of time after the effective date of the contract, then any such additional sweeping which is required of the Contractor shall

be paid for at the current bid unit price for compensation specified by this contract or any subsequent amendments to it.

The Contractor shall provide on-call street sweeping services as directed by the Engineer. The Contractor will be given a two (2) hour notification when these services are required, and they will be paid for at the current unit prices for compensation specified by this contract or any subsequent amendments to it.

Standards of Performance:

The Contractor shall perform in accordance with standards of performance which are considered to be good street sweeping practices and which are subject to approval of the City.

Street sweeping speed shall not exceed the manufacturer's recommendations for the sweeper nor the speed for good street sweeping practices as determined by the City. In any case, vehicle speed shall not exceed eight (8) miles per hour during sweeping operations. The City may require installation of sweeping speed monitoring devices to record actual vehicle speed during sweeping to verify sweeping speed.

City-Observed Holidays:

There shall be no sweeping of any streets on any City-Observed Holiday. When a scheduled sweeping day falls on a City-Observed Holiday, the sweeping schedule must be modified for sweeping to take place the first working day after the celebration of the Holiday in question. For example, if Holiday falls on a Monday, then sweeper will sweep the Monday route on Tuesday, the Tuesday route on Wednesday, the Wednesday route on Thursday, etc.

Below is a list of City-Observed Holidays:

New Years Day
Martin Luther King
President's Day
Memorial Day
Independence Day (July 4th)
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Eve
Christmas Day
New Years Eve

Public Convenience:

The Contractor shall conduct his operations in a manner that causes the least possible obstruction and inconvenience to the public and to the flow of public traffic. The City shall determine whether the level of inconvenience the Contractor's operations causes is acceptable.

Citizen Complaints:

The Contractor shall investigate and respond to any and all complaints received from the City which may concern the quality of the Contractor's performance. Complaints received prior to 5:00 p.m. shall be resolved the next working day (a working day shall be defined as Monday through

Friday). If the resolution of a valid citizen complaint results in any action by the Contractor (re-sweeping, etc.), than this action will be performed at no cost to the City.

Valid complaints by citizens related to the quality of the Contractor's performance in excess of five (5) per month shall be considered excessive, and may be the basis for cancellation of the contract by the City with no less than thirty (30) days advance written notice to the Contractor.

The Contractor shall maintain a Complaint Log of all complaints received. The log will include the date and time of the complaint, the nature of the complaint, and the action that was taken by the Contractor to resolve the complaint. The Complaint Log will be turned in weekly, as part of the Contractor's Weekly Report.

Weekly Report:

The Contractor will submit a Weekly Report which details all work accomplished and any problems encountered during the week. At a minimum, the Weekly Report shall include the following:

- D The services accomplished during the week, including the actual number of curb miles swept
- D The Complaint Log for the week covered by the Weekly Report
- D A description of any unusual incidents that affected the Contractor's performance of services
- D A description of any problems within the public right-of-way concerning construction material/stockpiles, accumulation of debris, street failures, downed traffic signs, standing water, overgrown vegetation and any other maintenance problems, whether or not these problems affect the performance of the Contractor's services
- D Printed GPS reports to be included and/or the contractor's GPS Data made available for up to six months prior that can be downloaded in an Excel document format by city staff.

The Weekly Report shall be signed by a company representative legally qualified to represent the Contractor.

Personnel:

The Contractor shall employ competent and experienced drivers and mechanics for the performance of the contract services. The determination of the competency of the Contractor's personnel is subject to the approval of the City. All drivers shall possess a valid California Driver's License of the class required for the equipment operated. The drivers and other agents of the Contractor shall be in uniform or other suitable attire while performing the contract services. The suitability of the attire is subject to the approval of the City.

Equipment:

All equipment used for the performance of this contract shall be standard heavy-duty mechanical or vacuum street sweeping equipment necessary to properly clean streets of litter, dirt, rocks, leaves and other debris. In no event will the contractor utilize any equipment which is more than five (5) years old. The Contractor must show proof of ownership or a signed lease for each piece of equipment listed in the bid proposal.

All equipment used for the performance of the Contractor's services shall be equipped with adequate warning devices and lights for safe operation. Also, all equipment used by the Contractor shall conform to the requirements of the State of California Department of Motor Vehicles, the California Highway Patrol and any other applicable governing bodies.

All Equipment used in the performance of the Contractor's services must be registered and insured in accordance with the State of California Department of Motor Vehicles.

All equipment used in the performance of the Contractor's services must be equipped with an efficient water spray system for dust control, and the spray system must be maintained in good operating condition.

All sweeping equipment used for the performance of the Contractor's services shall be equipped with communication equipment which will allow the Contractor's main office to contact the sweeper drivers.

All equipment used for the performance of the Contractor's services shall be kept in a neat and clean appearance, maintained in top mechanical condition and properly adjusted from an operational and from a safety standpoint. The Contractor shall at all times maintain adequate standby sweeping equipment to be used in the event of equipment breakdown.

The City does not have suitable sites for storage of street sweeping equipment, and the Contractor is responsible for making any arrangements required, at no cost to the City.

Water:

The Contractor shall make his own arrangements for providing water for all sweeping services in the City, at no cost to the City.

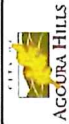
Refuse Disposal:

The Contractor shall dispose of all refuse collected by hauling same to Los Angeles County Sanitation District, Calabasas Landfill.

Measurement and Payment:

Payment for conforming to all the provisions of the Contract Documents shall be considered to be included in the contract unit prices or lump sum price for the items of work bid and shall include all costs for labor, materials, refuse disposal and equipment required for the execution of the work unless otherwise set forth.

CITY OF AGOURA HILLS - STREET SWEEPING SCHEDULE



Legend

Street Sweeping Days

First Monday

Third Monday

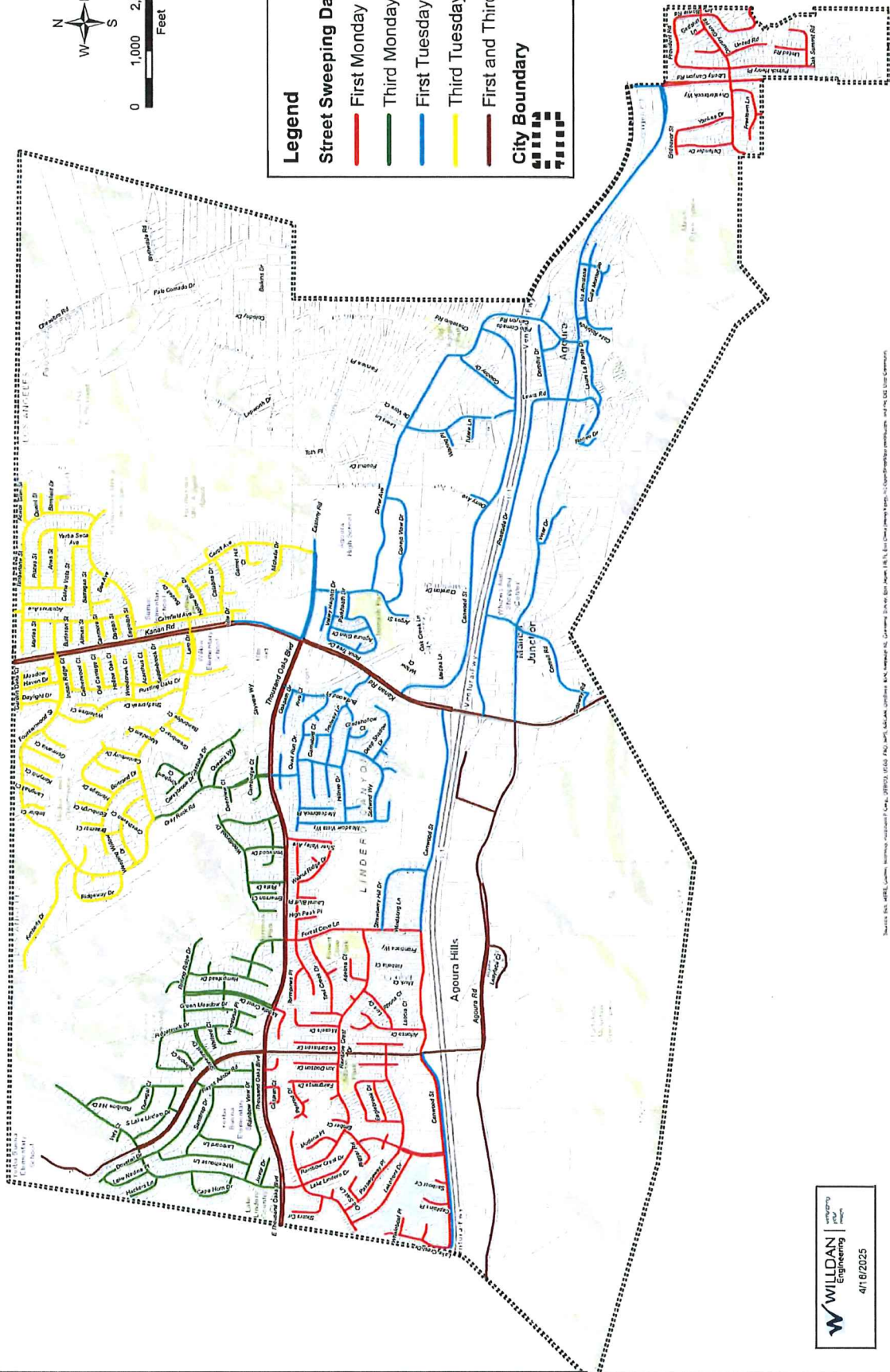
First Tuesday

Third Tuesday

First and Third Wednesday

City Boundary

City Boundary



Fee Schedule

The contractor shall be responsible for calculating and providing unit prices for the schedule. The proposal schedule shall include all costs for services, labor, materials, equipment, and disposal fees associated in completing the work as specified in the RFP.

Street Type	Frequency	Estimated Curb Miles (Both Ways)
Residential Sweeps: Residential streets swept from 8:00 a.m. to 4:00 p.m.	Twice per month all year.	80
Collector Sweeps: Collector streets swept from 6:30 a.m. to 8:00 a.m. and/or 2:00 pm to 4:00 pm	Twice per month all year except for streets noted in the list below.	50
Arterial streets swept from 6:00 a.m. to 8:00 a.m. and/or 2:00 pm to 4:00 pm Agoura Rd – West City limit to Cornell Rd Kanan Rd – North City limit to South City limit Reyes Adobe Rd – Agoura Rd to the bridge at Yerba Buena School. Thousand Oaks Blvd – West City Limit to Argos St Argos St – Thousand Oaks Blvd to Driver Ave Driver Ave – Argos St Easterly Streets mentioned above, median curbs, and nose medians in said streets swept from 6:30 a.m. to 8:00 a.m. and/or 2:00 pm to 4:00 pm	Once per week all year.	50
City Hall Parking Lot	Once per week all year.	N/A
Recreation and Event Center	Once per week – all year	N/A
Drainage Swale at Buffwood Pl		
Additional Sweeping Requests	As needed	Per Hour
Estimated Total Curb Miles		180

EXHIBIT B
PAYMENT RATES AND SCHEDULE

PROPOSED RATE SCHEDULE

Routine Sweeping Services:		
Residential and Collector Streets (Once per month)	\$ <u>68.00</u> /Curb Mile	\$ <u>8,840.00</u> /Month
Arterial Streets (Two times per month)	\$ <u>68.00</u> /Curb Mile	\$ <u>6,800.00</u> /Month

PROPOSED RATE SCHEDULE

Additional Sweeping services:	
During Regular Working hours	\$ <u>225.00</u> /Hour In Words:
After Regular working hours	\$ <u>250.00</u> /Hour In Words

Schedule Total (Annual Contract Amount): \$ 187,680.00

Schedule Total (Annual Contract Amount in words):

One hundred eighty-seven thousand, six hundred and eighty dollars, zero cents



SCA of CA, LLC
(Company Name of Bidder)

Patrick Bobo, Secretary, CLO

7-29-2026

Date:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/20/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NFP Property & Casualty Services Inc. 45 Executive Drive Plainview NY 11803		CONTACT NAME: COMPLEX RISK PRACTICE PHONE (A/C, No, Ext): 516-327-2700 E-MAIL ADDRESS: riskcerts@nfp.com FAX (A/C, No):	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Safety National Casualty Corporation	15105
INSURED SCA of CA, LLC 3031 N. Rocky Point Drive West, Ste 730 Tampa, FL 33607		INSURER B: Fireman's Fund Indemnity Corporation	11380
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1847864940

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. *Not Applicable in WY

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Stop Gap - OH GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	GL6676535	6/1/2026	6/1/2027	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Policy Aggregate Cap \$ 10,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	Y	CA6676536	6/1/2026	6/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$			US200129626	6/1/2026	6/1/2027	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 6,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	LDS4068227	6/1/2026	6/1/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Agoura Hills; its officers; officials; employees; and volunteers are included as additional insureds in accordance with the policy provisions of the General Liability and Automobile Liability Policies as required by written contract. General Liability and Automobile Liability evidenced herein is Primary & Non-Contributory to the other insurance available to the additional insureds, but only in accordance with the Policy Provisions. A Waiver of Subrogation is granted in favor of the additional insured(s) as allowed by law, in accordance with the policy provisions of the General Liability and Automobile Liability Policies as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As required by written contract or agreement when such written contract or agreement is executed prior to an occurrence, offense or loss to which this endorsement applies, but only for the limits agreed to in such contract or the Limits of Liability provided by this policy, whichever is less. Any individually scheduled additional insureds shall not be construed to override nor negate this blanket additional insured.	All locations where your work is performed.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):
Person(s) or Organization(s) as required by written contract.
Any individually scheduled Designated Additional Insured shall not be construed to override nor negate this blanket Designated Additional Insured.

CHANGE

The person(s) or organization(s) shown in the Schedule above with whom you have agreed in a written contract to provide insurance such as is afforded under this Coverage Form, is included as an Additional Insured subject to the below:

- (1)** Insurance for such Additional Insured(s) scheduled above shall be afforded only to the extent that such Additional Insured is liable for "bodily injury" or "property damage" arising out of your operations and resulting from the ownership, maintenance or use of covered "autos" by you while the covered "autos" are on premises owned or leased by the above scheduled Additional Insured(s).
- (2)** The insurance afforded under this Coverage Form to such Additional Insured(s) applies only:
 - (a)** If the "accident" takes place subsequent to the execution and effective date of such written contract:
and,
 - (b)** While such written contract is in force, or until the end of the policy period, which ever occurs first.
- (3) How Limits Apply to Additional Insured(s)**

The most we will pay on behalf of the Additional Insured(s) scheduled above is the lesser of:

 - (a)** The limits of insurance specified in the written contract or written agreement; or,
 - (b)** The Limits of Insurance provided by the Coverage Form.

The amount we will pay on behalf of such Additional Insured(s) shall be a part of, and not in addition to, the Limits of Insurance shown in the Coverage Form Declarations and described in this section. Such amount will thus not increase the Limits of Insurance shown for the Coverage Form.

(4) Exclusions

- (a) This endorsement does not apply to liability of the Additional Insured which arises out of the ownership of transportation operating rights granted to the Additional Insured by public authority.
- (b) This endorsement does not apply to the liability of the owner or anyone else from whom you hire or borrow a covered auto.

(5) Obligations at the Additional Insured's Own Cost

No Additional Insured will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

The Additional Insured(s) scheduled above shall be subject to all other conditions set forth in the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 06/01/2026

Policy No. CA 6676536

Endorsement No.

Named Insured SWEEP AMERICA HOLDINGS, LLC

Premium \$ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- B.** The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Person(s) or Organization(s) as required by written contract when such written contract is executed prior to an accident to which this endorsement applies.

Any individually scheduled Waivers shall not be construed to override nor negate this blanket Waiver.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

CHANGE

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto". This waiver applies only to the person or organization shown in the Schedule above.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 06/01/2026 Policy No. CA 6676536

Named Insured SWEEP AMERICA HOLDINGS, LLC

Premium \$ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

Person(s) or Organization(s) as required by written contract when such written contract is executed prior to an occurrence, offense or loss to which this endorsement applies.

Any individually scheduled Waivers shall not be construed to override nor negate this blanket Waiver

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

WHERE A WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS IS REQUIRED BY WRITTEN CONTRACT, SUCH ADDITIONAL ENTITIES SHALL BE CONSIDERED AUTOMATICALLY SCHEDULED BY THE COMPANY.

INDIVIDUALLY SCHEDULED WAIVERS SHALL NOT BE CONSTRUED TO OVERRIDE NOR NEGATE THIS BLANKET WAIVER.

THIS FORM APPLIES ONLY TO THE FOLLOWING STATE(S) IF COVERED BY YOUR POLICY. IF A STATE IS NOT LISTED BELOW, THIS FORM DOES NOT APPLY IN THAT STATE.
AL, AZ, CO, DE, FL, GA, IL, IN, KS, LA, MD, MI, MS, MO, NV, NC, PA, SC, TN, VA, WV

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 06/01/2026

Policy No. LDS4068227

Insured SWEEP AMERICA HOLDINGS, LLC

Premium \$ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____



REPORT TO CITY COUNCIL

DATE: AUGUST 26, 2026
TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: NATHAN HAMBURGER, CITY MANAGER
BY: CHARMAINE YAMBAO, DIRECTOR OF PUBLIC WORKS / CITY ENGINEER
SUBJECT: APPROVE AWARD OF A CONTRACTOR SERVICES AGREEMENT WITH WEST COAST ARBORISTS, INC., FOR TREE MAINTENANCE SERVICES

This report seeks City Council approval of a Contractor Service Agreement with West Coast Arborists, Inc., for tree maintenance services.

On July 9, 2026, staff solicited proposals for tree maintenance services, which include, but are not limited to the following:

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

On August 6, 2026, the City received proposals from nine (9) prospective companies: Greene Tree Care; Greenfield Landscaping; Greentek Services, LLC; Julian Tree Care, Inc.; Mariposa Tree Management; Oakridge Landscape, Inc.; Tiger Tree Services, Inc.; United Pacific Services, Inc.; and West Coast Arborists, Inc.

A selection committee comprised of City staff reviewed and evaluated each proposal based on the following criteria:

- Presentation, completeness, and thoroughness of the proposal
- Cost
- The company's relevant experience and proposed approach to similar work
- References

Following its evaluation, the selection committee unanimously determined that West Coast Arborists, Inc., was the most qualified and best suited to provide the requested services.

West Coast Arborists, Inc., has provided tree maintenance services to the City since 2011 and brings extensive experience working with the City, with a demonstrated history of delivering exceptional results.

The proposed agreement contains a not-to-exceed amount of \$360,000 for a 3-Year term commencing September 1, 2026, and ending June 30, 2029, and can be extended for a maximum of two years, upon mutual agreement between the City and contractor. A detailed Scope of Services is provided in Exhibit A to the attached agreement.

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

FISCAL IMPACT

The Fiscal Year 2026-27 Budget includes the following funds for these services:

Account No.	Account Name	Funding Source	Allocation
020-4520-5520.23	Street Tree Maintenance	Gas Tax	\$75,000.00
010-4450-5520.95	Tree Maintenance in Parks	General Funds	\$25,000.00
010-4505-5520.03	Special Projects	General Funds	\$20,000.00
		Total Budget	\$120,000.00

RECOMMENDATION

Staff respectfully recommends the City Council approve a Contractor Services Agreement with West Coast Arborists, Inc., for tree maintenance services.

Attachments

[West Coast Arborists Agreement-2026 Tree Trimming Services.pdf](#)

AGREEMENT FOR CONTRACTOR SERVICES
WITH THE CITY OF AGOURA HILLS

NAME OF CONTRACTOR:	West Coast Arborist, Inc.
RESPONSIBLE PRINCIPAL OF CONTRACTOR:	Attn: Patrick Mahoney
CONTRACTOR'S ADDRESS:	2200 E. Via Burton Anaheim, CA 92806
CITY'S ADDRESS:	City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301
PREPARED BY:	Attn: City Manager Brian E. Woodworth
COMMENCEMENT DATE:	September 1, 2026
TERMINATION DATE:	June 30, 2029
CONSIDERATION:	Agreement Price: Not to Exceed: \$360,000.00

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

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

**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF AGOURA HILLS AND (WEST COAST
ARBORIST, INC.)**

THIS AGREEMENT is made and effective as of September 1, 2026, between the City of Agoura Hills, a municipal corporation ("City") and West Coast Arborist, Inc. ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on September 1, 2026, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 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 two year[s] upon providing written notice of its intent to extend this Agreement to the Contractor not less than thirty (30) days prior to the expiration of the initial Term. Such extension shall be at the same price and conditions as set forth herein and shall be processed by an Amendment to this Agreement and signed by both parties.

2. SERVICES

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

3. PERFORMANCE

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

4. PREVAILING WAGES

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

B. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute by this Contractor from the Director

of the Department of Industrial Relations. Copies may be obtained from the California Department of Industrial Relations Internet website at <http://www.dir.ca.gov>. Contractor shall provide a copy of prevailing wage rates to any staff or subcontractor hired, and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Contractor shall forfeit to the City, as a penalty, the sum of \$50.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Agreement, by him or by any subcontractor under him, in violation of the provisions of the Agreement.

5. PAYMENT

A. The City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B other than the payment rates and schedule of payment are null and void. This amount shall not exceed Three Hundred Sixty Thousand Dollars and Zero Cents (\$360,000.00) ("Agreement Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

7. DEFAULT OF CONTRACTOR

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

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

8. OWNERSHIP OF DOCUMENTS

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

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

reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

9. INDEMNIFICATION

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

10. INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

H. Mailing Instructions. Insurance documents shall be mailed with the signed Agreement to the attention of the staff person indicated on the cover sheet of this Agreement, to the City of Agoura Hills, 30001 Ladyface Court, Agoura Hills, CA 91301.

Executed Agreement(s) cannot be released nor may any work commence on a project until the signed Agreement and appropriate insurance documents are on file with the City Clerk.

11. INDEPENDENT CONTRACTOR

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

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

C. No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services and tasks hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services and tasks hereunder. Contractor shall be responsible for and pay all salaries, wages, benefits and other amounts due to Contractor's personnel in connection

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

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

12. PERS COMPLIANCE AND INDEMNIFICATION

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

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

Section. This duty of indemnification is in addition to Contractor's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

13. LEGAL RESPONSIBILITIES

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

14. RELEASE OF INFORMATION

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

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

15. NOTICES

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

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

To Contractor: West Coast Arborist, Inc.
2200 E. Via Burton
Anaheim, CA 92806
Attention: Patrick Mahoney

16. ASSIGNMENT

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

17. LICENSES

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

18. GOVERNING LAW

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

19. PROHIBITED INTEREST

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

20. EXHIBITS

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

21. ENTIRE AGREEMENT

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

22. AMENDMENT OF AGREEMENT

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

24. COUNTERPARTS

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

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

CITY OF AGOURA HILLS

Jeremy Wolf,
Mayor

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk

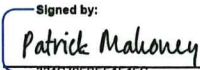
Date Approved by City Council: _____

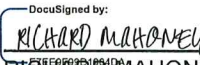
APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

CONTRACTOR

West Coast Arborist, Inc.
2200 E. Via Burton
Anaheim, CA 92806
Patrick Mahoney
1-714-920-0445
Pmahoney@wcainc.com

By: 
Name: Patrick Mahoney
Title: Vice president

By: 
Name: RICHARD MAHONEY
Title: Secretary

[Signatures of Two Corporate Officers Required]

EXHIBIT "A"
SCOPE OF WORK &
GENERAL CONDITIONS/SPECIFICATIONS

**WORK IDENTIFICATION: Tree Maintenance and Inventory/Audit Services in the
City of Agoura Hills**

ARTICLE NO.	PAGE NO.
1. Definitions.....	27
1.1 General Construction	27
1.2 Terms Defined	27
2. Work and Material Requirements	28
2.1 Use of Premises.....	28
2.2 Warranty	29
2.3 Liens	29
2.4 Manufactures Recommendations	30
2.5 Certificates of Compliance	30
3. Maintenance Schedule and Commencement of Work.....	31
3.1 Proposed Maintenance Schedule	30
3.2 Beginning of Work.....	30,31
3.3 Starting of Contract Time	32
4. Subcontracting.....	32
4.1 Subcontractors Bound by Contract	32
4.2 City Consent to Subcontractors	32
5. Contractor's Responsibilities	32
5.1 Contractor's Responsibilities.....	32
6. Authority of the Engineer	33
6.1 General Authority	33
6.2 Interpretation of drawings and Specifications.....	33
6.3 Inspections.....	33
6.4 Disputes pertaining to Payments for Work	34
6.5 Traffic Requirements.....	34
6.6 Deductions for Uncorrected Work	35
6.7 Certificate as to Compliance with Certain Regulations	35,36
7. Assignment of Rights.....	37
7.1 Assignment to City	37
7.2 Agreement to Assign.....	37

8 Prohibited Interests..... 37

9. Maintenance Standards and Specifications37

GENERAL CONDITIONS/SPECIFICATIONS

1. Definitions

1.1 General Construction

Terms defined herein, which are used in other Contract Documents, have the meaning assigned herein, unless the context requires a different meaning.

Words used herein in the masculine gender include the feminine and neuter, and visa versa; the singular includes the plural, and visa versa. The word "person" includes a corporation, association or partnership.

Unless otherwise specifically defined herein, or unless the context requires a different meaning, all words, terms and phases having a well-known or technical meaning shall be so construed.

1.2 Terms Defined

Acceptance: The formal written acceptance by the Agency of a project which has been completed in all respects in accordance with the specification and any modifications thereof.

Addendum: the modification of the specifications issued to all prospective bidders during the period when necessary change, correct, clarify, or further define and phase of the work.

Bidder: An individual, firm, partnership, corporation, and combination thereof, submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.

City: the City of Agoura Hills, County of Los Angeles.

City Clerk: The City Clerk of City.

City Council: The City Council of City.

Engineer: The City Engineer or his/her duly authorized designee, agents, representatives or inspectors.

Contractor: The successful bidder to whom the contract is awarded.

Days: calendar days, unless business days and workdays, are expressly specified.

Materials: Any material, equipment, appliance, process, item or article of any nature whatsoever installed or incorporated into the work or provided to City under the contract.

Project: The project is the total improvement, of which the work performed under the contract may be the whole or a part.

Special Conditions: Any provision in the Contract Documents that supplements, modifies and, when in conflict, supersedes these General Conditions/Specifications.

Subcontractor: Any Subcontractor under Contractor.

Work: That which is proposed to be maintained under the contract, in strict accordance with the Contract Documents, including the furnishing of all necessary or convenient tools, equipment, material, labor and transportation.

Working Days: A working day is defined as any day, except Saturdays, Sundays, legal holidays and except days when work is suspended by the Engineer, and any other day determined to be non-working in accordance with the Contract Documents.

List of City-Observed Holidays:

New Years Day
Martin Luther King
President's Day
Memorial Day
Independence Day (July 4 th)
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Eve
Christmas Day
New Years Eve

2. Work and Material Requirements

2.1 Use of Premises

(a) Contractor shall confine all tools and equipment, the storage of materials, and the operation of workers to areas designated by the Engineer or city representative

(b) With respect to an premises, toll or equipment of City made use of in the performance of the contract Contractor shall have inspected the same prior to use, have accepted them in good and safe condition and have agreed to maintain them in a safe

condition for the protection of workmen while using them during the performance of the work.

2.2 Warranty

(a) The labor and material bond must remain in effect until expiration of six months after the period in which verified claims may be filed as provided in section 3184 of the California Civil Code, and the performance bond must be paid up and in effect for six-months after the release of the job by City in accordance with the guarantee required in Subsection 2.5(b).

(b) Besides warranties and guaranties otherwise required by the Contract Documents, Contractor warrants and guarantees all work for a period of six months after the date of release of work by City, unless a longer period is specified.

(c) In the event Contractor fails to commence corrective maintenance work within ten (10) days after being notified in writing to do so by the Engineer and prosecute the corrective maintenance work to timely completion, City may proceed to have defects corrected and made good at the expense of Contractor who shall pay cost and charges therefore immediately on demand.

(d) If, in the opinion of the Engineer, defective work creates a condition, which requires immediate corrective work the Engineers shall attempt to give notice, required by this section. If Contractor cannot be contacted or does not comply with City's request for correction within a reasonable time as determined by the Engineer, City may, notwithstanding the provisions of this Section, proceed to make such corrective work, and Contractor shall be liable for costs of such corrective work. Such action by City will not relieve Contractor of the warranties and guaranties provided in the Section or elsewhere in the contract.

(e) This section does not in any way limit the warranty or guaranty on any material for which a longer warranty or guaranty is specified in the Contract Documents or on any item for which a manufacture give a warranty or guaranty fro a long period. Contractor shall furnish the Engineer with all appropriate warranty and guaranty certificates upon release of the work.

2.3 Liens

No materials, supplies, tools or equipment for work under this contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest herein or in any part thereof is retained by seller or supplier. Contractor warrants good title to all materials installed or incorporated in the work by the Contractor or any subcontractor and agrees upon completion of all work to deliver premises, together with all improvements and appurtenance constructed or placed thereon by him or her, to City free from any claim, liens, or charges. Contractor

further agrees the neither he nor any person, firm, or corporation furnishing any materials, supplies, tools, equipment or labor for any work covered by this contract shall have any right to lien upon the premises or any improvement or appurtenance thereon. Nothing contained in this article, however shall defeat or impair the rights of persons furnishing materials or labor under any bond given by Contractor for their protection or and rights under any law permitting such persons to look to funds due Contractor in the hands of City, and this provision shall be inserted in all subcontracts and material contracts when no formal contract is entered into for such material.

2.4 Manufacture's Recommendations

Where the manufacture of any material or equipment provides written recommendations or instructions for its use or method of installation (including labels, tags, manuals or trade literature), such recommendations or instructions shall be complied with, except where the contract documents specifically requires deviations.

2.5 Certificates of Compliance

The Engineer may require certificates of compliance with the Specifications for materials or manufactured items produced outside of the job site. Such certificates will not relieve the Contractor from the requirements of providing materials and manufactured items complying with the specifications even though they have been incorporated into the job.

3. Maintenance Schedule and Commencement of Work

3.1 Proposed maintenance Schedule

(a) After notification of award and prior to the start of any work, Contractor shall submit to the Engineer for approval the proposed maintenance schedule. The maintenance schedule shall be in the form of a tabulation, chart, or graph and shall be in sufficient detailed to show the chronological relationship of all activities of the project, including, but not limited to, estimated scheduling days of various activities, procurement of materials and scheduling of equipment. The maintenance schedule shall reflect completion of all work under the contract within the specified time and in accordance with these specifications.

(b) If Contractor desires to make a major change in its method of operation after commencing maintenance, or if schedules fail to reflect the actual progress, it shall submit to the Engineer a revised maintenance schedule in advance of beginning revised operations.

3.2 Beginning of Work

(a) The delivery to City, for execution and approval of the contract documents

properly executed on behalf of Contractor and surety, shall constitute Contractor's authority to enter upon the site of the work and to begin operations, subject to its assumption of the risk of the disapproval of the contract, as herein provided, and subject also to the following

(1) Contractor shall have received a receipt in writing for the properly executed contract documents, including bonds and certificates of insurance.

(2) City may, for any reason, order Contractor not to enter upon the site of the work, which order shall nullify the authority of Contractor to enter upon the site prior to receipt of the Notice to Proceed.

(3) Notice in writing of Contractor's intention to start work prior to approval, specifying the date on which he intends to start, shall be given to the Engineer at least 24 hours in advance.

(4) Contractor shall, on commencing operations, take all precautions required for public safety and shall observe all the provisions in these general conditions/specification and special conditions.

(5) Entry upon site without authority will be treated as trespassing.

(6) Should Contractor begin work in advance of receiving notice that the contract has been approved as provided above, any work performed by him in advance of the said date of approval shall be considered as having been done by him at his own risk and as a volunteer unless said contract is so approved

(7) Contractor may start work at any time after the Notice to Proceed is issued, but work shall begin within the number of days indicated on the Bid Proposal after the starting date for the contract, or at such other times as may be indicated in the special conditions.

(8) If required by the special conditions, Contractor shall start maintenance operations on that part of the project designated by the Engineer.

(9) The work shall be conducted in such a manner and with sufficient materials, equipment, and labor to ensure its completion in accordance with the specification within the time set forth in the contract.

3.3 Starting of Contract Time

As soon as practicable after the contract has been executed by both parties, a Notice to Proceed will be issued by City stating the starting date of the contract time will be 30 calendar days after the Notice to Proceed is issued, unless otherwise proved in the special conditions.

4. Subcontracting

4.1 Subcontractors Bound By Contract:

Contractor agrees to bind every Subcontractor by the terms of the contract as far as such terms are applicable to the Subcontractor's work. If Contractor shall subcontract any part of this contract, Contractor shall be as fully responsible to City for acts and omissions of every subcontractor and of persons either directly or indirectly employed by every such Subcontractor, as he is for acts and omissions of persons directly employed by himself. Nothing contained in the Contract Documents shall create any contractual relation between and subcontractor and City.

4.2 City Consent to Subcontractors

City's consent to, or approval of, any Subcontractor under the contract shall not in any way relieve Contractor of its obligation under the contract and no such subcontract or approval thereof shall be deemed to waive any provision of the contract between City and Contractor.

5. Contractor's Responsibilities

Contractor shall ascertain to its own satisfaction the scope of the project and nature of any other contracts that have been or may be awarded by City in prosecution of project to the end that Contractor may perform the contract in consideration of such other contracts, if any.

Contractor shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly connect and coordinate its work with others. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the project.

If any part of Contractor's work depends for proper execution or results upon work of any other contractor, Contractor shall inspect and promptly report to the Engineer any defect in such work that render it unsuitable for such proper execution and results. Its failure so to do shall constitute a waiver by Contractor of any claim of delay caused by events beyond Contractor's control.

6. Authority of the Engineer

6.1 General Authority

The Engineer shall decide any and all questions which may arise as to the quality or acceptability of materials and work performed, and as to the manner of performance and rate of progress of the work, and shall decide all questions which may arise as to the interpretation of the drawings and specifications, and all questions as to the acceptance fulfillment of the contract on the part of Contractor, and as to compensation. His/her decisions shall be final and it shall have authority to enforce and make effective decisions and orders.

6.2 Interpretation of Drawings and Specifications

The Engineer shall interpret the meaning of any part of the drawings and specifications about which any misunderstanding may arise and his/her decision will be final. Should there appear to be any error or discrepancy in or between the drawings and specifications, Contractor shall refer the matter to the Engineer for adjustment before proceeding with the work. Should Contractor proceed with the work without so referring the matter, it does so at its own risk.

6.3 Inspection

(a) The Engineer shall have full access to all operations involving work under the contract and shall be provided reasonable advanced notice of the time and place of operations which he desires to observe.

(b) All work shall be under observation of the Engineer. He/she shall have free access to any or all parts at any time. Contractor shall furnish the Engineer reasonable facilities for obtaining such information as may be necessary to keep him/her fully informed respecting progress and manner of work and character or materials. Inspection of work shall not relieve Contractor from any obligation under the contract. The Engineer shall have authority to stop work whenever provisions of Contract Documents are not being complied with and Contractor shall instruct its employees and any subcontractor accordingly.

6.4 Disputes Pertaining to Payment of Work

Should and dispute arise respecting the true value of any work done, of any work omitted, or any extra work which Contractor may be required to do or respecting the size of payment to Contractor during the performance of this contract, such dispute shall be decided by the Engineer.

6.5. Traffic Requirements

(a) Street Closures, Detours, and Barricades

(1) All costs involving in complying with the following requirements for street closures, detours and barricades shall be borne for the Contractor.

(2) Contractor shall notify the Engineer, at least five (5) working days before closing or partially closing and street. The engineers will arrange detour routes and issue signing instructions, if required.

(3) Contractor shall notify the following agencies, at least forty-eight (48) hours in advance of the closing, partial closing, or opening of any street or alley: Engineering Department Phone (818) 597- 7322, Fax (818) 597-7341 or email bwoodworth@agourahillscity.org

(4) Contractor shall install, maintain, and remove all temporary barricades, light, warning signs, and other facilities necessary to control traffic as specified in the Manual of Warning Signs, Light & devices for Use in Performance of Work Upon Highways, which is complied in accordance with section 21400 of the California Vehicle Code. Material for a temporary facility may be provided from new or used materials. if used materials are provided, they shall be sound, in good condition, and otherwise meet the requirements of new material.

(5) If at any time any portion of the street is obstructed by traffic, Contractor shall post "No parking Anytime" signs on both side of the street.

a. In addition to the lane width specified in subparagraph "b." below, Contractor shall maintain a minimum clearance of three (3) feet to excavations and a minimum of two (2) feet to curb and other obstructions. When traffic patterns required by the work are such that opposing lanes of traffic must cross the existing centerline, Contractor shall separate the opposing lanes at intervals, not to exceed fifty (50) feet, or as directed by the Engineer.

b. Minimum Requirements for Maintaining Traffic Flow: Traffic in both directions shall be maintained on all side streets at all times. Minimum ten (10) foot lanes shall be used.

6.6 Deduction for Uncorrected Work

If City deems it inexpedient to correct work, not performed in accordance with the contract, and equitable deduction from contract price shall be made, therefore.

6.7 Certificate as to Compliance with Certain Regulations

Contractor shall file with Engineer, prior to the release of the work, a certificate in form substantially as follows:

I (We) hereby certify that all work has been performed and materials supplied in accordance with the specifications, drawing, and Contract Documents for the above work and that:

(a) No less than the prevailing rates of per diem wages as ascertained by the Director of Industrial Relations has been paid to workers employed on this work and a copy of said rates has been posted and maintained at the work site at all times during the course of the work.

(b) State prevailing wage rates shall apply when the State wage is higher than the federal wage rate. All Contractors and Subcontractor are subject to the application of Section 1720 et seq. of the California Labor Code which details regulations and procedures governing the payment of prevailing wage.

(c) All Contractors and Subcontractors are subject to the provisions of Section 3700 of the California labor Code which requires that every employer be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of the code.

(d) All Contractors and Subcontractors are subject to the provisions of Section 1810-1814 of the California Labor Code which provide that the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the Contractor or Subcontractor shall forfeit, as a penalty, Twenty-five (25) dollar for each worker employed in the execution of the contract for each calendar day during which a worker is required or permitted to labor more than eight hours in any calendar day or more than forty (40) hours in any calendar week and is not paid overtime.

(e) Section 1815 of the California Labor Code requires that notwithstanding the provisions of Sections 1810-1814, employee of Contractors who work in excess of

eight (8) hours per day and forty (40) hours per week shall be compensated for all hours worked in excess of eight (8) hours per day at not less than 1-1/2 times the basic rate of pay.

(f) There have been no unauthorized substitutions of Subcontractors, nor have any unauthorized Subcontractors been entered into.

(g) No subcontractor was assigned or transferred or performed by anyone other than the original Subcontractor, except as provided in the Subletting and Subcontracting fair Practices Act, public Contract Code Section 4100, et seq.

(h) All claims for materials and labor and other services performed in connection with the Contract Documents have been paid.

7. Assignment of Rights

7.1 Assignment to City

In entering into this maintenance contract or a subcontract to supply goods, service, or materials, Contractor or Subcontractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action in may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700 of part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the maintenance contract or the subcontract. The assignment shall be made and become effective at the time City tenders final payment to Contractor, without further acknowledgement by the parties.

7.2 Agreement to Assign

In subletting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, material, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

8. Prohibited Interests

No official, employee, or agent of City, nor any member of his of her immediate family, shall have any direct or indirect interest in the contract.

9. MAINTENACE STANDARDS AND SPECIFICATIONS

A) Tree Pruning

Tree pruning per pre-designed districts, grids or prune routes on a set cycle to include all trees. Pruning will include structural pruning, crown raising, crown thinning, and crown cleaning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards. Special projects that are difficult to access and require the need for specialty equipment (i.e., 95-foot tower), service request pruning, or pruning to reduce and/or pruning to restore would fall under Crew Rental.

1) Contractor shall comply with Standards of CAL OSHA and the American National Standard Institute, Z133 Safety Requirements.

2) Contractor shall provide and post "No Parking" signs 48 hours in advance of the work.

3) Contractor shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner which will cause the least possible interference and annoyance to the public. Work shall be performed by competent employees and supervised by an experienced, English-speaking supervisor in tree maintenance operations. The Contractor shall be responsible for advance notification to the residents at each work location of the intended tree operations. The contractor shall be responsible to see that private property and vehicles at work locations are not endangered or damaged during the course of the work.

4) Contractor shall exercise precautions as necessary when adjacent to aerial and subterranean utilities. In the event that aerial utility wires present a hazard to the Contractor's personnel or others near the work site, work is to immediately cease and the appropriate utility company notified. Work shall then commence in accordance with instructions from the utility company. In the event that work causes excavation, the Contractor is responsible for appropriate notification of Underground Service Alert (USA).

5) No hooks, gaffs, spurs or climbers will be used by anyone employed for such pruning. Any vine plant growing on the trees shall be removed at ground level.

6) Final pruning cuts shall be made without leaving stubs. Cuts shall be made in a manner to promote fast callous growth.

7) Contractor shall maintain at least one (1) Bilingual (English & Spanish) speaking foreman, on-site, at all times.

8) When trimming fungus, disease or fire blight infected limbs or fronds, all pruning tools shall be cleaned after each cut with alcohol or bleach.

9) Topping shall not be done without prior approval of the City.

10) Trees shall be trimmed to provide a minimum clearance of fifteen (15) feet over the roadway and nine (9) feet over walkways. Trees shall also be trimmed to remove any obstruction around traffic control devices, traffic signs and streetlight.

11) The specific techniques employed shall be consistent with industry practice for the size and species of the tree being pruned. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close, 1/2 inch, to the parent stem so the healing can readily start under normal conditions. All limbs two (2) inches or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the

cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree.

B. PALM TREE PRUNING

Any Palm Trees located in the City right-of-way that require maintenance shall be removed. Palm Trees are not to be included in the City's routine tree maintenance program and shall instead be removed when maintenance is required.

C. CLEARANCE PRUNE

Trees will be raised to a standard height established by the City for the purpose of creating adequate room for utility vehicles, paving equipment, pedestrian traffic, clearance for buildings and signs in accordance with standards set forth by the International Society of Arboriculture pruning Standards (Best Management Practices) and the ANSI A300 Standards under "Pruning to Raise." Clearance trims are performed on a grid system or on a street-by-street basis.

D. TREE ONLY REMOVAL

City prepares list of trees to be removed, marks trees, notifies the homeowners and submits the list to the Contractor. Contractor prepares internal work order. Crew removes tree and hauls all debris. Special projects that are difficult to access with equipment, or require the need for a crane or 95-foot tower would fall under Crew Rental rates

E. STUMP ONLY REMOVAL

City prepares list of the stumps to be removed, marks stumps, notifies homeowners and submits the list to the Contractor. Contractor calls U.S.A. and prepares internal work order. Stumps will be ground to a depth of 18 inches. All holes will be backfilled, as well as all debris cleaned up and hauled off on the same day the stump is removal is completed.

Tree removal is an integral part in the maintenance of the community urban forest. Therefore, tree maintenance, including removal and planting, should fall under a category called "Maintenance or Service" and not considered a "new" construction contract. This project is considered Landscape Maintenance.

1) This contract will involve tree removal and replacement, which reflects that of reforestation. Reforestation shall consist of renewing forest cover on or by the use of seedling or planting in an effort to replant where a forest once stood. Tree removal as a condition of site preparation for tree replacement should also be part of the standard maintenance practice.

2) Contractor shall provide all equipment, labor and materials, necessary for the planting of trees throughout the City in accordance with the specifications herein.

3) Contractor shall be responsible for locating all underground utilities prior to planting.

4) Removal shall be conducted in good workmanlike manner in accordance with the standards of the arboriculture profession. The Contractor shall be responsible for contacting Underground Service Alert (U.S.A.) 1-800-422-4133 for the locating of underground utilities prior to stumping removal operations

5) All tree parts are to be loaded into transport vehicles. The vehicles must have front and side solid and the top and rear will be tarped or otherwise tightly enclosed. The transporting of the tree parts must be made so that no debris escapes during transport.

6) Branches, suckers, bark and other tree parts that are chipped are to be hauled to the disposal site during the workday.

7) All tree stumps must be removed to a least 18 inches below the lowest soil level adjacent to the stump, or until deep roots are no longer encountered. The Contractor shall grind the stump a minimum distance of 1 ½ feet on either side of the outer circumference of the stump, or until surface roots are no longer encountered.

8) Stumps should be cut low enough to the ground where routing can be done safely.

F. TREE PLANTING

Planting includes the tree, root barrier (when required by specification), stakes, ties and complete installation. Planting lists should be compiled by the Contractor and submitted monthly or as needed. Contractor will guarantee the life of the tree for a period of ninety days (90), excluding vandalism and extreme weather conditions.

1) Planting pit shall be dug twice the width and the same depth of the root ball. Before placing the tree in the planting pit the Contractor shall examine the root ball for injured roots and canopy for broken branches. Damaged roots should be cleanly cut off at a point just in front of the break. Broken branches should be cut out of the canopy making sure that the branch collar is not damaged.

2) Protect adjacent walls, sidewalks and utilities from staining by the soil. Use ½ inch plywood and or plastic sheeting as directed to cover the existing concrete, metal, and masonry work and other items as directed during the progress of the work. Any damage to the paving or architectural work caused by the Contractor shall be repaired at the expense of the Contractor.

3) Tree shall be placed in the planting pit with its original growing level (the trunk flare) at the same height of the surrounding finished grade. In grass-covered parkways, the top of the root ball shall be level or slightly higher than the surrounding soil. In a concrete tree well, the root ball shall be three (3) inches below the level of the finished surface of the concrete.

4) Backfill material should be no more than 10% commercial soil amendment mixed with the native soil. Placed fertilizer tablets in the corners of the bottom of the hole. Eliminate all air pockets while backfilling the planting pit by watering the soil as it is placed in the hole. Soils shall not be compacted by tamping it down by foot.

5) Trees that are planted in parkways shall have a 4-6 inch high water retention basin built around the tree capable of holding at least ten (10) gallons of water. In a concrete tree well, soil should be raked against the edge of the concrete to create a sloping basin. Immediately after planting, the tree shall be watered thoroughly by filling the water retention basin twice.

6) All trees shall be staked with two (2) wooden lodge poles connected by two (2) ½ inch by three (3) inch pieces of wood and two (2) ties per pole. All lodge poles shall be upright and straight. The minimum size of the lodge poles shall be 10-foot long, with 1 1/2 inch diameter. The wooded stakes shall be placed at 1/3 and 2/3 of the trunk height. The tree ties shall be placed at 1/3 and 2/3 of the trunk height. Stakes shall not penetrate the root ball and shall be driven into the ground approximately 24 – 30 inches below grade.

7) In some cases, root barriers may be required. The City will make this determination. Should a root barrier be required, the Contractor will install a mechanical barrier. The barrier shall be a minimum of 24 inches in depth and placed in a circular fashion one (1) foot from the tree's root system. Root barriers shall be included in the unit price of the tree.

8) Tree spacing shall be at a minimum distance of 30 feet to a maximum of 50 feet.

9) Planting will be at a minimum of 30 feet from the back of curb return (BCR) on an approach to an intersection and 20 feet from the end of curb (ECR) on the exit side.

10) Plant 20 feet minimum from edge of approach.

11) Plant 20 feet minimum from street light standards, power lines and fire hydrants.

12) Plant 15 feet from house walks and utility meters.

- 13) Center the tree between the sidewalks and curb.
- 14) Where there is no parkway, plant tree in the center of the public right-of-way.
- 15) Clean up all trash and any soil or dirt spilled on any paved surface at the end of each working day.
- 16) All trees shall be of good nursery stock that adheres to the American Standard for Nursery Stock as described in the ANSI A60.1-1996 Standards. Trees shall be free from pests, disease and structural defects.

G. CREW RENTAL

The standard crew is three men, one (1) chipper truck, one (1) chipper, one (1) aerial tower and all necessary hand tools. The crew equipment can be modified to complete any type of miscellaneous tasks including special projects that may consist of extraordinary work such as hanging flags, changing light bulbs, or trimming specific trees requiring immediate attention prior to their scheduled trim.

H. EMERGENCY CREW RENTAL

Contractor will respond to emergency calls on a 24-hour basis. Emergency work will begin on-site within ninety (90) minutes of receipt of the call from the City. The crew will do what is necessary to render the hazardous tree-related condition safe.

- 1) The Contractor will be required to provide emergency/on call response to hanging limbs, wind damage or downed trees. This may be at night or during storm conditions. The Contractor will be given specific locations and work to be performed at each location via telephone call from a City authorized representative and report back to the City representative upon completion of the work specified.
- 2) The Contractor is required to provide 24-hour emergency phone numbers and names of a minimum of two (2) contact individuals within two (2) weeks of the award of the contract. Should the phone numbers or contact person change during the course of the contract those changes must be provided to the City.
- 3) The Contractor shall be required to provide all traffic control required during his emergency operations. Should the work involve any high voltage lines the Contractor shall be required to notify the responsible utility company.
- 4) Work performed under the emergency provision of this contract shall be paid for on a per crew hour basis. This shall include all labor, tools, equipment, disposal fees, and materials necessary for doing the emergency work.

I. TREE WATERING

Watering is performed by a one-man crew with a water truck and will water various routes including landscape medians and young trees that are three (3) years old and younger.

J. SCHEDULE OF WORK AND HOURS OF OPERATION

1) Contractor will be required to commence work within thirty (30) working days of award of the contract. The Contractor shall, prior to commencing work, submit and gain approval of a weekly work schedule indicating the order and location of work.

2) The general hours of operations shall be 9:00 AM. to 3:00 PM on major streets and 7:00 AM to 5:00 PM on residential streets. The days of operations shall be Monday through Friday. No work shall be performed on Saturday or Sunday unless authorized by the City.

3) In addition, the Contractor, field lead man or foreman shall meet with the City's representative weekly or bi-weekly for the purpose of reviewing the week's work, receiving special instructions, and to discuss any problems encountered on the job.

K. CLEAN UP

1) Contractor shall clean all job sites when work is completed, including the raking of leaves, twigs, etc. from the lawns and parkways and the sweeping of streets.

2) Each day's scheduled work shall be completed and cleaned up and under no circumstances shall any brush, leaves, debris or equipment be left on the street overnight.

3) Brush and debris shall be removed daily, sidewalks swept, lawns and parkways raked out and gutters cleaned.

4) The City's representative shall be the sole judge as to the adequacy of the clean up.

L. DISPOSAL OF MATERIALS

All tree branches produced as a result of the Contractor's operations under this contract will be reduced, reused, recycled, and/or transformed. Included in the monthly billing for the tree maintenance the City will receive a Green waste report detailing the amount of debris recycled and the location. This report is to be used for compliance with Assembly Bill 939.

M. INVOICES

Contractor shall be required to submit invoices on a monthly basis. Invoice format shall include but not be limited to a list of each street that trimming operations took place, the address of each individual tree trimmed, the species and its current condition, height, trunk diameter and canopy spread of each individual tree that was

trimmed. Each invoice shall include an exact copy in electronic format that is compatible with the City's Tree Inventory program. Failure to submit invoices in this format may result in non-payment until these requirements are met.

N. INSPECTION

The city's representative shall, at all times, have access to the work and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials and equipment used and employed in the work.

The inspection of the work shall not relieve the Contractor of any of his obligation to full fill the contract and/or complete the project described. Defective work shall be made good notwithstanding the fact that such defective work may have been previously overlooked by the City's representative and accepted for payment.

O. MINOR MODIFICATIONS AND/OR ADDITIONAL WORK

1) The City may modify these specifications with the joint approval of the Contractor and the City's Parks and Landscape Superintendent, all modifications shall be in writing.

2) In the event that the City of Agoura Hills should require additional work beyond the requirements of these specifications, the Contractor shall perform all work at a competitive price.

3) Additional work may be added to the contract work as the need arises. The Contractor shall perform all specified and approved additional work at the unit prices submitted with this bid proposal.

4) The Contractor must be willing to provide a competitive price for additional work that may be added to the contract. Contractor will be required to demonstrate the ability to properly execute the expanded workload with the necessary increase in labor, materials and equipment needed to complete the additional work in a timely manner.

P. BROCHURES AND NOTICES

1) Contractor will provide and distribute brochures that are acceptable to the City that describes the tree maintenance process and is readily accessible to the citizens. **Sample brochures must be approved by the City prior to issuance.**

2) Public notice of the Tree Maintenance program will be supplied by the Contractor with final approval by the City's representative.

Q. TREE INVENTORY

The contractor will update the entire tree inventory along city right-of way and parks of the City of Agoura Hills. The data will be collected by address and include tree species,

parkway type, diameter at standard height, crown height, botanical and common name, and other information as recommended by the City of Agoura Hills.

R. TREE INVENTORY PROGRAM

The contractor will update the City of Agoura Hills internet-based, record keeping system that allows the City to maintain, retrieve and manipulate information about its tree population, including the description of each tree by species, height, diameter, work history, and tree and planting site location. The tree inventory program is an on-line database program, which the data can be incorporated into the City's maintenance management tracking program. The program has the capability to produce detailed listings of tree and site information, work histories, services requests, summary reports and pictures of City tree species. The tree inventory program allows for batch update of work histories. The Contractor shall provide unlimited training to support the program for the entire term of the contract while under contract for maintenance services.

Provide the City with recommendations for tree species, recommended planting locations and removals. Attributes to be collected by field personnel may include Address, Street, Facilities, Species, Diameter, Crown, Height, recommended maintenance, overhead utilities and parkway size & type. Provide the City with various tree inventory report capabilities to accommodate the City's needs

S. GPS INVENTORY

Provide the City with updated Global Positioning System (GPS) coordinates for each tree inventoried. The address information contained in inventory can be linked directly to a Geographical information System (GIS) program, such as ArcView. The inventory collector will identify the trees by their global coordinates of longitude and latitude, within one meter. By collecting the data using the GPS system, the City can consolidate the tree data with other various GPS coded programs in the City. At the end of the project, the City will receive a complete updated listing of all sites inventoried, both in hard copy and in the software, which will enable you to connect the inventory to the City's GIS program and create various frequency reports.

T. REPORTS

The Contractor will assist the City with various reports concerning the City's tree inventory, maintenance services, planting program and/or tree policies. These reports may be produced for the City Council and/or various Commissions or Committees.

U. EXPERIENCE

The Contractor shall have at a minimum five (5) years experience in collecting tree inventories and developing inventory databases, including an extensive program that simplifies the management of the City's Urban Forest.

The Contractor shall have developed a complete and comprehensive computer inventory program in at least five (5) California cities. The program should have specialized reports designed specifically for City representatives needs. The program should be developed based on the needs of the City and allow the City to modify and structure the program specific to the City's needs. The user-friendly program should allow users to generate a variety of reports quickly.

V. SCOPE OF WORK

The Contractor will manage the entire inventory project and will not use subcontractors. The project shall include field data collection, data entry, access to the computer program, and training of City employees on the use of the system, future technical maintenance and support. The Contractor, upon award of the contract should be prepared to perform the following:

Contract Management

1. Obtain all required insurance as specified in the RFP.
2. Obtain any and all Business Licenses and/or permits.
3. Execute a Contract for the Inventory of the City trees.

Prior to Commencement of Work

1. Conduct a pre-job meeting with the City to discuss the City's criteria with regards to all tree attributes to be collected, scheduling and location of fieldwork.

2. Conduct a pre-job meeting with the City to discuss the City's criteria with regards to all tree attributes to be collected, scheduling and location of fieldwork.
3. The City will be divided into grids of districts for more efficient management of data collection. For the purpose of updating the City's tree inventory, the City shall try to provide copies of the following
 - a. City Maps with Street Legend
 - b. Easement Maps
 - c. Grid Maps
 - d. Street Tree Master Plan with Tree Palette
 - e. Tree Ordinance
 - f. Additional information pertaining to City Trees
 - g. Tree Maintenance Schedule
 - h. Information pertaining to City's GIS system
 - i. Street Listing on diskette in database or ASCII format

Inventory data Collection

1. Have an ISA certified Arborist, perform the tree data collection and provide cursory tree evaluation.
2. Attributes to be collected by field personnel include District (area number and name), species identification, size (diameter at standard height) and condition evaluation.
3. Provide the City with updated Global Positioning System (GPS) coordinates for each tree inventoried. The information collected can be linked directly to a Geographical Information System (GIS) program, such as ArcView. Using a handheld computer and a backpack GPS receiver, the inventory collector will identify the tree by their global coordinates of longitude and latitude.
4. By collecting updated data using the GPS system, the City can consolidate the tree data with other various GPS coded programs.
5. At the end of the project, the City will receive a complete updated listing of all site inventory, both in hard copy and visible within the software program, which will enable the City to connect the inventory to the GIS program and create various frequency reports.

6. Attributes to be collected by field personnel will include:

- a) Tree Number
- b) City District
- c) Street
- d) Location by Address
- e) Location by GIS, x, y State Plane coordinate (optional)
- f) Species by Botanical name and common name
- g) Tree diameter
- h) Canopy spread
- i) Tree height
- j) Recommended Maintenance Classification
- k) Existing overhead Utilities
- l) Parkway Size
- m) Parkway Type
- n) Public/Private Code

W. COMPUTER SOFTWARE UPDATE

1. The software will have the capability of producing reports that can be exported to Microsoft Excel for graphic output for the purpose of displaying the data.
2. It is capable of linking to ArcGIS version 10.2 with automatic data export.
3. Update the software can also link to separate databases containing work history, work requests, etc.
4. It can manage an unlimited number of records and has the capability of adding additional tree sites should the City desire to input them.
5. Queries can be made by one field or a combination of fields.

X. TREE INVENTORY & SCHEDULE

1. Data will be post-processed to establish sub-meter accuracy of points (only if GPS).
2. Tree inventory will be updated into the existing web-based program for long-term management of the Urban Forest. The inventory program is linked with the City's ArcView system for GIS capabilities.
3. Update (if needed) Global Positioning Satellite (GPS) coordinates for each City tree inventoried. Using a handheld computer and a backpack GPS receiver, the inventory collector will identify the trees by their global coordinates of longitude and latitude, within one (1) meter. By updating the data using the GPS system, the City can consolidate the tree data with other various GPS coded programs in the City.
4. Provide monthly progress reports in the form of shp.files. The City will be able to review the data collected and the dot plotted on themaps.

Y. TECHNICAL SUPPORT AND MAINTENANCE

The Contractor shall provide routine maintenance, archive, backup, restore and disaster recovery procedures as may be requested by the City. The Contractor shall provide unlimited support with experienced staff available to the City during the hours of 8:00 AM. to 5:00 PM. Monday through Friday. The Contractor shall be readily available by telephone, e-mail or may respond to the City's location within a timely manner.

Z. COMPUTER SOFTWARE SYSTEM

The Contractor will provide the City of Agoura Hills with updates to the internet-based, record keeping system that allows the City to maintain, retrieve and manipulate information about its tree population, including the description of each tree by species, height, diameter, work history, and tree & planting site location. The tree inventory program is an on-line database program, which the data can be incorporated into the City's maintenance management tracking program. The software program allows the City to customize the program specific to the City's needs. It also allows for an unlimited amount of users to connect to the database.

EXHIBIT "B"
SCHEDULE OF PAYMENT
SCHEDULE OF TREE WORK COMPENSATION

The Contractor understands the tree population of the City of Agoura Hills and agrees to provide the specific services to the City as listed in the Bid Proposal.

1. GRID OR ANNUAL TREE TRIMMING

A systematic tree trimming program composed of existing grid or pre-designed districts that are trimmed in their entirety on a set schedule. Trees in a grid will include all large, medium and small trees. All trimming is performed in accordance with the standards established by the international Society of Arboriculture, American National Standards Institute and the City.

UNIT	UNIT PRICE
Per tree	\$ 115.00

2. FULL TRIM BASED ON SERVICE OR SPECIAL REQUESTS

Trees requiring service prior to their regularly scheduled grid or annual trim to rectify a specific problem such as blocking street lighting or signs, right-of-way clearance for utility lines, or broken limbs will be performed as a "Service Request."

<u>Size</u>	<u>Unit</u>	<u>Unit price</u>
0-6" dbh	per tree	\$ 75.00
7-16" dbh	per tree	\$ 135.00
17-24 dbh	per tree	\$ 215.00
25-36 dbh	per tree	\$ 315.00
37 dbh & over	per tree	\$ 425.00

3. PALM TREE TRIMMING

	<u>Unit</u>	<u>Unit price</u>
Coco Palm, any size	per tree	\$ 65.00
Washingtonia Palm, any size	per tree	\$ 95.00
Canary Island Date Palm, any size	per tree	\$ 295.00

4. TREE REMOVAL

	<u>Unit</u>	<u>Unit price</u>
Complete tree and stump removal	per dbh	\$ 75.00
Tree removal only	per dbh	\$ 55.00
Stump only removal	per dbh	\$ 30.00

5. TREE PLANTING

<u>Unit</u>	<u>Unit price</u>
-------------	-------------------

15 gallon tree with root barrier	per tree	\$ 325.00
15 gallon tree without root barrier	per tree	\$ 295.00
24 inch box tree	per tree	\$ 525.00
24 inch box tree without root barrier	per tree	\$ 500.00

6. TREE WATERING

<u>Unit</u>	<u>Per day</u>	<u>Unit price</u>
per tree	\$ 920.00	\$ 15.00

7. CREW RENTAL Per man hour \$ 115.00

Standard maintenance crew of three (3) persons, one (1) chipper truck, one (1) aerial tower truck and chipper and all necessary saws and hand tools

8. CREW RENTAL (overtime) Per man hour \$ 155.00

Standard maintenance crew of three (3) persons, one (1) chipper truck, one (1) aerial tower truck and chipper and all necessary saws and hand tools.

9. EQUIPMENT RATES

List additional equipment you have available and the rates for each.
*See below

10. MATERIAL AT COST PLUS N/A 15%

11. ARBORIST SERVICES Per hour \$ 175.00

Arborist services provided by the hour as prescribed per the Special Provisions of these Specifications.

12. EMERGENCY CREW RENTAL Per hour \$155.00

13. TREE MASTER PLAN Per Tree ~~Lump Sum~~ \$ 5.00

***9. Additional Equipment Rates**

1. 95-Foot Aerial Tower	Per hour	\$195.00
2. Crane	Per hour	\$195.00
3. Roll-Off with Loader	Per hour	\$195.00
4. Bobcat	Per hour	\$195.00

Cooperative Purchase: It is intended that any other public agency (e.g. city, county district, public authority, public agency, municipality, and other political subdivision or public corporation) shall have the option to participate in any award made as a result of this solicitation at the same prices. The City shall incur no financial responsibility in connection with any purchase by another public agency. The public agency shall accept sole responsibility for placing orders and making payments to the vendor.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/20/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	CONTACT NAME: PHONE (A/C, No, Ext): (866) 283-7122 FAX (A/C, No.): (800) 363-0105 E-MAIL ADDRESS:
INSURED West Coast Arborists, Inc. 2200 E Via Burton Anaheim CA 92806 USA	INSURER(S) AFFORDING COVERAGE INSURER A: Property & Casualty Ins Co of Hartford 34690 INSURER B: Hartford Fire Insurance Co. 19682 INSURER C: AXIS Surplus Insurance Company 26620 INSURER D: Navigators Specialty Insurance Company 36056 INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 570122457593 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC ☐ OTHER:	Y	Y	72ECSS89301 SIR applies per policy terms & conditions	07/01/2026	07/01/2027	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	Y	72 CSE S89302	07/01/2026	07/01/2027	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION			P00100200124901	07/01/2026	07/01/2027	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	72WNS89300 Workers Comp AZ CA, TX	07/01/2026	07/01/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE-EA EMPLOYEE \$2,000,000 E.L. DISEASE-POLICY LIMIT \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability SIR: \$500,000.; Excess/Umbrella SIR: \$0; Worker's Compensation Deductible: \$350,000.
See Addendum for Excess Liability.

The City of Agoura Hills, its officers, officials, employees and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability and Automobile Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A waiver of Subrogation is granted in favor of the City of Agoura Hills, its elected or appointed officers, agents, officials, employees, and volunteers in accordance with the policy provisions of the

CERTIFICATE HOLDER

CANCELLATION

City of Agoura Hills Public Works Department 30001 Ladyface Court Agoura Hills CA 91301 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West Inc.</i>
--	---

Holder Identifier :

570122457593

Certificate No :

ADDITIONAL REMARKS SCHEDULE

Page _ of _

ADDITIONAL REMARKS



AGENCY CUSTOMER ID: 570000083713

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED West Coast Arborists, Inc.	
POLICY NUMBER See Certificate Number: 570122457593			
CARRIER See Certificate Number: 570122457593	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

General Liability, Automobile Liability and workers' Compensation policies. Excess Liability follows form over the General Liability, Automobile Liability and Employers Liability policies.

AGENCY CUSTOMER ID: 570000083713

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED West Coast Arborists, Inc.	
POLICY NUMBER See Certificate Number: 570122457593			
CARRIER See Certificate Number: 570122457593	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Excess Liability

Excess Liability 5m xs 5m
 Policy #03138990
 Allied World National Assurance Company
 Term: 7/1/2026-7/1/2027
 Limit: \$5,000,000 Aggregate/Occurrence

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
WHERE REQUIRED BY WRITTEN CONTRACT	WHERE REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
WHERE REQUIRED BY WRITTEN CONTRACT	WHERE REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY AGAINST, UNDER ANY CONTRACT OR AGREEMENT YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF OTHER INSURANCE CONDITION - PRIMARY OR PRIMARY AND NON-CONTRIBUTORY WHEN REQUIRED BY CONTRACT

This endorsement modifies insurance provided under the following:

COVERAGE COMMERCIAL GENERAL LIABILITY COVERAGE PART (EXCESS)
COMMERCIAL GENERAL LIABILITY COVERAGE PART (EXCESS – BROAD FORM)

With respect to other insurance available to any person or organization who is an additional insured under this Coverage Part, the following is added to Paragraph 4., **Other Insurance** of **Section IV – Commercial General Liability Conditions**:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance be primary, then subject to the "self-insured retention", this insurance is primary except when Paragraph **c.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in Paragraph **d.** below.

b. Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, then subject to the "self-insured retention", this insurance is primary except when Paragraph **c.** below applies and we will not seek contribution from that other insurance.

Paragraphs **a.** and **b.** do not apply to other insurance to which the additional insured has been added as an additional insured.

c. Excess Insurance

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability; or

(c) Property Damage to Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **j.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
(b) The total of all deductible and self-insured amounts under all that other insurance.

- (3) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

d. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: WEST COAST ARBORISTS, INC.

Endorsement Effective Date: 07/01/2026

SCHEDULE

Name Of Person(s) Or Organization(s):

WHERE REQUIRED BY WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: WEST COAST ARBORISTS, INC.

Endorsement Effective Date: 07/01/2026

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY AGAINST, UNDER ANY CONTRACT OR AGREEMENT YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- B.** The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT**

Policy Number: 72 WN S89300

Endorsement Number:

Effective Date: 07/01/2026 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: WEST COAST ARBORISTS, INC.
220 E. VIA BURTON
ANAHEIM, CA 92806

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

ANY PERSON OR ORGANIZATION FROM WHOM YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US.

Countersigned by

Susan F. Castaneda

Authorized Representative

Form WC 00 03 13 Printed in U.S.A.

Process Date:

Policy Expiration Date:



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO DESIGNATED CERTIFICATE HOLDER

SCHEDULE

Number of Days Notice:

Part A: 30

Part B: 10

Part C: 30

Name of Certificate Holder:

WHERE REQUIRED BY WRITTEN CONTRACT

Mailing Address:

This policy is subject to the following additional Conditions when a number of days are shown in the Schedule for any of the above Parts.

- A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided to the certificate holder in the Schedule, at least the number of days in advance of the cancellation effective date, as shown in Part A.
- B. If this policy is cancelled by the Company for nonpayment of premium, notice of such cancellation will be provided to the certificate holder in the Schedule within the number of days notice of the cancellation effective date, as shown in Part B.
- C. If this policy is cancelled by the insured, notice of such cancellation will be provided to the certificate holder in the Schedule, within the number of days notice of the cancellation effective date, as shown in Part C.

If notice is mailed, proof of mailing notice to the certificate holder's mailing address as shown in the Schedule will be sufficient proof of notice. If the number of days notice in the schedule for any Part is left blank or is shown as zero, no notice will be provided to the Scheduled certificate holder under that Part.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO DESIGNATED CERTIFICATE HOLDER

SCHEDULE

Number of Days Notice:

Part A: 30

Part B: 10

Part C: 30

Name of Certificate Holder:

WHERE REQUIRED BY WRITTEN CONTRACT

Mailing Address:

This policy is subject to the following additional Conditions when a number of days are shown in the Schedule for any of the above Parts.

- A.** If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided to the certificate holder in the Schedule, at least the number of days in advance of the cancellation effective date, as shown in Part A.
- B.** If this policy is cancelled by the Company for nonpayment of premium, notice of such cancellation will be provided to the certificate holder in the Schedule within the number of days notice of the cancellation effective date, as shown in Part B.
- C.** If this policy is cancelled by the insured, notice of such cancellation will be provided to the certificate holder in the Schedule, within the number of days notice of the cancellation effective date, as shown in Part C.

If notice is mailed, proof of mailing notice to the certificate holder's mailing address as shown in the Schedule will be sufficient proof of notice. If the number of days notice in the schedule for any Part is left blank or is shown as zero, no notice will be provided to the Scheduled certificate holder under that Part.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

Policy Number: 72 WN S89300

Endorsement Number:

Effective Date: 07/01/2026 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: WEST COAST ARBORISTS, INC.
220 E. VIA BURTON
ANAHEIM, CA 92806

If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided to the certificate holder(s) with mailing addresses on file with the agent of record. Such notice will be provided within 30 days of the Company's receipt of certificate holder(s) information from the agent of record.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.



REPORT TO CITY COUNCIL

DATE: AUGUST 26, 2026

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: NATHAN HAMBURGER, CITY MANAGER

BY: CHARMAINE YAMBAO, DIRECTOR OF PUBLIC WORKS / CITY ENGINEER

SUBJECT: APPROVE THE EIGHTH AMENDMENT TO AGREEMENT FOR DESIGN PROFESSIONAL CONSULTANT SERVICES, WITH KIMLEY-HORN AND ASSOCIATES, INC., FOR ADDITIONAL ENGINEERING DESIGN AND RIGHT-OF-WAY ACQUISITION SERVICES AND TERM EXTENSION FOR THE KANAN ROAD/AGOURA ROAD ULTIMATE INTERSECTION IMPROVEMENTS PROJECT

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

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

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

In July 2026, KHA submitted the 100% Plans, Specification and Estimate (PS&E) package to the City. With completion of the final design phase, the Project is now ready for the next major phase, which includes acquisition of the additional right-of-way necessary to construct the proposed improvements, followed by construction.

The proposed Project improvements require acquisition of additional right-of-way at the southwest and southeast corners of the Kanan Road/Agoura Road intersection. The required property interests include a combination of:

- Permanent right-of-way;
- Permanent easements; and
- Temporary construction easements.

On past projects, Staff worked directly with the City Attorney's office to complete right-of-way acquisitions activities for City projects. However, the Project is funded through Measure R and M. These funding sources require the City to procure professional services in a manner that demonstrates that project expenditures are incurred in the most cost-effective manner.

Accordingly, staff requested an additional services proposal from KHA to provide professional right-of-way acquisition services for the Project. Staff with the City Attorney's office, reviewed the proposal and determined that the proposed scope of work is appropriate and the costs are reasonable and credible for the work to be performed. Including these services as part of KHA's contract will provide continuity between the design and right-of-way phases, given KHA's historical knowledge of the Project design, required property interests, and technical requirements associated with the proposed improvements.

The proposed Eighth Amendment also includes additional engineering design services that are necessary as the Project advances toward construction. These additional services include continued utility coordination related to the undergrounding of above-ground utility service lines. Coordination with the affected utility providers is necessary to facilitate implementation of the proposed undergrounding improvements and to ensure that the final design is coordinated with existing and proposed utility facilities. And the amendment includes design alternatives for the northwest corner of the intersection. These alternatives were needed to address existing site grades while preserving existing oak trees. The additional design effort allowed the City to evaluate appropriate design solutions that balances transportation, grading, environmental, and aesthetic considerations.

The amendment also provides for a term extension of approximately 12 months. The extension is necessary to allow KHA sufficient time to complete the right-of-way acquisition phase and provide associated technical and engineering support as the City advances the Project toward construction.

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

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

FISCAL IMPACT

Sufficient funding was appropriated in the Fiscal Year 2026-27 City Council Budget to fund the final design and right-of-way acquisition for the Project through Measure R and M.

RECOMMENDATION

Staff respectfully recommends the City Council:

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

Attachments

[2026 8th Amendment KHA Design KananAgoura Intersection.pdf](#)

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

NAME OF CONSULTANT:	Kimley-Horn and Associates, Inc.
RESPONSIBLE PRINCIPAL OF CONSULTANT :	Attn: Sri Chakravarthy, P.E., T.E.
CONSULTANT'S ADDRESS:	660 S. Figueroa Street, Ste. 2050 Los Angeles, CA 90017
CITY'S ADDRESS:	City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attn: City Manager
PREPARED BY:	Charmaine Yambao
COMMENCEMENT DATE:	July 1, 2026
TERMINATION DATE:	June 30, 2028
CONSIDERATION:	Amendment Amount: \$149,700.00 Total Contract Price Not to Exceed: \$ 1,356,685.00/yr (1 st Amendment of \$465,179.00 increased Original contract of \$299,986.00 to \$765,165.00; 2 nd Amendment of \$207,200.00 increased contract to \$972,365.00; 3 rd Amendment of \$65,220.00 increased contract to \$1,037,585.00; 4 th Amendment of \$50,200.00 increased contract to \$1,087,785.00; 5 th Amendment was zero \$ increase; 6 th Amendment was zero \$ increase; 7 th Amendment of \$119,200.00 increased contract to \$1,206,985.00; 8 th Amendment of \$149,700.00 increased contract to \$1,356,685.00)

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

Kanan Road/Agoura Road Ultimate Intersection Improvements Project

THIS EIGHTH AMENDMENT is made and entered into as of August 26, 2026, by and between the City of Agoura Hills, a municipal corporation (hereinafter referred to as "City"), and Kimley-Horn and Associates, Inc., a Corporation (hereinafter referred to as "Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

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

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

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

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

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

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

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

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

h. On December 10, 2025, the City and Consultant entered into the Seventh Amendment to that certain Agreement entitled "Agreement for Design Professional Consultant Services between the City of Agoura Hills and Kimley-Horn and Associates, Inc." to add scope of work, extend the term of the agreement to June 30, 2027, and increase the payment in the amount of One Hundred Nineteen Thousand Two Hundred Dollars and Zero Cents (\$119,200.00).

i. The parties now desire to add scope of work, extend the term of the agreement to June 30, 2028, increase the payment in the amount of One Hundred Forty-Nine Seven Hundred Dollars and Zero Cents (\$149,700.00), and to amend the Agreement as set forth in this Amendment.

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

"This Agreement shall remain and continue in effect until tasks herein are completed, but in no event later than June 30, 2028 unless sooner terminated pursuant to the provisions of this Agreement."

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

"The City agrees to pay Consultant monthly, in accordance with the payment rates and schedules and terms set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B, other than the payment rates and schedule of payment, are null and void. The Eighth Amendment amount shall not exceed One Hundred Forty-Nine Seven Hundred Dollars and Zero Cents (\$149,700.00), for additional design and right-of-way acquisition services for a total Agreement amount of One Million, Three Hundred Fifty-Six Thousand, Six Hundred Eight-Five Dollars and Zero Cents (\$1,356,685.00)."

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

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

IN WITNESS WHEREOF, the parties hereto have caused this EIGHTH Amendment to 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

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



Signed by:
By: Sri Chakravarthy
D019A53198DD4E0

Print Name: Sri Chakravarthy

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

Signed by:
By: Laura Forinash
B23D6D2545C24EE...

Print Name: Laura Forinash

Title: Asst. Secretary / P.E. 93146

[Signatures of Two Corporate Officers Required]

ATTACHMENT A

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

Kimley-Horn will provide the services specifically set forth below. Kimley-Horn will serve as the prime consultant and provide design support, right-of-way engineering coordination, and project coordination and management for the City. Hamner, Jewell & Associates (“subconsultant”) will serve as Kimley-Horn’s right-of-way subconsultant and will perform the primary right-of-way acquisition services described in Tasks 3 through 5, including title coordination, owner outreach, appraisal coordination, offer package preparation, acquisition negotiations, and transaction support.

The property impacts include permanent easements, temporary construction easements, and right-of-way acquisition of property rights across three adjacent private properties to support roadway, sidewalk slope, utility, temporary construction, and gateway monument improvements.

TASK 1 — DESIGN SERVICES

Kimley-Horn provided supplemental design support for work completed beyond the original Project scope, including revisions to the northwest corner, additional utility coordination, and related meetings.

Task 1.a — Northwest Corner Alternatives. Kimley-Horn provided developed and regraded multiple alternatives for the northwest corner of the intersection. This effort included preparing and refining multiple concepts, coordinating with Dudek regarding potential oak tree impacts, and supporting related design discussions needed to advance a preferred approach.

Task 1.b — Utility Coordination. Kimley-Horn provided ongoing utility coordination with AT&T, Southern California Edison, Crown Castle, and other affected utility providers for the various relocations associated with the Project. This effort included coordination meetings, tracking utility relocation issues, and supporting follow-up with utility providers to facilitate design and right-of-way coordination.

Task 1.c — Meetings, Renderings, and Presentation Support. Kimley-Horn participated in multiple coordination meetings with City Staff, supported the Public Works Subcommittee meeting, prepared renderings of the revised site plan, developed presentation materials, and met with planning staff to coordinate impacts to the adjacent development.

TASK 2 — RIGHT-OF-WAY ENGINEERING COORDINATION AND

PROJECT MANAGEMENT

Kimley-Horn will provide coordination and project management services to support the right-of-way acquisition and right-of-way engineering process. This task includes serving

as the primary coordination point between the City, Hamner, Jewell & Associates, appraiser, title company, Southern California Edison, utility providers, and City Attorney, as needed.

Kimley-Horn will coordinate right-of-way engineering information needed to support acquisition, including easement exhibits, legal description coordination, utility relocation information, plan updates, and related information requests. Kimley-Horn will also monitor progress against the Project schedule, facilitate review of draft offer packages and acquisition documents, track action items, and provide periodic status updates. This task includes ongoing email/phone coordination and up to four virtual coordination meetings.

Deliverables:

- Meeting agendas, notes, and action item logs
- Periodic project status updates
- Right-of-way engineering coordination support for easement exhibits, legal descriptions, utility relocation information, and acquisition document review

TASK 3 — PRELIMINARY TITLE REPORTS

The right-of-way team will order three preliminary title reports from First American Title Company for the affected parcels. The reports will be reviewed to identify ownership, liens, exceptions, and other title matters that may affect acquisition, document preparation, escrow, or closing.

Deliverables:

- Three preliminary title reports
- Summary of title issues affecting acquisition coordination

TASK 4 — OWNER OUTREACH AND APPRAISAL COORDINATION

The right-of-way team will contact each affected property owner to review the project plans as they relate to each property, assess owner receptiveness, and identify coordination issues that may affect acquisition. The right-of-way team will also order three appraisal reports from Hoffman, Vance & Worthington, one for each affected parcel, after the City provides legal descriptions and area calculations for each required easement or partial acquisition area.

Kimley-Horn will provide the legal descriptions and area calculations needed for the specific permanent easement, temporary construction easement, Southern California Edison easement, and/or partial fee acquisition areas. It is assumed that Southern California Edison will provide approved deed formats needed for appraisal and offer package preparation.

Deliverables:

- Owner outreach status summary
- Three appraisal reports
- Coordination log for legal descriptions, appraisal needs, and Southern California Edison deed requirements

TASK 5 —ACQUISITION SERVICES

Following completion of the appraisal reports, the right-of-way team will prepare draft offer packages for City review and pre-approval. Offer packages are anticipated to include offer letters, appraisal summary statements, right-of-way agreements, and easement deeds.

Once approved by the City, the right-of-way team will present the offer packages to the property owners and seek cooperative agreements. If agreements are reached, the team will process required documents, coordinate approvals, and support escrow, title insurance, and closing activities.

- Draft and final offer letters
- Appraisal summary statements
- Right-of-way agreements
- Easement deeds and supporting acquisition documents

The goal of this task is to reach cooperative agreements and avoid the need for eminent domain proceedings. If purchase efforts do not result in mutually acceptable agreements, the team will coordinate with the City Attorney's office regarding any required Necessity Hearing scheduling.

- Acquisition negotiation support for up to three parcels
- Processing of executed acquisition documents
- Escrow, title insurance, and closing coordination support
- Coordination support with City Attorney if condemnation-related steps become necessary

The right-of-way team will support transaction processing through approvals, escrow, title insurance, and closing for any cooperative agreements reached with affected property owners. This task includes coordination of executed documents, payment processing information, and closing requirements among the City, title company, escrow, and property owners.



REPORT TO CITY COUNCIL

DATE: AUGUST 26, 2026
TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: NATHAN HAMBURGER, CITY MANAGER
BY: KIMBERLY HOLLANDS, RECREATION SUPERVISOR
AMY BRINK, DIRECTOR OF COMMUNITY SERVICES
SUBJECT: APPROVE AGREEMENT FOR CONTRACTOR SERVICES, WITH GSG PROTECTIVE SERVICES, FOR SECURITY SERVICES

The City of Agoura Hills has contracted with GSG Protective Services for approximately five years to provide security services at City facilities, public meetings, private rentals, and City-sponsored events. GSG security works in coordination with City staff to provide a safe and secure environment for residents, visitors, elected officials, volunteers, and staff while helping protect City facilities and assets.

GSG Protective Services provides security for more than 90 private events held annually at the Agoura Hills Recreation and Event Center. These events include weddings, Bar and Bat Mitzvahs, corporate meetings, and other private rentals that frequently occur during evenings and weekends, often concurrently with City recreation programs. Security personnel assist The Event Center staff with policy enforcement, facility monitoring, and maintaining a safe environment throughout each event.

Security personnel are provided for regularly scheduled City Council and Planning Commission meetings. They also support the orderly conduct of public meetings, assist City staff as needed, and help ensure the safety of meeting participants.

In addition, GSG Protective Services provides security for City-sponsored special events, including Reyes Adobe Days and other community events. Security personnel assist with monitoring event areas, sometimes overnight, and coordinating with City staff to support the safe operation of these events.

Staff recommends renewing the agreement with GSG Protective Services through June 30, 2027. Renewal of the agreement will ensure continued security services for City facilities, public meetings, private rentals, and City-sponsored events. The agreement has been reviewed and approved by the City Attorney.

FISCAL IMPACT

There is no additional fiscal impact to the City Council Fiscal Year 2026-2027 approved Budget. Funds were appropriated for the service in the Recreation Center Contract Services 010-4426-5520 account and the City Hall Contract Services 010-4210-5520.52 account.

RECOMMENDATION

Staff respectfully recommends the City Council:

1. Approve Agreement for Contractor Services with GSG Protective Services, and

2. Authorize the Mayor to sign the agreement on behalf of the City Council.

Attachments

[Agreement - GSG Protective Services.pdf](#)

AGREEMENT FOR CONTRACTOR SERVICES
WITH THE CITY OF AGOURA HILLS

NAME OF CONTRACTOR:	GSG Protective Services CA Inc.
RESPONSIBLE PRINCIPAL OF CONTRACTOR:	Attn: Randy Bragg, COO
CONTRACTOR'S ADDRESS:	4001 Inglewood Avenue Suite 101-382 Redondo Beach, CA 90278
CITY'S ADDRESS:	City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attn: City Manager
PREPARED BY:	Kimberly Hollands
COMMENCEMENT DATE:	August 27, 2026
TERMINATION DATE:	June 30, 2027
CONSIDERATION:	Agreement Price: Not to Exceed: \$70,000/yr

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

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

**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF AGOURA HILLS AND GSG PROTECTIVE
SERVICES CA INC.**

THIS AGREEMENT is made and effective as of August 27, 2026, between the City of Agoura Hills, a municipal corporation ("City") and GSG Protective Services CA Inc. ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on August 27, 2026, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2027, unless sooner terminated pursuant to the provisions of this Agreement.

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

2. SERVICES

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

3. PERFORMANCE

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

4. 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 Seventy Thousand Dollars and Zero Cents (\$70,000.00) ("Agreement Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

B. 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.

C. 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.

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

5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

6. DEFAULT OF CONTRACTOR

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

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

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

7. OWNERSHIP OF DOCUMENTS

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

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

8. INDEMNIFICATION

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

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

9. INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager. At the option of the City Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers;

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

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

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

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

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

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

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

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

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

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

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

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

10. INDEPENDENT CONTRACTOR

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

B. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of

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

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

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

of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this Section. This duty of indemnification is in addition to Contractor's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

11. PERS COMPLIANCE AND INDEMNIFICATION

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

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

12. LEGAL RESPONSIBILITIES

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

13. RELEASE OF INFORMATION

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

the City. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

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

14. NOTICES

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

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

To Contractor: GSG Protective Services CA Inc.
4001 Inglewood Avenue Suite 101-382
Redondo Beach, CA 90278
Attention: Randy Bragg, COO

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

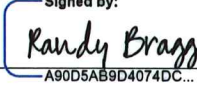
Date Approved by City Council: _____

APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

CONTRACTOR

GSG Protective Services CA Inc.
40001 Inglewood Avenue Suite 101-382
Redondo Beach, CA 90278
Randy Bragg, COO
(855) 371-5300
randy@gsgprotective.com

By:  8/17/2026
Name: _____
Title: _____
Signed by: A90D5AB9D4074DC...

By: _____
Name: _____
Title: _____

[Signatures of Two Corporate Officers Required]

EXHIBIT A

TASKS TO BE PERFORMED

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

The Event Center

1. GSG Protective Services will provide security services for events to be held at the Agoura Hills Recreation and Event Center. Type of security necessary (unarmed, special event, off-duty) will be coordinated and approved in advance of any event via staff.
2. GSG Protective Services will be given a schedule with requested personnel at the beginning of every month for the following month.
3. GSG Protective Services will provide Event Center staff with a list of assigned personnel three business days prior to the scheduled event. In the event the personnel assigned is not able to attend their shift, GSG will notify Event Center staff in a timely manner and reassign. The City of Agoura Hill reserves the right to reject any security personnel or supervisor from the contractor's work at The Event Center. It will be the contractor's responsibility to replace such rejected workers in a manner that will not affect the execution of the contract responsibilities as specified in the contract document.
4. GSG Protective Services will check in with Event Center staff upon arrival and as needed throughout the event.
5. GSG Protective Services will defer any policy inquiries or problems to Event Center staff.
6. GSG Protective Services will adhere to the policies set forth by the City of Agoura Hills in regard to The Event Center.
7. GSG Protective Services will be responsible for assigning breaks for assigned personnel and notifying/communicating with Event Center staff for an appropriate time.
8. GSG Protective Services will provide a contact for day of/after hour communication in the event of a problem.
9. Supervisor Check/Presence - Includes visits as requested by the City of Agoura Hills by a GSG Protective Services Supervisor to ensure the highest levels of reliability, appearance and accountability.
10. GSG Protective Services will wear attire that identifies them as security for each event.

Civic Center

1. GSG Protective Services will provide security services for meetings or events to be held at the Agoura Hills City Hall facility. Type of security necessary (unarmed, special event, off-duty) will be coordinated and approved in advance of any meeting or event by City Staff.
2. GSG Protective Services will be provided a meeting calendar for the calendar year, with respect to requested personnel potentially needed. City staff will make attempts to provide advance calendars to assist staffing determination needs. City staff will provide a firm commitment two weeks prior to the scheduled need.
3. GSG Protective Services will provide Civic Center executive staff with a list of assigned personnel three days prior to the scheduled event. In the event the personnel assigned is not able to attend their shift, GSG will notify City executive staff in a timely manner and reassign. The City of Agoura Hill reserves the right to reject any security personnel or supervisor from the contractor's work at the Civic Center. It will be the contractor's responsibility to replace such rejected workers in a manner that will not affect the execution of the contract responsibilities as specified in the contract document.
4. GSG Protective Services will provide a lead contact for day of / after hour communication in the event of a problem. GSG staff will check in with City staff upon arrival for the purpose of a pre-meeting/ event briefing. GSG staff will be under directed by City staff on needs/ actions during meetings/events.
5. GSG Protective Services will wear uniform attire for armed personnel that identifies them as security for each event. GSG and City staff will determine attire for other personnel based on the meeting/event needs.

Special Events

The City of Agoura Hills will also schedule GSG Security for City Sponsored events, including but not limited to, Reyes Adobe Days, Concerts in the Park, etc. Dates for special events will be provided in advance with the calendar of events.

EXHIBIT B
PAYMENT RATES AND SCHEDULE

OFFICER TYPE	COST PER HOUR	OVERTIME/HOLIDAY
Unarmed Security Officer	\$35.00	\$52.50
Special Events Officer	\$45.00	\$67.50
Armed Uniformed Security Officer	\$45.00	\$67.50
Off Duty / Retired Police Officer	\$65.50	\$97.50
Hand Wands	\$50 each	N/A
Radio	\$50 each	N/A

Minimum of six (6) hours per event, per officer.



REPORT TO CITY COUNCIL

DATE: AUGUST 26, 2026

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: NATHAN HAMBURGER, CITY MANAGER

BY: ROBBY NESOVIC, COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: APPROVE AGREEMENT FOR CONTRACTOR SERVICES, WITH KIMLEY-HORN AND ASSOCIATES, INC., FOR THE PREPARATION OF THE CITY'S 7TH CYCLE HOUSING ELEMENT

The tentative deadline for the City to adopt its 7th Cycle Housing Element is April of 2030. The Southern California Association of Governments (SCAG) and the California Department of Housing and Community Development (HCD) have just recently begun the consultation process to formulate structural assumptions for the development of the Regional Housing Needs Determination (RHND). On August 13th, SCAG hosted their first Regional Housing Needs Assessment (RHNA) subcommittee meeting where they discussed the RHNA process. The SCAG RHNA subcommittee expects to receive its formal 7th Cycle RHND from HCD for the SCAG region in October of 2026. The RHND determines the total number of housing units that SCAG will have to allocate to its 197 jurisdictions.

Following the RHND, SCAG will develop its methodology for allocation of the assigned units to all 197 jurisdictions. The final methodology is subject to public comment and review and approval by HCD, and it is anticipated that the methodology will be finalized by October of 2027. The City will then receive its draft RHNA allocation by April of 2028.

In preparation for 7th Cycle Housing Element and the RHNA process, the City released a Request for Qualifications and Request for Proposals (RFQ/RFP) soliciting bids to assist the City in the preparation of the 7th Cycle Housing Element. Kimley-Horn and Associates, Inc. (Kimley-Horn) (Community Planning Division) was the firm that was ultimately selected.

The total contract amount for the preparation of the 7th Cycle Housing Element is \$612,472.00, with that money anticipated to be spent through 2030. In the 2026-27 Fiscal Year, Kimley-Horn will prepare a market analysis and housing opportunity and constraints analysis to identify potential alternative housing sites and to begin a public outreach campaign. They will also assist the City in its outreach efforts with SCAG during the development of the RHNA methodology. Exhibit A of the attached contract contains a complete scope of work for the 7th Cycle Housing Element.

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

FISCAL IMPACT

This agreement will not have an impact on the City's Fiscal Year 2026-27 Budget as funds were allocated towards the 7th Cycle Housing Element during the Budget process. Funds will be allocated towards the 7th Cycle Housing Element through the year 2030 and be appropriated in upcoming years to meet the City's compliance requirements.

RECOMMENDATION

Staff respectfully recommends the City Council approve an Agreement for Contractor Services with Kimley-Horn and Associates, Inc. for the preparation of the City's 7th Cycle Housing Element.

Attachments

[AH KH Contract 7th Cycle HE.pdf](#)

AGREEMENT FOR CONTRACTOR SERVICES
WITH THE CITY OF AGOURA HILLS

NAME OF CONTRACTOR: Kimley-Horn and Associates, Inc.

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Attn: Sri Chakravarthy, PE, TE

CONTRACTOR'S ADDRESS: 660 South Figueroa St, # 2050
Los Angeles, CA 90017

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

PREPARED BY: Robby Nesovic

COMMENCEMENT DATE: August 26, 2026

TERMINATION DATE: August 26, 2030

CONSIDERATION: Agreement Price: \$612,472
Not to Exceed: \$300,000/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 KIMLEY-HORN AND
ASSOCIATES, INC. (KIMLEY-HORN)**

THIS AGREEMENT is made and effective as of August 26, 2026, between the City of Agoura Hills, a municipal corporation ("City") and Kimley-Horn ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on August 26, 2026, and shall remain and continue in effect until tasks described herein are completed, but in no event later than August 26, 2030, unless sooner terminated pursuant to the provisions of this Agreement.

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

2. SERVICES

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

3. PERFORMANCE

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

4. 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 six hundred and twelve thousand four hundred and seventy-two dollars (\$612,472) ("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. Any modifications of the documents without written authorization or adaptation by the Consultant will be at the City's sole risk and without liability to the Consultant. 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”), to the extent arising out of or incident to any negligent acts or omissions of Contractor, its officials, officers, employees, agents or subcontractors in connection with the performance of this Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such Claims arising out of the sole or partial 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:	Kimley-Horn and Associates, Inc. 660 South Figueroa Street, Suite 2050 Los Angeles, CA 90017 Attention: Sri Chakravarthy
----------------	---

15. ASSIGNMENT

The Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Contractor's sole compensation shall be payment

for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Contractor.

16. LICENSES

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

17. GOVERNING LAW

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

18. PROHIBITED INTEREST

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

19. EXHIBITS

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

20. ENTIRE AGREEMENT

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

21. AMENDMENT OF AGREEMENT

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

22. AUTHORITY TO EXECUTE THIS AGREEMENT

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

23. COUNTERPARTS

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

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

CITY OF AGOURA HILLS

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

Kimley-Horn and Associates, Inc.
660 South Figueroa Street, Suite 2050
Los Angeles, CA 90017
Sri Chakravarthy
213-261-4040
srikanth.chakravarth@kimley-horn.com

Signed by:
By: Matt Stewart
D89E579684C04B3
Name: Matthew Stewart
Title: Assistant Secretary
Signed by:
By: Sri Chakravarthy, PE 73629
FAD38E0EAA2646C
Name: Srikanth Chakravarth
Title: Senior Vice President

[Signatures of Two Corporate Officers Required]

EXHIBIT A

TASKS TO BE PERFORMED

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



Consultant Services to Assist in the Preparation of the Agoura Hills 7th Cycle Housing Element



SCOPE OF WORK

Scope of Work

The scope below covers the full 7th Cycle Housing Element and the tasks described in the RFP, organized into ten tasks with detailed subtasks and explicit deliverables so that responsibilities, procedures, and work products are clear and are not left to interpretation. Where a specific procedural commitment is stated, such as an advance-notice period, a number of review rounds, or a number of meetings, it defines the base scope. Assumptions and exclusions follow this section, and supplemental tasks are described separately and priced in the fee proposal.

Task 1: Project Management and Coordination

Kimley-Horn will provide continuous project management, schedule maintenance, budget monitoring, quality control, and coordination for the full term of the engagement, including coordination with the concurrent Agoura Road Specific Plan. **Bryant de la Torre, AICP** serves as project manager and the City's single point-of-contact. **Ines Galmiche, AICP** leads the technical workstreams, and **Sri Chakravarthy, PE, TE** provides independent principal-level QC/QA review of every major deliverable before it is transmitted to the City. This task assumes one consolidated round of City comments per deliverable within the review windows established in the project schedule.

1.1 Project Kickoff. An in-person kickoff meeting with City staff will be held within two (2) weeks of contract execution to confirm scope, schedule, roles and communication protocols, the data request, key City contacts, the review-and-comment process, and any legislative or regulatory changes since issuance of the RFP, and will confirm the interface and coordination expectations with the Agoura Road Specific Plan team.

Deliverables

Kickoff meeting agenda and minutes
Confirmed project schedule with all tasks, milestones, and start and finish dates
Data request memorandum identifying City-held data needed to commence work

1.2 Progress Meetings and Communication. Regular progress meetings with City staff will be held for the active project period, assumed monthly with additional check-ins at key milestones and during HCD review. Agendas will be circulated at least three (3) business days in advance and minutes within three business days afterward. The project schedule will be reviewed and updated at each meeting, with any schedule risks identified. The project manager is available to City staff between meetings by phone and email.

Deliverables

Meeting agendas and minutes for all progress meetings
Updated project schedule distributed at each meeting

1.3 Schedule, Budget, and Quality Management. Kimley-Horn will track schedule and budget continuously and provide monthly invoices with a narrative progress report on completed tasks, work in progress, milestones, and risks. Every major deliverable follows a three-stage QC/QA protocol: task-lead review against statute and the HCD Completeness Checklist, project manager review for completeness and consistency, and independent principal review by **Sri Chakravarthy, PE, TE**. This covers the Administrative, Public Review, and HCD Submittal Drafts, the sites inventory, all staff reports and resolutions, and the CEQA document.

Deliverables

Monthly invoices with narrative progress reports
Ongoing project management for the term of the engagement

1.4 Coordination with the Agoura Road Specific Plan. Kimley-Horn will maintain standing coordination with the Specific Plan consultant and City staff to reconcile corridor assumptions between the two efforts. This includes maintaining a shared parcel list for the corridor so capacity is counted once at reconciled densities, aligning the objective design standards and development standards applied to housing sites, and settling early in the project the CEQA relationship between the Housing Element and the Specific Plan so that environmental review is neither duplicated nor left with a gap. Coordination items will be tracked and confirmed in writing.

Deliverables

Corridor coordination log
Reconciled corridor sites and assumptions memorandum

Task 2: Specific Plan Sites Opportunity, Constraints, and Market Analysis

Kimley-Horn will perform an opportunity, constraints, and market analysis of the sites in the proposed Agoura Road Specific Plan area, early enough to inform the corridor's land use program and development standards and, because the Housing Element draws its corridor sites from the Specific





Consultant Services to Assist in the Preparation of the Agoura Hills 7th Cycle Housing Element



Plan, the sites inventory realistic-capacity assumptions. The full analysis is completed in-house. It informs, not prepares, the Specific Plan, which is the City's separate solicitation.

Opportunity analysis. For each Specific Plan property, we assess development potential, parcel size and configuration, ownership and any known development interest, and adaptive-reuse potential, with particular attention to converting underused office space to housing or mixed-use development.

Constraints analysis. We evaluate fire and evacuation exposure, including whether a site would evacuate onto Kanan Road, along with access, infrastructure, existing uses and leases, and environmental limits, so constraints are settled before capacity is claimed.

Market and feasibility analysis. We test what the corridor will actually build and what it will support: product type and demand, the community's height preference against the market's height preference, density-bonus stacking, and the economics of office-to-residential conversion. The findings translate into recommended development standards for the corridor, gathering spaces fronting Agoura Road with housing behind, heights, and intensities calibrated to what pencils.

The findings feed directly into the Specific Plan's land use intensities and development standards and, because the Housing Element's corridor sites are drawn from the Specific Plan, into the sites inventory's realistic-capacity assumptions. The task is coordinated with the Specific Plan effort throughout.

Deliverables

Opportunity and constraints analysis for all Specific Plan sites, including a parcel-level matrix and map
Market and feasibility analysis memorandum addressing demand, product type, achievable intensity and yield, and office-to-residential conversion economics, with recommended development standards for the corridor
Summary of findings supporting the Specific Plan's land use program and development standards, with the resulting inputs to the Housing Element sites inventory

Task 3: SCAG RHNA Monitoring, Methodology, and Appeal Analysis

Kimley-Horn monitors SCAG's 7th Cycle RHNA process from contract execution through final allocation. Because the 6th Cycle fire-hazard appeal was denied and HCD directed the City to sites outside the Very High Fire Hazard Severity Zone, the analysis addresses whether a second appeal is warranted and, either way, a sites strategy sized to the full allocation. We review the draft methodology against the five statutory objectives of Government Code § 65584(d), evaluate how the draft allocation was derived, and assess any defensible basis for appeal. The written analysis covers the methodology as applied to Agoura Hills, the draft and final allocation by income category (including the acutely low-income category at or below 15 percent of area median income, required for the first time under AB 3093 (2024)), comparison to the 6th Cycle figure of 318 units and the sites-inventory implications, and appeal considerations (what a valid appeal must show, the odds given HCD's posture on fire-constrained land, and the City's options and timeline). Formal appeal representation before the SCAG Appeals Board is supplemental.

Deliverables

Written analysis of the draft RHNA methodology, transmitted upon SCAG's release
Written analysis of the final allocation, including an income-category breakdown table, transmitted upon SCAG finalization
RHNA appeal considerations memorandum identifying the basis, probability of success, timeline, and tradeoffs

Task 4: 6th Cycle Program Status Review

Kimley-Horn will establish an accurate 7th Cycle baseline by auditing the City's 6th Cycle commitments and their implementation status, reviewing the 2035 General Plan for consistency considerations that affect capacity and program alignment, and completing a preliminary ProHousing readiness review. This task grounds every downstream analysis in what the City actually committed to and delivered, which is the starting point for the sites strategy and programs in Task 6.

4.1 6th Cycle Program Status Review. Kimley-Horn will evaluate every 6th Cycle program's implementation status, satisfying the past-performance evaluation under Government Code § 65588(a). Focus areas: the Affordable Housing Overlay (how many of the 20 overlay properties developed, the income mix produced, and whether the assumed lower-income capacity materialized), ADU commitments and production, AFFH actions and evidence of implementation, and any ongoing programs needing a status determination before carry-forward or modification.

Deliverables

6th Cycle program status matrix identifying each program, its status (complete, in progress, or not initiated), any corrective action, and whether it should be continued, modified, or replaced





Consultant Services to Assist in the Preparation of the Agoura Hills 7th Cycle Housing Element



Affordable Housing Overlay performance summary documenting produced income mix and remaining assumed capacity

4.2 ProHousing Readiness Assessment. Kimley-Horn will complete a preliminary ProHousing Designation readiness review, identifying which existing and proposed policies carry ProHousing scoring value across HCD's four policy categories and where gaps exist, so the City can decide which commitments to advance.

Deliverables

ProHousing readiness preliminary assessment (gap analysis and recommended program commitments)

Task 5: Community Engagement

Kimley-Horn will lead, document, and incorporate public participation, coordinated with the Agoura Road Specific Plan. Engagement is calibrated to a high-resource community and targets residents least likely to attend a weeknight hearing including lower-wage workers, seniors, people with disabilities, and renters. All materials are bilingual English and Spanish, with virtual participation at public meetings.

Per Housing Element Law and the HCD AFFH Guidance Memo (April 2021), the program must produce a fair housing outreach-capacity summary documenting engagement with all economic segments, including protected-class, lower-income, and special-needs populations.

5.1 Community Outreach Plan. Within 30 days of contract execution, Kimley-Horn will prepare a Community Outreach Plan documenting all engagement activities and schedule with a responsible party for each, targeted strategies for hard-to-reach and special-needs populations (seniors, persons with disabilities, lower-wage workers), and a stakeholder list covering community-based organizations, the area's regional center and independent living center, housing and homeless-services providers, and fair housing agencies. It also sets out methods for documenting engagement for HCD review and coordination with the Specific Plan outreach.

Deliverables

Community Outreach Plan, prepared within 30 days of contract execution

5.2 Online Survey and Digital Engagement (PublicCoordinate). Kimley-Horn will design and deploy a bilingual, mobile-optimized survey using survey tools that add no licensing expense to the City, distributed through City channels, partner organizations, a shareable link, and QR codes. Residents complete bilingual surveys across languages and devices, and the survey addresses housing needs, affordability, housing-type preferences, and community priorities, reaching residents who do not attend meetings. As an optional enhancement, the City may add PublicCoordinate, Kimley-Horn's interactive mapping platform, which lets residents drop location-specific comments on a project map and produces geotagged input that feeds the sites and fair housing analyses directly. PublicCoordinate carries a separate annual licensing cost and is provided at the City's option.

Deliverables

Bilingual, mobile-optimized online survey, with an optional PublicCoordinate interactive mapping presence

Results summary with response totals, key findings, geographic patterns where applicable, and an explanation of how results informed the analysis

5.3 Community Meetings (up to three [3]). Up to three (3) community meetings will be held outside business hours at accessible, transit-served venues where possible, in a format (in-person, virtual, or hybrid) set with City staff. Kimley-Horn facilitates in English and Spanish and prepares materials, and the City coordinates venue, AV, and advertising. Meeting 1 (early) introduces the process, preliminary needs, and early fair housing analysis, aligned with the Specific Plan visioning. Meeting 2 (mid-project) presents the draft corridor and infill sites strategy, input to date, and the draft goals and policies. Meeting 3 (pre-submittal) presents the Public Review Draft. Post-submittal meetings are optional but encouraged, and are supplemental.

Deliverables

Bilingual presentation materials and facilitation for all meetings

Meeting summaries documenting attendance, key themes, and fair housing concerns raised

5.4 Planning Commission and City Council Workshops. Up to one (1) Planning Commission study session and one (1) City Council study session will be held during element development, each structured for that body's role. The Commission session will cover process, preliminary needs and fair housing findings, and the sites implications of the RHNA. The Council session will cover policy choices and their tradeoffs, including any decision on overlay density and affordability. Draft presentations will be provided to City staff at least five (5) business days in advance. The City is responsible for scheduling, noticing, and agendizing.

Deliverables

Presentations for both study sessions

Summaries prepared within five business days of each session





Consultant Services to Assist in the Preparation of the Agoura Hills 7th Cycle Housing Element



Task 6: Housing Element Preparation

Kimley-Horn will prepare the 7th Cycle Housing Element in compliance with Government Code §§ 65580–65589.8, the HCD 7th Cycle Completeness Checklist, and HCD's current technical guidance, updating the Housing Needs Assessment, Housing Constraints Assessment, Housing Resources Assessment, Housing Plan, Affirmatively Furthering Fair Housing assessment, and Sites Inventory. Analyses will use HCD's or SCAG's pre-approved data package for Agoura Hills, the U.S. Census and the American Community Survey, California Department of Finance projections, and other state-required sources. Where local data supplements state sources, the basis will be documented. Drafting proceeds through the sequence defined in subtask 6.6.

6.1 Housing Needs Assessment. Kimley-Horn will prepare an updated needs analysis per Government Code § 65583(a) covering demographic and employment trends and projections, household characteristics, income distribution, housing stock and conditions, overcrowding, overpayment by income, special-needs populations, units at risk of conversion, energy-conservation opportunities, and projected need by income category, including the acutely low- and extremely low-income categories under AB 3093 (2024).

Deliverables

Housing Needs Assessment chapter for the Housing Element draft

6.2 Fair Housing and AFFH Assessment. Kimley-Horn will complete a fair housing and AFFH assessment per Government Code § 65583(c)(10) and the HCD AFFH Guidance Memo (April 2021), covering the four required components: integration and segregation, racially or ethnically concentrated areas of poverty and affluence mapped geographically, disparities in access to opportunity (including for persons with disabilities), and disproportionate housing needs and displacement risk. Given the City's near-uniform high resource tiers, it centers on access and integration and a sites strategy placing lower-income capacity in high-opportunity areas. Contributing factors are prioritized and linked through a matrix to at least one action each, with a responsible party, timeframe, and measurable outcome. Findings inform subtask 6.3.

Deliverables

AFFH assessment chapter, including the contributing-factors-and-actions matrix, for the Housing Element draft

6.3 Sites Inventory and RHNA Accommodation. Kimley-Horn will complete GIS-based parcel screening and realistic-capacity analysis per Government Code § 65583.2 and the HCD Sites Inventory Guidebook. Part A, site identification: utility availability, an AFFH consistency determination, income-category designation, and environmental and hazard screening, including against the 2025 CAL FIRE Fire Hazard Severity Zone maps. Part B, lower-income site analysis: a prior-cycle audit under AB 1397 for carried-over sites and the by-right requirements that apply. Part C, capacity analysis: assumptions calibrated to local trends and overlay performance, the 20 dwelling units per acre default density HCD accepted for the City in the 6th Cycle, and each adjustment factor documented. Part D, nonvacant-site analysis: existing use, development likelihood, and market and lease conditions, with site-by-site treatment where nonvacant sites carry more than half of the lower-income need. Part E: adequate-sites determination or a rezoning program. Corridor sites are reconciled with the Specific Plan so capacity is counted once at reconciled densities, and No Net Loss accounting under Government Code § 65863 maintains adequate capacity by income category throughout the cycle. Any shortfall drives candidate rezoning areas and a rezoning program in subtask 6.5, designed for AB 130 and SB 131 CEQA exemptions. The electronic inventory is in HCD-approved Excel format.

Deliverables

Parcel-level sites inventory table with all required data fields
GIS-based parcel map of all inventory sites
Electronic sites inventory in HCD-approved Excel format
Capacity methodology memorandum documenting assumptions and adjustment factors
No Net Loss accounting framework tracking capacity by income category

6.4 Constraints Analysis. Kimley-Horn will prepare a governmental constraints analysis per Government Code § 65583(a)(5) and (6): zoning and land use standards (uses, height, setbacks, parking, coverage), objective design standards and their effect on effective density, fees and exactions, permit procedures and timelines, building code and enforcement, and constraints on housing for persons with disabilities and on emergency shelters and transitional and supportive housing. Explicit treatment of wildfire, wildland-urban-interface, and evacuation constraints and of water and sewer capacity with the serving districts. Non-governmental constraints: land and construction costs, financing availability including for affordable housing, and infrastructure limits at specific sites. Fair housing constraints are analyzed separately and feed subtask 6.2.

Deliverables

Constraints Analysis chapter for the Housing Element draft

6.5 Goals, Policies, and Programs. Updated goals, policies, programs, and quantified objectives per Government Code § 65583(b) and (c), developed with City staff. Programs will address the full set of 7th Cycle requirements, including housing for acutely low-income and extremely low-income households under AB 3093, ADU promotion under current standards, No Net Loss monitoring, the AFFH actions from subtask 6.2, removal





Consultant Services to Assist in the Preparation of the Agoura Hills 7th Cycle Housing Element



of the governmental constraints identified in subtask 6.4, energy-conservation opportunities, water and sewer priority for lower-income developments, zoning for a range of housing types including emergency shelters and transitional and supportive housing, General Plan consistency, and preservation of at-risk units. Any rezoning program, including any adjustment to the Affordable Housing Overlay's density or affordability terms that the sites analysis shows is needed, will be written to determine eligibility for the AB 130/SB 131. Every program will specify the responsible City department, a concrete timeframe stated as a specific year or quarter, a funding source or strategy, and a quantified objective. During drafting, we will flag which commitments carry ProHousing scoring value so the City can decide what to advance.

Deliverables

Goals, Policies, and Programs chapter with a quantified-objectives table and the contributing factors and actions matrix

6.6 Document Preparation. Kimley-Horn will prepare the element in a defined sequence. The Administrative Draft is submitted to City staff for one (1) consolidated round of comments. The Public Review Draft incorporates City comments and is posted for the public review period, and Kimley-Horn will prepare a written summary of comments received with proposed responses. The HCD Submittal Draft incorporates the outreach documentation (Task 5), the public comment responses, the tribal consultation results (Task 8), and the CEQA determination (Task 7), and is submitted with a transmittal letter and the completed HCD Completeness Checklist. A revised draft responds to HCD comments (up to two [2] rounds under Task 10). The Adopted Housing Element is the final version for adoption and certification. Drafts will be provided in Microsoft Word, and final and submitted versions in both Microsoft Word and PDF, per RFP requirements.

Deliverables

Administrative Draft Housing Element
Public Review Draft Housing Element and public comment response summary
HCD Submittal Draft with transmittal letter and completed Completeness Checklist
Revised draft(s) responding to HCD comments (up to two [2] rounds)
Adopted Housing Element in Microsoft Word and PDF

Task 7: CEQA Compliance

Project Understanding

The City of Agoura Hills is proactively initiating steps required for its 7th Cycle Housing Element, which will require environmental review under the California Environmental Quality Act (CEQA) for its implementing actions, hereinafter referred to as "Project" or "proposed Project." Kimley-Horn understands that the City has determined that preparation of a Programmatic Environmental Impact Report (PEIR) will be required to evaluate the reasonably foreseeable environmental impacts associated with the proposed Project, including candidate housing sites, associated rezoning and General Plan amendments, and any other related implementing actions. Kimley-Horn will prepare a PEIR that can streamline later project-level housing approvals, while preserving the City's ability to tier from the PEIR, rely on addenda, use consistency analyses, or apply statutory or categorical exemptions where available. This key objective is particularly important in light of recent regulations (e.g., AB 130 and SB 131), which introduced significant CEQA and housing streamlining reforms, including a new statutory exemption for qualifying urban infill housing projects, a CEQA exemption for certain Housing Element rezonings, and a narrowed CEQA review pathway for housing projects that narrowly miss qualifying for an exemption.

Proposed CEQA Strategy

Kimley-Horn will prepare a PEIR to evaluate the project at a policy and programmatic level, while also organizing the analysis to support future streamlining for individual housing projects. The PEIR will be structured to:

Evaluate the full Housing Element program, including the sites inventory, potential rezoning, density changes, objective development standards, infrastructure and government facility needs, and reasonable buildout assumptions.

Consider/preserve CEQA tiering opportunities under State CEQA Guidelines Sections 15152, 15162, 15168, and 15183, where applicable.

Integrate AB 130 and SB 131 into the environmental review strategy, including:

- » Identifying candidate housing sites that may qualify for the new AB 130 urban infill housing exemption.
- » Identifying rezoning actions that may qualify for the new Housing Element rezoning exemption.
- » Identifying "near miss" housing projects that may qualify for narrowed CEQA review under SB 131.
- » Identifying candidate housing sites with potential disqualifying constraints, including natural and protected lands, wildfire hazard areas, biological resources, tribal cultural resources, hazardous materials conditions, flood hazards, or historic resources.

Create a clear post-EIR implementation framework so the City can determine, on a project-by-project basis, whether a future housing project may proceed through available exemptions/streamlined reviews (e.g., AB 130 statutory exemption, SB 131 narrowed CEQA review, Class 32 categorical exemption, State CEQA Guidelines Section 15183 consistency analysis).





Consultant Services to Assist in the Preparation of the Agoura Hills 7th Cycle Housing Element



Ultimately, the PEIR's scope and level of effort will be informed by the City's 7th Cycle RHNA allocation, the universe of candidate housing sites, the extent to which those sites may be eligible for CEQA exemptions or streamlining provisions under AB 130, SB 131, or other statutes in effect or subsequently adopted, and the infrastructure, public service, and government facility improvements necessary to support projected growth. Because these factors cannot yet be fully identified or evaluated, the Scope of Services presented herein is preliminary. Kimley-Horn assumes the scope, budget, and schedule will be refined at key project milestones, including completion of the housing sites inventory, environmental constraints screening, and determination of potential eligibility for statutory exemptions, tiering opportunities, or other streamlined CEQA pathways.

CEQA Scope of Services

This CEQA Scope assumes the following:

The PEIR will evaluate the Housing Element (i.e., up to 15 candidate housing sites) at a programmatic level and will not serve as project-level clearance for every future housing development. Changes to the CEQA strategy may require a budget augment.

The City will provide GIS and spatial data for candidate housing sites, including existing and proposed General Plan land use designations and zoning, City infrastructure and public facility mapping, citywide environmental constraints/resources, and other resource mapping relevant to environmental analysis. Kimley-Horn assumes this data will be adequate to support preliminary screening of candidate housing sites for potential environmental constraints and opportunities for CEQA streamlining.

Baseline conditions, Project Description, and approach (e.g., impact analysis assumptions) will not change once City issues the Notice to Proceed (NTP) with the PEIR. Project revisions/changes (e.g., change in inventory of candidate housing sites or in dwelling unit yields) requiring re-analysis (e.g., change in methodology, assumptions, etc.) are excluded and would require a budget augment.

The PEIR will proceed upon receipt of the City's confirmation that the sites inventory, AFFH analysis, housing programs, and policy framework are stable. It is assumed these will be based on SCAG's RHNA allocation for the City.

City will not request substantial new analysis that has not previously been prepared or considered in the "Administrative" deliverables cycle. Substantial changes to the Project Description or analysis required to address City comments will require a budget augment.

The City Attorney will provide legal review of AB 130/SB 131 applicability and eligibility and CEQA findings.

Future housing projects may still require supplemental analysis, addenda, consistency analyses, or exemption documentation.

A 12-month Schedule. If substantial delay occurs (90 calendar days or more), a budget augment may be required to accommodate additional Project management time and other costs.

Per deliverable and unless otherwise noted below, Kimley-Horn will:

- » Respond to one City review cycle (including City Attorney). Additional review cycles are excluded and would require a budget augment. City comments will be provided as one reconciled set in Word redline format.
- » Per review cycle, provide a "redline copy" that reflects the proposed edits and responds to comments and a "check copy" for approval prior to finalizing.
- » Provide to City in electronic format (Word/pdf).

7.1 CEQA Project Initiation

7.1.1 CEQA Project Kick-Off. Kimley-Horn will organize and facilitate a Kick-Off Meeting with the City to discuss the "CEQA Project" in greater detail. This initial meeting with the City is a key milestone, which is vital to the Project's success and CEQA compliance. The primary objectives will be to confirm the City's expectations and Project goals and develop/refine the Project Description and Environmental Schedule. The analysis parameters (e.g., approach, assumptions, etc.), scheduling, and overall communications protocol will also be established.

7.1.2 Data Collection and Review. Kimley-Horn will collect, compile, and review available background information and reference materials necessary to support preparation of the PEIR. This review will include, but not be limited to, the draft 7th Cycle Housing Element (i.e., housing sites inventory, AFFH analysis, and housing programs and policies), the Agoura Hills General Plan 2035 EIR, the environmental documentation prepared for the 6th Cycle Housing Element and Affordable Housing Overlay, and supporting technical studies, and applicable planning, environmental, and regulatory documents prepared by the City, State, federal, and other relevant agencies.

Kimley-Horn will evaluate the adequacy, completeness, and applicability of available data for environmental review purposes and will identify any information gaps, data limitations, or additional technical information needed to support the PEIR. Information collected under this task will provide the foundation for defining the project description, environmental setting, impact analysis methodology, and overall CEQA strategy for the Housing Element Update.

7.1.3 Project Description. Kimley-Horn will prepare a Project Description, which will detail the Project's location, environmental setting, background and history, characteristics, discretionary actions, goals and objectives, construction schedule and phasing, agreements, and required permits and approvals. The Project Description will provide the level of detail needed to evaluate the reasonably foreseeable consequences of





Consultant Services to Assist in the Preparation of the Agoura Hills 7th Cycle Housing Element



implementing the Project, while avoiding unnecessary overcommitment to site-specific development assumptions that may change over time. Kimley-Horn will prepare exhibits to depict the regional and local site vicinities, and key Project components.

Deliverables

City Data Needs List; Meeting Agenda, Minutes, and Action Items
CEQA Schedule
Draft and Final Project Descriptions

7.2 Tribal Cultural Communications. Kimley-Horn will provide SB 18 and AB 52 Native American communications assistance, as directed by the City. Kimley-Horn will contact the Native American Heritage Commission (NAHC) to request a Sacred Lands File (SLF) Search and an SB 18 list of Native American tribes and individuals to contact. Using the NAHC SB 18 list, Kimley-Horn will draft SB 18 letters and distribute them on behalf of the City. Using the City's California Native American AB 52 tribal contacts list, Kimley-Horn will draft AB 52 letters for City distribution. Noticing results will be incorporated into the PEIR. A request for consultation would require the City to enter a consultation process. Consultation is excluded from this scope but may be provided as an additional service through a mutually agreed-upon amendment.

Deliverables

SB 18 and AB 52 Consultation Letters
Tribal Correspondence PEIR Appendix

7.3 Technical Studies. Kimley-Horn will prepare the technical analyses necessary to support the PEIR. Because the PEIR will be programmatic, the technical analyses will be calibrated to the level of detail available for the Project and will identify when future project-specific analyses that may be required. As appropriate for each environmental topic, the analyses will identify the assumptions, thresholds, methodologies, mitigation measures, and significance determinations that may be used to support future CEQA streamlining and tiering. One Housing Element buildout scenario will be analyzed. Based upon representative residential developments in the City/nearby jurisdictions, appropriate screening thresholds will be determined to identify the scale of residential development project that can be presumed to result in a less than significant impact. The proposed technical analyses are listed below:

Air Quality: A quantitative analysis of the Project's potential impacts, which will be presented in a PEIR section and the modeling results presented in an Appendix.

Biological Resources: A sensitive species and habitat database search. No field surveys or site-specific conditions are included.

Cultural Resources: An analysis of a City-provided GIS layer of known historic resources.

Greenhouse Gas Emissions: A qualitative analysis of the Project's potential impacts based on the City's Climate Action and Adaptation Plan (Adopted April 27, 2022). The analysis will be presented in a PEIR section.

Noise & Vibration: A qualitative analysis of the Project's potential impacts, which will be presented in a PEIR section.

Transportation: A quantitative analysis of the Project's potential impacts, which will be presented in a PEIR section.

Wildfire: The PEIR will address fire hazard severity, evacuation route conditions, and Safety Element consistency using the City's adopted Safety Element, existing evacuation analysis, and CAL FIRE Fire Hazard Severity Zone mapping. That mapping also governs AB 130 site eligibility. The scope and budget for an update to the City's Evacuation Analysis, if needed, will be determined at a later date, based upon the locations and distribution of candidate housing sites.

Deliverables

Draft and Final Analyses/Studies

7.4 Notice of Preparation (NOP) & Checklist

7.4.1 Administrative NOP & Checklist. Kimley-Horn will prepare a Notice of Preparation (NOP) and Checklist that will be patterned after State CEQA Guidelines Appendix G. The NOP will describe the Project's location, environmental setting/baseline conditions, and characteristics. The main body will consist of an environmental checklist and the supporting environmental analyses. The significance criteria/threshold used to evaluate each question will be identified. The responses will consider the whole action involved with the Project: on- and off-site, Project- and cumulative-level, direct and indirect, and short-term construction and long-term operational impacts. Kimley-Horn will explain all responses and "No Impact" responses will be supported by cited information sources. Upon Checklist completion, a conference call will be scheduled to communicate to the City preliminary environmental review findings and critical path items/issues. In consultation with and as directed by the City, Kimley-Horn will proceed with finalizing the Checklist, initiating the CEQA compliance documentation through the NOP, and preparing the PEIR.

7.4.2 NOP & Checklist Completion. Kimley-Horn will respond to one reconciled set of City comments on the Administrative NOP and Checklist. Kimley-Horn will provide the City with a redline copy that reflects the proposed edits and responds to the City's comments. A check copy NOP and Checklist will be provided to the City for approval prior to finalizing/reproduction.





Consultant Services to Assist in the Preparation of the Agoura Hills 7th Cycle Housing Element



Deliverables

Administrative Draft #1
Check Copy
Final NOP and Checklist

7.5 Scoping Meeting. A Public Scoping Meeting will be scheduled during the NOP public review period to orient the community on CEQA's intent and review processes, and the environmental issues to be addressed in the PEIR. The Public Scoping Meeting will also enable the community to understand the Project and comment on environmental concerns. Kimley-Horn will provide graphics to supplement the discussion, as appropriate. Comment forms will be provided for this purpose, and the written comments, along with oral comments, will become a part of the Project record. The City will be responsible for meeting room and equipment rental costs.

Deliverables

Scoping meeting graphics and comment forms
Summary of scoping comments received

7.6 CEQA Notices. Kimley-Horn will prepare and distribute the PEIR CEQA Notices (i.e., Notice of Preparation (NOP), Notice of Completion (NOC), Notice of Availability (NOA), and Notice of Determination (NOD) (one filing is assumed)). The Notices will be distributed via certified mail to responsible, trustee, and interested agencies, community groups, and individuals, and filed with the County Clerk and SCH. This Scope excludes radius mailing, newspaper notices, and payment of CDFW fees.

Deliverables

Draft and Final Notices

7.7 Housing Sites CEQA Streamlining Chapter

7.7.1 Natural and Protected Lands Screening Matrix. Kimley-Horn will prepare a parcel-by-parcel focused screening matrix to identify resources/conditions that may affect AB 130/SB 131 eligibility, including habitat, conservation lands, wetlands, open space restrictions, wildfire hazard areas, and other environmentally constrained lands.

7.7.2 Housing Sites CEQA Streamlining Matrix. Kimley-Horn will prepare a parcel-by-parcel matrix identifying the likely future CEQA pathway for each candidate site. The preliminary categories are presented below.

AB 130 eligible

Potential SB 131 near miss

Potential Class 32 exemption

Potential 15183 consistency analysis

Requires project-level Initial Study

Likely requires focused EIR or supplemental review

Deliverables

Draft and Final Table and Matrix

7.8 Draft PEIR. Following a determination that the proposed Project could have a significant effect on the environment, and during the NOP public review period, Kimley-Horn will initiate PEIR preparation.

7.8.1 Administrative Draft PEIR. Kimley-Horn will prepare the Draft PEIR, which will consist of the following sections:

7.8.1.1 Executive Summary

7.8.1.2 Introduction and Purpose

7.8.1.3 Project Description

7.8.1.4 Basis for Cumulative Analysis. This Task assumes up to 8 hours, including for consultation with other jurisdictions, and preparation of letters and cumulative projects list.

7.8.1.5 Environmental Analysis. Building on the Checklist's findings, Kimley-Horn will conduct an analysis to evaluate the Project's potentially significant effects on the environment. The environmental analysis will be based upon readily available data, the Technical Analyses identified above, and results from additional research. The significance criteria/thresholds used to evaluate each issue will be identified and patterned after





Consultant Services to Assist in the Preparation of the Agoura Hills 7th Cycle Housing Element



State CEQA Guidelines Appendix G. The environmental analysis will consider all project phases, including planning, acquisition, development, and operation. The analysis will consider the whole action involved with the proposed Project: on- and off-site, project- and cumulative-level, direct and indirect, and short-term construction and long-term operational. The environmental analysis will identify and focus on the Project's significant environmental effects, as well as environmental issues raised during the scoping process (NOP responses, Public Scoping Meeting, and other relevant and valid informative sources). For each significant adverse impact, the environmental analysis will also identify applicable General Plan policies, Municipal Code standards, and feasible mitigation measures, which could avoid or reduce the impact. Preliminarily, the Project's key environmental considerations are:

- | | |
|--|--|
| <ul style="list-style-type: none"> ▪ Aesthetics ▪ Air Quality ▪ Biological Resources ▪ Cultural Resources ▪ Geology & Soils ▪ Greenhouse Gas Emissions ▪ Hazards & Hazardous Materials ▪ Hydrology & Water Quality | <ul style="list-style-type: none"> ▪ Land Use & Planning ▪ Noise & Vibration ▪ Population & Housing ▪ Public Services & Recreation ▪ Transportation ▪ Tribal Cultural Resources ▪ Utilities & Service Systems ▪ Wildfire |
|--|--|

The Checklist findings will be used to verify the environmental issues.

7.8.1.6 Other CEQA Considerations

7.8.1.7 Housing Sites CEQA Streamlining Chapter

7.8.1.8 Alternatives to the Proposed Action. Kimley-Horn will provide an analysis of a “reasonable range” of alternatives, comparing each alternative’s impacts in each environmental issue to the project. Kimley-Horn will analyze the No Project Alternative and up to two other Alternatives to be developed through the environmental analysis process in consultation with the City. Additional alternatives will require a Scope/Budget amendment. For each alternative, Kimley-Horn will qualitatively analyze the environmental issues outlined in Task 7.8.1.5 above.

7.8.1.9 Effects Found Not to be Significant

7.8.1.10 Organizations and Persons Consulted

7.8.1.11 Technical Appendices

Kimley-Horn will also prepare exhibits to enhance the written text and clarify the proposed Project’s environmental impacts, including the presence/absence of conditions and hazards to substantiate candidate sites’ eligibility for streamlining/exemptions. Our in-house graphic design team will create black and white or full-color exhibits, as well as outside covers and dividers for the PEIR and Technical Appendices. This Task assumes the City will provide high-resolution base maps.

7.8.3 Draft PEIR Completion. Kimley-Horn will respond to one reconciled set of City comments on the Administrative Draft PEIR. Kimley-Horn will provide the City with a redline copy that reflects the proposed edits and responds to the City’s comments. A check copy Draft PEIR will be provided to the City for approval prior to finalizing/reproduction.

Deliverables

Administrative Draft PEIR #1
Check Copy Draft PEIR
Draft PEIR

7.9 Final PEIR. Kimley-Horn will initiate preparation of the Final PEIR during the public review period.

7.9.1 Administrative Final PEIR. Kimley-Horn will prepare the Final PEIR, which will consist of the following sections:

7.9.1.1 Introduction

7.9.1.2 List of Commenting Persons, Organizations, and Public Agencies

7.9.1.3 Comment Letters

7.9.1.4 Responses to Comments. Kimley-Horn will respond to written comments received during the public review period and additional comments raised during public hearings concerning significant environmental issues. It is noted that the extent of public/agency comments that will result from the public review process is presently unknown. Kimley-Horn has budgeted up to 40 hours for completion of the Administrative Responses to Comments. Should the level of comments and responses exceed the assumed effort, services will be provided on a time and materials basis.





Consultant Services to Assist in the Preparation of the Agoura Hills 7th Cycle Housing Element



7.9.1.5 Errata to the Draft PEIR, if required.

7.9.1.6 Mitigation Monitoring and Reporting Program (MMRP). Kimley-Horn will prepare a MMRP to be defined through coordinating with the City to identify appropriate monitoring steps/procedures, to provide a basis for monitoring such measures during and upon project implementation. The MMRP Checklist will serve as the foundation of the proposed project's MMRP. The Checklist indicates the mitigation measure number, mitigation measure, monitoring milestone, method of verification (documentation, field checks, etc.), and a verification section for the initials of the verifying individual, date of verification, and pertinent remarks.

7.9.2 Final PEIR Completion

Kimley-Horn will respond to one reconciled set of City comments on the Administrative Final PEIR. Kimley-Horn will provide the City with a redline copy that reflects the proposed edits and responds to the City's comments. A check copy Final PEIR will be provided to the City for approval prior to finalizing/reproduction.

Deliverables

Administrative Final PEIR #1
Check Copy Final PEIR
Final PEIR

7.10 Project Management and Meetings/Hearings

7.10.1 Project Management

The Kimley-Horn Project Manager will be responsible for Project Management, including overall Team management and coordination, and ongoing consultation with the City. The Project Manager will undertake consultation and coordination of the Project and review the PEIR for CEQA compliance. The Project Manager will coordinate with all technical staff, consultants, and support staff, toward completion of the PEIR. This task assumes a Project duration of 12 months, which is anticipated to commence upon receipt of the City's confirmation that the sites inventory, AFFH analysis, housing programs, and policy framework are stable.

7.10.2 Meetings and Hearings

The Kimley-Horn Project Manager and one additional staff will attend the meetings/hearings and conference calls and represent the Team, as appropriate. This Task assumes up to 80 hours for meetings/calls, including preparation, attendance, and follow-up, as appropriate. Should the City determine that additional time beyond the assumed is required, services will be provided on a time and materials basis. The assumed meetings/hearings (virtual, unless otherwise noted) are as follows:

- 1 Project Kick-Off Meeting
- 1 Checklist Findings Conference Call
- 1 Scoping Meeting, In-Person
- 10 Progress Conference Calls
- 2 Public Hearings, In-Person

Deliverables

Meeting Agenda, Minutes, and Action Items (per meeting, as appropriate).

Task 8: Tribal Consultation (AB 52/SB 18)

Kimley-Horn supports the tribal consultation required under SB 18 (General Plan amendments) and AB 52 (CEQA), initiated within 30 days of contract execution to allow the mandatory windows. We prepare a draft Native American Heritage Commission letter requesting the tribal contact list and once provided, individual consultation letters to each identified tribe, all on City letterhead for City execution and mailing. If a tribe requests consultation, we assist City staff with process, materials, and documentation. Issues needing specialized analysis or a negotiated agreement may require additional scope. Outcomes are documented in a written consultation summary in the element's record and the CEQA document.

Deliverables

Draft Native American Heritage Commission letter for City execution
Draft consultation letters to identified tribes for City execution and mailing
Written consultation summary documenting responses, issues raised, and how they were addressed





Consultant Services to Assist in the Preparation of the Agoura Hills 7th Cycle Housing Element



Task 9: Staff Reports, Resolutions, Ordinances, and Public Hearings

Kimley-Horn will prepare all documents for Planning Commission and City Council consideration and adoption and present at and support the hearings. Documents will use current City templates and comply with noticing requirements and Housing Element Law, with one consolidated comment round per document and delivery at least 14 calendar days before each hearing. The base scope assumes one Planning Commission and one City Council adoption hearing. Additional hearings are supplemental.

Planning Commission documents will include a staff report (procedural background, compliance with state law, the fair housing analysis and program commitments, community input, recommended findings, and a recommended action) and a resolution with findings of General Plan consistency and Housing Element Law compliance. City Council documents will include a staff report in the same structure updated for Planning Commission action, an adopting resolution, and any implementing ordinance. At least two (2) Kimley-Horn staff will attend and present at each hearing, prepared on the element, sites inventory, fair housing analysis, programs, and CEQA determination.

Deliverables

Planning Commission staff report and resolution
City Council staff report, resolution, and any implementing ordinance
Presentations at both hearings in editable and PDF formats
All documents provided in Microsoft Word and PDF

Task 10: HCD Coordination and Certification Support

Kimley-Horn will serve as the City's liaison to HCD from pre-submittal through certification. We will initiate informal pre-submittal coordination with HCD within 60 days of contract execution to introduce the City's circumstances to the assigned analyst before formal submission. This does not substitute for formal review, but it reduces the risk of unexpected findings. Throughout the project, Kimley-Horn uses HCD's 7th Cycle Completeness Checklist as a live compliance-tracking tool, with every required item assigned to a specific task and subtask.

When HCD issues comments, Kimley-Horn will engage the assigned analyst directly, by phone and in writing, to clarify intent and explore resolutions before submitting formal written responses. Each response will state the finding, the revision made, and the specific location of the revision in the document, and any response that disputes a finding will cite the applicable statute, guideline, or prior HCD practice. Up to two (2) rounds of substantive HCD comment and response are included in the base scope. Following adoption, Kimley-Horn will prepare the final submittal package for HCD's compliance finding and maintain communication through issuance of the certification letter.

Deliverables

Pre-submittal coordination memorandum summarizing discussions and any alignment achieved
HCD transmittal letter and completed Completeness Checklist
Written HCD comment-response matrix for each review round (up to two [2])
Adopted Housing Element submitted for HCD certification

a) Service Management

Bryant de la Torre, AICP, as project manager, is accountable for schedule, budget, scope, and quality, and is the City's single point of contact. Management includes an in-person kickoff within two weeks of contract execution, regular progress meetings with City staff, monthly invoicing accompanied by a narrative progress report that identifies completed work, work in progress, upcoming milestones, and emerging risks, and a project risk register maintained throughout the engagement. Level of effort is tracked continuously against the task budget, and any scope change is identified in writing before work proceeds. Coordination with the Agoura Road Specific Plan consultant is a standing item, with shared assumptions on corridor capacity, densities, and CEQA reconciled as the work proceeds. A change of designated project manager on either the City's or Kimley-Horn's side requires prior written approval, consistent with the City's standard agreement.





Consultant Services to Assist in the Preparation of the Agoura Hills 7th Cycle Housing Element



b) Supplemental Tasks

Consistent with Section III.A.4.c of the RFP, the following supplemental tasks are available by written amendment to enhance the services or to respond to how the update evolves. Fees for supplemental tasks are established at the time of amendment, except where an indicative fee is shown in the fee proposal.

Preparation of the Agoura Road Specific Plan

RHNA appeal preparation and representation before the SCAG Appeals Board

Substantive Safety Element update addressing current wildfire, evacuation-route, and environmental justice requirements (Government Code § 65302(g) and (h), AB 747, SB 99, and SB 1000)

Other General Plan Element consistency updates

Objective Design Standards update and Agoura Road corridor rezoning implementation, coordinated with the Specific Plan

ProHousing Designation application preparation

Post-adoption implementation support (Annual Progress Reports, No Net Loss tracking, ongoing HCD correspondence)

PublicCoordinate interactive mapping platform for map-based public comment, available at an additional annual licensing cost

Standalone Initial Study/Mitigated Negative Declaration or EIR, if the CEQA pathway requires it

Additional HCD review rounds beyond two, additional public hearings, or translation beyond English and Spanish, on a time-and-materials basis

Assumptions and Exclusions

Kimley-Horn's scope and schedule are premised on the following City responsibilities. Material changes to these assumptions may affect scope, schedule, or fee.

City staff provide one consolidated set of comments on each major deliverable within the review windows in the project schedule. Iterative or uncoordinated comments may affect the timeline

The City coordinates meeting logistics (venue, audiovisual equipment, advertising, and scheduling) and sends all tribal consultation mailings following Kimley-Horn's preparation of draft letters

The City is responsible for all CEQA document filings with the State Clearinghouse and County, required newspaper noticing, radius mailings, other required local postings, and CDFW fees

The City provides base GIS, assessor parcel, existing land use, zoning, and building-permit data in a compatible format within three weeks of the project kickoff

SCAG finalizes the 7th Cycle RHNA on a schedule compatible with the project timeline. Significant regional delays are addressed collaboratively

A project-level EIR for the Agoura Road corridor, RHNA appeal representation, substantive amendments to other elements beyond internal consistency, corridor rezoning and Objective Design Standards, ProHousing application preparation, and post-adoption implementation are supplemental tasks

The base scope assumes up to two (2) HCD review rounds, up to one (1) Planning Commission and one City Council adoption hearing, up to three (3) community meetings, and materials in English and Spanish

Any change of designated project manager on either side requires prior written approval, consistent with the City's standard agreement



EXHIBIT B
PAYMENT RATES AND SCHEDULE

CITY OF AGOURA HILLS
7th Housing Cycle Element

Category/Title Billing Rate		Kimley-Horn and Associates, Inc.								TOTAL HOURS TOTAL COST	
		Sr. Professional III	Sr. Professional II	Sr. Professional I	Professional II	Professional I	Analyst III	Analyst I	Project Support		
		\$345	\$315	\$270	\$225	\$200	\$185	\$145	\$125		
Task 1	Project Management and Coordination	36	7	18	176		20	10	12	279	\$ 65,735
1.1	Project Kick-off	6	2	2	16					26	\$ 6,840
1.2	Progress Meetings and Communication	12	5	16	82		20			135	\$ 32,185
1.3	Schedule, Budget, and Quality Management	18			36			10	12	76	\$ 17,260
1.4	Coordination with the Agoura Road Specific Plan				42					42	\$ 9,450
Task 2	Specific Plan Sites Opportunity, Constraints, and Market Analysis		30		32	60				122	\$ 28,650
2.1	Specific Plan Sites Opportunity, Constraints, and Market Analysis		30		32	60				122	\$ 28,650
Task 3	SCAG RHNA Monitoring, Methodology, and Appeal Analysis				14					14	\$ 3,150
3.1	SCAG RHNA Monitoring, Methodology, and Appeal Analysis				14					14	\$ 3,150
Task 4	6th Cycle Program Status Review				6	10	6			22	\$ 4,460
4.1	6th Cycle Program Status Review				2	4	6			12	\$ 2,360
4.2	Prohousing Readiness Assessment				4	6				10	\$ 2,100
Task 5	Community Engagement			93	72	4	88			257	\$ 58,390
5.1	Community Outreach Plan			4	2					6	\$ 1,530
5.2	Online Survey and Digital Engagement			4		4	10			18	\$ 3,730
5.3	Community Meetings (3)			55	40		60			155	\$ 34,950
5.4	Planning Commission and City Council Workshops (2)			30	30		18			78	\$ 18,180
Task 6	Housing Element Preparation			26	96	81	195			398	\$ 80,895
6.1	Housing Needs Assessment				8	8	34			50	\$ 9,690
6.2	Fair Housing and AFFH Assessment			4	10	18	36			68	\$ 13,590
6.3	Sites Inventory and RHNA Accommodation			6	30	32	40			108	\$ 22,170
6.4	Constraints Analysis			4	14		56			74	\$ 14,590
6.5	Goals, Policies, and Programs			6	26	15	15			62	\$ 13,245
6.6	Document Preparation			6	8	8	14			36	\$ 7,610
Task 7	CEQA Compliance	206	7	74	7	445	590	41	8	1,378	\$ 299,925
7.1	CEQA Project Initiation										
7.1.1	CEQA Project Kick-Off	3				8				11	\$ 2,635
7.1.2	Data Collection & Review	2				5	7			14	\$ 2,985
7.1.3	Project Description					18	8			26	\$ 5,080
7.2	Tribal Cultural Communications	1				2	8			11	\$ 2,225
7.3	Technical Studies										
	Air Quality	5		29		66				100	\$ 22,755
	CNDDDB/CNPS/IPaC Desktop Bio Constraints Review	1				8			1	10	\$ 2,070
	Cultural Resources	1				3	8			12	\$ 2,425
	Energy	2		6			26		1	35	\$ 7,245
	GHG Emissions	3		7			41		1	52	\$ 10,635
	Noise and Vibration	6		11			74		1	92	\$ 18,855
	Trip Generation and Distribution Memo	3	7				16			26	\$ 6,200
	Vehicle Miles Traveled Analysis	6		15	7		38			66	\$ 14,725
7.4	Notice of Preparation & Checklist										
7.4.1	Administrative NOP & Checklist	4				8	18			30	\$ 6,310
7.4.2	NOP and Checklist Completion	2				4	9		4	19	\$ 3,655
7.5	Scoping Meeting	9				9	14			32	\$ 7,495
7.6	CEQA Notices	2				5	9			16	\$ 3,355

CITY OF AGOURA HILLS
7th Housing Cycle Element

		Kimley-Horn and Associates, Inc.									
		Sr. Professional III	Sr. Professional II	Sr. Professional I	Professional II	Professional I	Analyst III	Analyst I	Project Support		
Category/Title										TOTAL HOURS	TOTAL COST
Billing Rate		\$345	\$315	\$270	\$225	\$200	\$185	\$145	\$125		
7.7	Housing Sites CEQA Streamlining Chapter										
7.7.1	Natural and Protected Lands Screening Matrix	5				5	9			19	\$ 4,390
7.7.2	Housing Sites CEQA Streamlining Matrix	5				10	15			30	\$ 6,500
7.8	Draft PEIR										
7.8.1	Administrative Draft PEIR	57				162	165	19		403	\$ 85,345
7.8.2	Draft PEIR Completion	28				78	81	10		197	\$ 41,695
7.9	Final PEIR										
7.9.1	Administrative Final PEIR	4		4		13	29			50	\$ 10,425
7.9.2	Final PEIR Completion	3		2		5	15			25	\$ 5,350
7.10	PEIR Project Management and Meetings/Hearings										
7.10.1	Project Management	18				12		12		42	\$ 10,350
7.10.2	PEIR Meetings and Hearings	36				24				60	\$ 17,220
Task 8	Tribal Consultation (SB 18 / AB 52) - See Task 7.2										\$ -
Task 9	Staff Reports, Resolutions, Ordinances, and Public Hearings	4			42	18	12			76	\$ 16,650
9.1	PC and CC staff reports (2) and resolutions/ordinances (2) / Presentations at each meeting (2)	4			42	18	12			76	\$ 16,650
Task 10	HCD Coordination and Certification Support	6		4	30	22	22			84	\$ 18,370
10.1	HCD Pre-Submittal Coordination / HCD First-Round Comment Response / 2nd Round Responses	6		4	30	22	22			84	\$ 18,370
	TOTAL HOURS	252	44	215	475	640	933	51	20	2,630	
	Subtotal Labor:	\$86,940	\$13,860	\$58,050	\$106,875	\$128,000	\$172,605	\$7,395	\$2,500		\$ 576,225
	Other Direct Costs										\$ 36,247
	Escalation										\$ 24,997
	External Expenses										\$ 10,500
	CoStar Data Purchase										\$ 750
	TOTAL COST:										\$ 612,472

Note: The cost shown herein represents an estimate based on the anticipated scope of work, level of effort, and assumed labor categories and rates. The labor categories shown are for estimating purposes only. The categories and rates presented are not intended to represent all personnel or billing rates, and actual staff and billing rates may vary from those shown. All work will be performed in accordance with the contract terms and will not exceed the agreed upon not-to-exceed amount.

	Optional Tasks
Task 5	Community Engagement
5.2	Kimley-Horn Proprietary Software (PublicCoordinate) - Annual fee of \$3000/year



REPORT TO CITY COUNCIL

DATE: AUGUST 26, 2026

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: NATHAN HAMBURGER, CITY MANAGER

BY: JOSHUA KECK, ENGINEERING AIDE II
CHARMAINE YAMBAO, DIRECTOR OF PUBLIC WORKS / CITY ENGINEER

SUBJECT: APPROVE AGREEMENT FOR DESIGN PROFESSIONAL CONSULTANT SERVICES, WITH KIMLEY-HORN AND ASSOCIATES, INC., FOR THE BICYCLE MASTER PLAN IMPLEMENTATION PROJECT - REYES ADOBE ROAD CLASS II BIKE LANE GAP CLOSURE

On July 7, 2026, the City initiated the solicitation process for design engineering services for the Bicycle Master Plan Implementation Project – Reyes Adobe Road Class II Bike Lane Gap Closure. The requested services include, but are not limited to, the following:

- Project management, coordination, and public outreach
- Assessment of existing conditions and project development
- Agency coordination and permitting
- Preliminary engineering and design
- Final design, preparation of plans, specifications, and estimates (PS&E), and bid support
- Grant administration support

On July 31, 2026, the City received proposals from four (4) firms: AYCE Consulting Engineers, Inc.; BKF Engineers; Kimley-Horn and Associates, Inc.; and Sikand Engineering Associates.

A selection committee comprised of City staff reviewed and evaluated each proposal based on the following criteria:

- Responsiveness to the terms, conditions, and requirements of the solicitation.
- Presentation, completeness, and thoroughness of the proposal.
- Understanding of the scope of work and services to be performed.
- Innovative design alternatives consistent with Caltrans and City standards.
- Qualifications and experience of key personnel.
- The firm's relevant experience and proposed approach to similar work.

Following its evaluation, the selection committee unanimously determined that Kimley-Horn and Associates, Inc. (Kimley-Horn) was the most qualified firm and best suited to provide the requested services.

Kimley-Horn has served as an engineering consultant to the City since 2007, consistently delivering high-quality work products and providing exceptional technical expertise and guidance on engineering-related issues. In addition, they have successfully supported the delivery of numerous capital improvement projects, including the Agoura Road Widening Project, Kanan/Agoura Ultimate Intersection Project, and Reyes Adobe Road High-Intensity Activated Crosswalk (HAWK) Signal Project. The firm has also provided transportation planning and traffic operations services, including preparation of the recently approved Bicycle Master Plan and Traffic Impact Study Guidelines, as well as the 2025 Transportation Impact Fee (TIF) Program Update.

The proposed agreement contains a not-to-exceed amount of \$244,679.05 for the term commencing August 26, 2026, and ending July 31, 2028. A detailed Scope of Services is provided in Exhibit A to the attached agreement.

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

FISCAL IMPACT

The project's design budget includes \$280,000 of funding awarded to the City through the Fiscal Year 2024 Community Project Funding Grant, which is administered by the U.S. Department of Housing and Urban Development (HUD). Funds are appropriated in account 260-4505-6305.

RECOMMENDATION

Staff respectfully recommends the City Council approve an Agreement for Design Professional Consultant Services, with Kimley-Horn and Associates, Inc., for the Bicycle Master Plan Implementation Project – Reyes Adobe Road Class II Bike Lane Gap Closure.

Attachments

[Kimley-Horn Design Engineering Services Agreement for Reyes Adobe Class II Gap Closure Project.pdf](#)

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

NAME OF CONSULTANT:	Kimley-Horn and Associates, Inc.
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Attn: Sri Chakravarthy
CONSULTANT'S ADDRESS:	25152 Springfield Ct., Suite 200 Santa Clarita, CA 91355
CITY'S ADDRESS:	City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attn: City Manager
PREPARED BY:	Joshua Keck
COMMENCEMENT DATE:	August 26, 2026
TERMINATION DATE:	July 31, 2028
CONSIDERATION:	Contract Price Not to Exceed: \$244,679.05

**AGREEMENT FOR DESIGN PROFESSIONAL
CONSULTANT SERVICES BETWEEN THE CITY OF
AGOURA HILLS AND KIMLEY-HORN AND ASSOCIATES,
INC.**

THIS AGREEMENT is made and effective as of August 26, 2026, between the City of Agoura Hills, a municipal corporation ("City") and Kimley-Horn and Associates, Inc. ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on August 26, 2026, and shall remain and continue in effect until tasks described herein are completed, but in no event later than July 31, 2028, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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 Forty-Four Thousand, Six Hundred Seventy-Nine Dollars and Five Cents (\$244,679.05) ("Contract Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

B. 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.

C. 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.

D. 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. In no event shall the cost to defend charged to the design professional exceed the design professional’s proportionate percentage of fault.

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:	Kimley-Horn and Associates, Inc. 25152 Springfield Ct., Suite 200 Santa Clarita, CA 91355 Attention: Sri Chakravarthy
----------------	--

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

Kimley-Horn and Associates, Inc.
25152 Springfield Ct., Suite 200
Santa Clarita, CA 91355
Sri Chakravarthy
661-347-5627
srikanth.chakravarth@kimley-horn.com

By: 
Name: Sri Chakravarthy
Title: Senior Vice President, PE 73629

By: 
Name: Matt Stewart
Title: Associate, PE 90465

[Signatures of Two Corporate Officers Required]

EXHIBIT A

TASKS TO BE PERFORMED

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

Scope of Work

Task 1: Project Management, Coordination, and Public Outreach

Kimley-Horn will provide project management for each task detailed in this scope of services, which is assumed to be 10 months from notice to proceed (NTP) to the completion of the scope of work. Management activities will consist of attending meetings, creating and updating the project schedule, budget tracking, coordination with the City and third-party agencies, developing and maintaining project information, QC/QA, and project administration.

Task 1.1 Project Administration

Kimley-Horn will maintain project files throughout the project's duration. We will prepare progress reports and billing statements following the end of each month. Our team will track and report project expenditures for each major task element. This task includes assistance with project correspondence, billings, submittals, and QC/QA.

Deliverables:

Monthly invoices with progress reports

Task 1.2 Project Meetings

Kimley-Horn will schedule a kick-off meeting upon NTP to review the project scope, schedule, budget, and work plan. In addition to the kick-off meeting, we will participate in up to two 1-hour progress in-person (or virtual) meetings between Kimley-Horn, the City, and applicable stakeholders to coordinate project status and activities, and review the schedule. Early in the project, we will initiate coordination with Caltrans District 7 to confirm project requirements and identify any documentation necessary for approval.

Our team will participate in up to 12 conference calls with the City and communicate through emails and phone calls throughout the project's duration. We will also attend and present project updates at the following public meetings:

Meetings

- Public Works Subcommittee Meeting (1)
- Planning Commission Meeting (1)
- City Council Meeting (1)

Kimley-Horn is ready to attend and present at a minimum of five meetings.

Deliverables:

Kickoff Meeting
Meeting Agendas
Meeting Minutes
Presentation Materials

Task 1.3 Project Schedule

Kimley-Horn will prepare a critical path method (CPM) schedule. We will prepare an initial schedule within the first two weeks following the NTP issuance. The schedule will include tasks, project milestone dates, and agency review periods for project submittals. Our team will update the schedule monthly, or as required, to reflect changes and progress on major milestones throughout the project's duration.

Deliverables:

Project schedule and updates

Task 2: Existing Conditions Assessment/Data Collection and Project Development

Task 2.1: Project Development

Kimley-Horn will conduct a field exploration to evaluate the existing conditions and assess field conditions against utility research. We will analyze and document existing conditions along the corridor by capturing still photographs and creating a matrix as well as a corridor markup exhibit based on the survey, if completed, or using readily available aerial imagery to document existing conditions, street, and right-of-way widths and conditions, overhead and underground utilities, bus facilities, and other existing elements, opportunities, and constraints.

Our team will collect existing as-built plans, utility plans, documents, collision data, existing traffic and design studies, right-of-way, environmental, and other information pertinent to this proposed project. We will collect the existing Caltrans and City as-built plans as well as utility plans from utility companies and perform field investigation of the project site.

Task 2.2: Utility Coordination

Kimley-Horn will research existing utility infrastructure, both above and below ground, and maintain a log identifying responsible parties. We will research franchise utilities, Prior Rights, and lead utility coordination with the City and/or third-party utility companies. Our team will complete the following as part of this project:

Document known utilities in the project vicinity including the quality and reliability of the data, and the potential effects the project may have on them. These items will be documented in a utility conflict matrix.

Provide recommendations for utility investigations if determined necessary

Prepare a utility deposit drawing or file with appropriate supporting documents. The drawing may be a utility plan sheet if determined necessary for inclusion on the plan set.

We will complete a records search and coordinate with the City to identify utility agencies that should be contacted given the project area. We will prepare "A" letters to request as-built information for the project area and any future projects that are identified from utility agencies. Pertinent utility information will be incorporated into the topographic base mapping as necessary. Our team will verify that utility information is accurately reflected in the base mapping and incorporate additional information from utility requests into the project base mapping. Caltrans will require a Utility Certification that includes the records from this utility process.

Conflict letters ("B" letters) will be sent out to the appropriate utility agencies to reflect the proposed improvements and assess the locations of their facilities as incorporated into the base mapping for potential conflicts. Potential conflicts will be identified, and the team will work to resolve conflicts prior to final design. Once the final design is complete, notice to relocate letters ("C" letters), if necessary, will be sent out to the appropriate utility agencies after final design is approved. A Utility Matrix will be created to track correspondence, coordination with the various utility owners, and the ultimate disposition of each utility within the project limits.

Deliverables:

Utility "A," "B," and "C" letters
 Utility Log Matrix (Excel format)
 Utility Certifications

Task 2.3: Topographic Survey

Our team will provide topographic survey to be used as a basemap and will incorporate existing utility information into the basemap for the project. The survey work will include topographic survey base maps for the four intersections and the median south of the U.S. 101 ramps. The topographic survey will include pavement, curbs, drives, walks, fences, walls, planters, visible surface utilities, and topographic features including tops, toes, flow lines, and grade breaks. The field survey will also identify right-of-way limits.

Deliverables:

Topographic Survey
 Preparation of Base Mapping

Task 2.4: Existing Conditions Technical Memorandum

We will prepare an Existing Conditions Technical Memorandum documenting the results of the data collection efforts, field investigations, and corridor evaluation. The memorandum will summarize existing roadway geometry, traffic signal infrastructure (including mast arms, signal poles, and vehicle detection), bicycle and pedestrian facilities, ADA deficiencies, right-of-way constraints, utility considerations, and other opportunities and constraints that may influence project development. The memorandum will establish the basis for evaluating conceptual improvement alternatives and advancing the preferred alternative into preliminary engineering.

Deliverables:

Existing Conditions Technical Memorandum
 Existing Conditions Exhibit

Task 2.5: Conceptual Plans

Based on the findings from **Task 2.4**, Kimley-Horn will develop conceptual improvement alternatives for Reyes Adobe Road between Agoura Road and Passageway Place. The alternatives will evaluate lane configurations, Class II bicycle lanes, roadway resurfacing, median modifications, ADA curb ramp improvements, traffic signal modifications, and other improvements necessary to accommodate the proposed bicycle facilities.

We will prepare up to two conceptual plan alternatives for City review. The conceptual plans will show proposed striping, median modifications, curb ramp improvements, traffic signal modifications (including signal poles, mast arms, APS, vehicle detection, bicycle detection), and utility conflicts. The preferred concept will be refined based on City comments and advanced into preliminary engineering.

During the conceptual plan phase, we will review whether any non-standard design features would move the project from the encroachment permit process to the Caltrans Design Standard Decision Document (DSDD) process.

Deliverables:

Up to two Conceptual Plan Alternatives

Task 3: Caltrans/Agency Coordination and Permitting

Our team will prepare a Caltrans Encroachment Permit Application for design plan submittal. Because the estimated construction costs are anticipated to be less than \$1 million and the project is not considered complex, we anticipate that project approvals from Caltrans will be through the Encroachment Permit process. In addition to the design plans, the Standard Caltrans Encroachment Permit Application will be prepared for review and approval by Caltrans. We will complete the Standard Encroachment Permit Application, which will include the TR-0100 Encroachment Application form and the following items:

Utility Certification: Kimley-Horn will prepare a Utility Certification that includes the records from the utility process.

Design Support Decision Document (DSDD): Our team will prepare a DSDD to document the existing non-standard features such as shoulder widths, lane widths, median widths, or other features. The proposed striping improvements will maintain all existing features and lane widths. We will prepare a draft DSDD and address one set of consolidated comments prior to finalizing the draft document. The draft DSDD will be submitted with the Encroachment Permit.

Plans and Estimate: We will prepare final plans and estimate, as described in **Tasks 5.1** and **5.2**, for each location. At 100%, the final plans will be submitted to Caltrans as part of the Encroachment Permit. We assume up to two rounds of Caltrans comments.

Deliverables:

Caltrans Encroachment Permit Application
Utility certification
DSDD
Plans and Estimate

Task 4: Preliminary Engineering and Design (90%)

Kimley-Horn will advance the City-approved conceptual plan into a 90% design package for review by the City and Caltrans. The design will incorporate comments received during concept development and continue refinement of the roadway, bicycle, pedestrian, ADA, signing and striping, and traffic signal improvements. Plans will be prepared in AutoCAD using English units and Caltrans drafting standards. It is assumed that a single plan set will be prepared on City plan sheet borders for both City and Caltrans review, streamlining the review and approval process.

The design package is anticipated to include the following plan sheets:

Title Sheet (1 sheet)
General Notes (1 Sheet)
Survey Control Plan (2 Sheets) at 1"=40'
Demolition and Utility Relocation Plans (up to 2 Sheets) at 1"=40'
Street Plans and Profiles (up to 2 Sheets) at 1"=40'
Signing and Striping (up to 2 Sheets) at 1"=40'
Traffic Signal (up to 4 Sheets) at 1"=20'
Curb Ramp Design (up to 2 Sheets) at 1"=10'

We will also prepare the 90% Opinion of Probable Construction Cost (OPCC) based upon the preliminary opinion of probable construction cost estimate. Kimley-Horn will submit the set of plans, technical specifications, and cost estimate to the City and Caltrans for review in PDF format at 90%.

Deliverables:

90% Design Plans (up to 16 Sheets)
90% OPCC

Task 5: Final PS&E and Bid Support

Our team will resolve all City, Caltrans, and interdisciplinary review comments before issuing a complete, bid-ready 100% PS&E package. Final plans will be internally consistent across roadway and traffic improvements, with quantities, specifications, and the engineer's estimate aligned to reduce bidding ambiguity and construction change orders. The final submittal will include signed and sealed plans, City-standard specifications, the final estimate, AutoCAD and PDF files, survey control data, utility research records and correspondence, and the final utility coordination log. Before delivery, we will complete a final constructability and coordination review to confirm that agency requirements, permit conditions, utility commitments, and project-specific details are fully incorporated.

Task 5.1: 100% PS&E Submittal

Kimley-Horn will submit the set of plans, technical specifications, and cost estimate for review in PDF format at 100% based upon comments received from the City on the 90% Design Submittal.

Deliverables:

100% Design Plans (up to 16 Sheets), Technical Specifications, and OPCC
90% comment-response matrix in PDF format

Task 5.2: Final Submittal

We will submit the set of final plans, technical specifications, and cost estimate for review in PDF format based upon comments received from the City on the 100% Design Submittal.

Deliverables:

Final Design Plans (up to 16 Sheets), Technical Specifications, and OPCC
100% comment-response matrix in PDF format

Task 5.3: Bid Support

Our team will respond to up to six (6) requests for information (RFIs) throughout the bidding process and prepare bid agenda.

Task 6: Grant Administration Support

Kimley-Horn, in coordination with **Avant-Garde Inc.**, will support the City with grant administration activities throughout project delivery. Our team will assist with maintaining compliance with applicable HUD and 2 CFR Part 200 requirements, prepare and coordinate documentation to support grant reporting and reimbursement requests, monitor project milestones and funding requirements, and coordinate with City staff as needed to facilitate successful grant administration. We will provide grant administration support for the project duration, which is assumed to be up to 12 months during the design phase and for up to 6 months during the construction phase. This task assumes up to 60 hours of effort.

EXHIBIT B
PAYMENT RATES AND SCHEDULE



REPORT TO CITY COUNCIL

DATE: AUGUST 26, 2026

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: NATHAN HAMBURGER, CITY MANAGER

BY: DIEGO IBANEZ, DIRECTOR OF FINANCE

SUBJECT: DISCUSSION REGARDING A PRESENTATION BY KING CAPITAL ADVISORS TO ASSIST THE CITY OF AGOURA HILLS WITH INVESTMENT MANAGEMENT OF FUNDS IN ACCORDANCE WITH THE CITY'S ANNUAL INVESTMENT POLICY AND CALIFORNIA CODE SECTION 53600 AND IN PARTNERSHIP WITH CAMBRIDGE INVESTMENT RESEARCH INC., A BROKER DEALER FOR MANAGING INVESTMENTS AND EXECUTING INVESTMENT TRANSACTIONS

In previous years, City staff was asked by Councilmembers about the use of investment management agencies such as the California Asset Management Program (CAMP), Cooperative Liquid Asset Security System (CLASS), or any other agency to assist with the management of City funds. The City currently invests funds in the Local Agency Investment Fund (LAIF). Staff met with financial agencies and after reviewing multiple candidates, asked King Capital (KC) to present a sample investment portfolio and how it could benefit the City.

On July 7, 2026, the Finance Subcommittee received a presentation from Mark Edelman, Executive Vice President of King Capital Advisors. Mark presented a hypothetical investment portfolio, costs associated with portfolio management, and possible investment returns given the City's strict investment policy. Mark explained the investment, transaction, and approval process as well as how in partnership with Cambridge Investment Research Inc., (CIRI), a broker-dealer, an effective portfolio would be executed.

Currently, the City of Agoura Hills invests public funds in accordance with California Government Code Sections 53600 et seq. and the City's adopted Investment Policy, with the objectives of safety, liquidity, and yield. The City of Agoura Hills uses investment services through the Local Agency Investment Fund (LAIF), a specialized, voluntary investment program in California that allows local agencies to pool their funds and participate in the state's massive investment portfolio. It is managed by the California State Treasurer's Office, City Staff has no input into LAIF's investment decisions. During the FY 2025-26, the City maintained an average of \$30M in the LAIF account and received approximately \$412,220 in investment income.

Using the services of KC/CIRI, City Staff would develop a portfolio that is diversified, consistent with safety risk and flexible depending on the outlook of the economy, as well as time receipt of funds to maximize investment and any unforeseen cash flow needs. Staff would budget these proceeds, for cash flow needs late in the fiscal year, an emergency fund in case of disaster assistance, and would be able to forecast revenues for this investment portfolio. For transparency, the additional funds received would be booked into a new revenue line in the General Fund; and City Staff would require KC to provide monthly reports, quarterly presentations to City Council, and continued adherence to the investment policy.

Along with the services of KC, the City would need to open an account with CIRI. CIRI is a registered broker-dealer and member of the Financial Industry Regulatory Authority (FINRA) that provides brokerage services for government accounts. FINRA is a not-for-profit self-regulatory organization that is subject to oversight by Congress and the Securities and Exchange Commission (SEC). It works to protect investors by overseeing the broker-dealer industry and ensuring that brokers are fair and truthful in their operations. FINRA regulates trading in equities, corporate bonds, securities futures, and options. In addition, it monitors over 624,000 brokers nationwide and analyzes billions of market events daily.

Establishing a government entity brokerage account with KCA/CIRI will allow the City to efficiently purchase and hold eligible securities while maintaining third-party custody and strong internal controls. The proposed account will be structured as a non-advisory account, with all investment decisions remaining under the authority of the City and its authorized personnel. KCA/CIRI will not have discretionary authority over City funds.

Account Structure and Use

The account will primarily be used for the purchase of securities permitted under the City's Investment Policy and the California Government Code Sections 53600 et seq.

Authorization and Governance

In order to open and maintain the account, CIRI requires account information pertaining to opening the account and identifying the authorized signers for the account. Finance Staff recommends a professional service agreement governing authorized signers' information. The account will designate the City officials authorized to:

- Open and maintain the investment account
- Execute account documents
- Provide instructions for transactions consistent with City policy

These authorizations are consistent with standard municipal investment governance practices and ensure compliance with CIRI regulatory requirements.

Risk Management and Controls

The City will retain full ownership and control of all funds held in the account. CIRI will act as a broker-dealer executing transactions as directed, with Cambridge Investment Research Inc. serving as the brokerage platform. Funds will remain subject to:

- Third-party custody
- Monthly statements and reporting
- Oversight by the Finance Department
- Review by the City's independent auditors

This structure preserves appropriate segregation of duties and minimizes operational and financial risk.

King Capital staff acknowledges the requirements of the City and has provided an Investment Policy Certification; it is attached to the this staff report along with the audited financial statements ending December 31, 2025 for Cambridge Investment Research Inc.

FISCAL IMPACT

There is no direct fiscal impact associated with establishing the KCA/CIRI account to the City Council approved FY 2026-27 budget. No advisory or transaction fees will be charged by KCA/CIRI, as the account will be non-discretionary and brokerage-only.

Monies to fund the account would be transferred from the City's LAIF account in an amount that the City Council would deem sufficient to begin the relationship; the Finance Subcommittee recommended between \$1M - \$1.5M as preliminary investment; returns received from this KCA/CIRI account would be received into the City's General Fund and adjusted at Mid-Year.

RECOMMENDATION

Staff respectfully recommends that City Council review and provide direction to the City Manager in regard to creating an agreement with King Capital and if supportive of establishing a broker dealer account with Cambridge Investment Research Inc. to assist with managing the City of Agoura Hills' funds in accordance with the annually established and approved Investment Policy, provide authority to the City Manager to sign the agreement(s) necessary.

Attachments

[City of Agoura Hills Presentation August 26.pdf](#)

[Investment Policy Certification.pdf](#)

[CIRI FINANCIALS 2025.pdf](#)

FIXED INCOME PORTFOLIO MANAGEMENT

Investment Presentation

PREPARED FOR



August 2026

KING CAPITAL ADVISORS

Cambridge Investment Research, Inc.

Mark Edelman
Executive Vice President

Registered Representative | FINRA/SIPC

About King Capital Advisors

KING CAPITAL ADVISORS

Cambridge Investment Research

Specialized fixed income expertise backed by an industry-leading broker-dealer



KING CAPITAL ADVISORS

Fixed Income Specialists for Public Agencies

- Specialists in the fixed income marketplace for public agencies, cities, counties, and special districts throughout California
- Deep expertise in California Government Code Section 53601 — the legal framework governing all public fund investments
- Broad access to fixed income product inventory and markets through Cambridge Investment Research
- Tailored portfolio construction fully aligned with each client's Investment Policy Statement
- Long-term partnership model — we become a trusted extension of your finance team



CAMBRIDGE INVESTMENT RESEARCH

Broker-Dealer | FINRA/SIPC Member | Est. 1981

- Founded in 1981 — over 45 years serving independent financial advisors across the country
- Named Broker-Dealer of the Year by Investment Advisor magazine 13 times
- Full-service broker-dealer offering comprehensive investment solutions and technology
- Core values: Integrity, Commitment, Flexibility, and Kindness
- Robust compliance infrastructure, back-office support, and portfolio reporting capabilities

¹ Cambridge and its predecessor broker-dealer.

² Investment Advisor magazine, 2007, 2008, 2010, 2012–2020, Division IV; a broker-dealer becomes eligible for this honor only after a minimum of 10% of its producing financial professionals cast valid ballots. The ballots rate the broker-dealer in 15 different categories defined by Investment Advisor as relevant challenges and concerns. Broker-dealers receiving the highest marks in each of four divisions are declared Broker-Dealer of the Year. Results are based on experiences and perceptions of participants surveyed in June of each of the years listed. Experience may vary. This recognition is not representative of investment performance or returns of financial professionals.

What Is a Broker-Dealer?

Understanding your broker-dealer



WHAT IS A BROKER-DEALER?

An intermediary that never holds your assets

A broker-dealer acts as the intermediary between your financial professional and the clearing firm and never maintains custody of client assets. Its core responsibilities:

- Open, oversee, and monitor your accounts
- Maintain appropriate books and records on your accounts
- Receive funds and securities and deposit them directly with your clearing firm
- Provide support and infrastructure to financial professionals serving you
- Help ensure your account complies with industry rules and regulations



WHO OVERSEES THESE COMPANIES?

Independent regulatory oversight

Broker-dealers, RIAs, and clearing firms are regulated and periodically audited for compliance with industry standards by:

- Financial Industry Regulatory Authority (FINRA)
- The Securities and Exchange Commission (SEC)
- Other federal and state regulatory agencies

In addition, our broker-dealer and clearing firms must undergo an annual audit by a third-party CPA to analyze and document their financial position.

King Capital Advisors & Cambridge, Together

KING CAPITAL ADVISORS

Cambridge Investment Research

The strength of a national firm with the service of a boutique

Partnered together to provide white-glove service and access to a network of institutional investment opportunities.



CAMBRIDGE INVESTMENT RESEARCH

The scale of a large independent firm

- Wide range of investment options
- Deep resources and infrastructure
- National reach and institutional scale



KING CAPITAL ADVISORS

The care of a relationship-driven boutique

- Personalized, high-touch service
- Specialized fixed-income expertise
- A people-first, relationship-driven culture

The best of both worlds — Cambridge's national strength paired with KCA's people-first culture, creating a seamless, relationship-driven experience for you.

Your Dedicated Advisor

KING CAPITAL ADVISORS

Cambridge Investment Research

Mark Edelman, Executive Vice President — King Capital Advisors



Mark Edelman

Executive Vice President

18+

Years Experience
Public Funds

CA

Gov. Code 53601
Specialist



Public Fund Expertise

18+ years managing fixed income portfolios for California public agencies, cities, counties, and special districts across the state.



California Code Section 53601

Comprehensive knowledge of the legal framework governing public fund investments — ensuring every recommendation is fully compliant.



Investment Policy Assistance

We work with your City to review and strengthen your Investment Policy Statement to reflect current market best practices.



Long-Term Partnership

Built on lasting relationships — not transactions. We become a trusted extension of your finance team, available year-round.

Our Investment Philosophy

KING CAPITAL ADVISORS

Cambridge Investment Research

The foundation of everything we do — for Agoura Hills and every public agency we serve

For public funds, the priority order is non-negotiable and informs every recommendation we make:

01



SAFETY

Capital Preservation First

Protecting the City's principal is the **paramount objective**. Every investment recommendation is evaluated first through credit quality, issuer strength, and downside risk.

We only recommend securities appropriate for public funds under California Government Code Section 53601.

02



LIQUIDITY

Meeting Cash Needs On Demand

Agoura Hills must be able to meet its obligations at all times. We structure maturities and maturity ladders around the City's specific cash flow calendar — payrolls, capital projects, debt service — so funds are always available when needed. **The portfolio is an additional layer to the cash reserves and can be quickly accessed.**

03



YIELD

Maximizing Return Within Constraints

Only after safety and liquidity are fully satisfied do we pursue yield enhancement. **We leverage our broad market access and deep fixed income expertise to identify the best available return within your Investment Policy Statement.**

How We Manage Your Portfolio

KING CAPITAL ADVISORS

Cambridge Investment Research

A disciplined, four-step process built around the City of Agoura Hills' specific needs

1



Understand Your Cash Flow Needs

We map the City's full financial calendar — payroll cycles, debt service dates, capital project disbursements, and seasonal revenue patterns — to ensure funds are always accessible precisely when required.

2



Align to Your Investment Policy

Every decision is made together within the boundaries of your Investment Policy Statement and California Government Code Section 53601. We assist in updating the policy to reflect current market best practices as needed.

3



Construct a Laddered Portfolio

Together we build a diversified, maturity-laddered fixed income portfolio providing regular cash flow and protection against interest rate volatility — optimizing yield without compromising safety or liquidity.

4



Monitor, Report & Adapt

We provide ongoing portfolio monitoring, credit quality surveillance, and regular reporting for City management and council review. We proactively adjust positioning as market conditions or City needs evolve.

Fixed Income Products Available

KING CAPITAL ADVISORS

Cambridge Investment Research

Broad access to California-compliant securities through Cambridge Investment Research

U.S. Treasury Securities

Bills, notes, and bonds backed by the full faith and credit of the U.S. government — the gold standard of safety for public agency portfolios.

U.S. Agency Securities

Securities issued by federal agencies (FHLB, FNMA, FHLMC, FFCB) offering higher yields than Treasuries with implied government backing.

Municipal Bonds

Obligations issued by state and local governments, offering favorable yields for qualifying public fund portfolios.

Certificates of Deposit

FDIC-insured or NCUA-insured CDs placed through banks and credit unions— ideal as a core holding for small to medium-size portfolios.

Investment-Grade Corporate Bonds

High-quality corporate debt offering yield enhancement for appropriate allocations, always within Investment Policy Statement guidelines.

Money Market Instruments

Short-term, highly liquid instruments including commercial paper and bankers' acceptances for day-to-day liquidity management.

All securities recommended are fully compliant with California Government Code Section 53601 and the City's Investment Policy Statement.

Prepared exclusively for the City of Agoura Hills | King Capital Advisors | Mark Edelman, EVP

City of Agoura Hills Policy Approved Investments

KING CAPITAL ADVISORS

Cambridge Investment Research

Authorized Investment	Term	Allowable % In Policy	Issuer Limit	CA Code Allowable %
US Treasuries	5-year Max	100%	N/A	100%
US Agencies	5-year Max	75%	30%	100%
US Agencies (Callable)	5-year Max	20%	30%	100%
Corporates – “A Rated”	5-year Max	30%	5%	30%
FDIC Bank CDs NCUA Credit Union CDs	5-year Max	30%	5%	30%
Municipal Securities	5-year Max	30%	5%	100%

** Of the 75% US Agency asset class, only 20% may be callable.*

City of Agoura Hills Example Investment Portfolio

KING CAPITAL ADVISORS

Cambridge Investment Research

Issuer	Type	Price	CPN	SIZE	YTM	MAT.	CASH FLOW	Call Feature
Quill Bank	CD	\$100.00	4.10%	\$ 240,000	4.10%	8/27/2027	\$ 9,840.00	N/A
Toyota Financial Savings	CD	\$100.00	4.25%	\$ 244,000	4.25%	8/21/2028	\$ 10,370.00	N/A
Bank of America NA	CD	\$100.00	4.20%	\$ 244,000	4.20%	8/21/2028	\$ 10,248.00	N/A
BMW Bank North America	CD	\$100.00	4.35%	\$ 244,000	4.25%	2/14/2029	\$ 10,614.00	N/A
Capital One Bank NA	CD	\$100.00	4.35%	\$ 244,000	4.35%	8/20/2029	\$ 10,614.00	N/A
UBS Bank USA	CD	\$100.00	4.45%	\$ 249,000	4.45%	8/19/2030	\$ 11,080.50	N/A
Morgan Stanley Bank NA	CD	\$100.00	4.45%	\$ 244,000	4.45%	8/19/2030	\$ 10,858.00	N/A
Sallie Mae Bank	CD	\$100.00	4.45%	\$ 244,000	4.45%	8/19/2031	\$ 10,858.00	N/A
JP Morgan Chase Bank NA	CD	\$100.00	4.70%	\$ 238,000	4.70%	8/19/2031	\$ 11,186.00	NC4yr-1X Call

Investment	Avg. Yield	Yr 1 - Cash Flow	Weighted Average Maturity
\$ 2,191,000	4.36%	\$ 95,668.50	3.19 YRS

This example portfolio is fully FDIC Insured. FDIC allows up to \$250,000 of coverage in each institution.

** Rates and availability subject to change. Rates as of 8/12/26*

Benefits of Building a Fixed Income Portfolio

KING CAPITAL ADVISORS

Cambridge Investment Research

Predictable Cash Flow

A laddered bond portfolio delivers scheduled interest payments, enabling the City to forecast revenue streams and plan budgets with greater confidence.

Reduce Interest Rate Risk

Overexposure to cash and money markets leaves the City vulnerable to declining short-term rates. Fixed income locks in yields across maturities.

Portfolio Diversification

Spreading investments across maturities, issuers, and instrument types enhances the overall safety and stability of the City's portfolio.

Organic Portfolio Growth

Reinvesting earned interest compounds returns over time, growing the portfolio organically without requiring additional principal from the City.

Fund City Initiatives

Investment income can fund critical priorities — enhancing public safety, wildfire prevention programs, facility upgrades, and other community initiatives.

Stronger Credit Position

A well-managed portfolio strengthens the City's financial standing, supporting higher credit ratings and more favorable terms when issuing bonds.

All securities recommended are fully compliant with California Government Code Section 53601 and the City's Investment Policy Statement.

Why Choose King Capital for the City of Agoura Hills?



Safety-first philosophy — protecting City assets is our primary mandate, not an afterthought.



Cash flow planning built around Agoura Hills' specific calendar — payrolls, projects, and debt service — so funds are always available.



18+ years of California public fund experience with deep knowledge of all Government Code Section 53601 requirements.



Enhanced yield through broad market access and wide fixed income inventory — always within policy guidelines.



A true long-term partner: responsive, transparent, and fully aligned with the City's best interests.

OUR COMMITMENT

#1

SAFETY

#2

LIQUIDITY

#3

YIELD

Mark Edelman, EVP

Other CA Public Agencies We Serve

KING CAPITAL ADVISORS
Cambridge Investment Research

Byron-Bethany ID

City of Rosemead

City of San Fernando

City of Solvang

Imperial Irrigation

Templeton CSD

& Many More



BYRON-BETHANY IRRIGATION DISTRICT

7995 Bruns Road • Byron, California 94514 • (209) 835-0375 • www.bbld.org

June 30, 2026

Re: Professional Reference for Mr. Mark Edelman, King Capital Advisors Inc.

It is my privilege to provide this letter of reference on behalf of Mr. Mark Edelman of King Capital Advisors Inc. I have known and worked closely with Mr. Edelman for more than a decade. Over the course of my career as a chief executive, he has served as financial advisor to several public agencies under my management, including cities, utilities, and irrigation districts, working directly with me and our finance teams to steward public funds with discipline and care.

In his role, Mr. Edelman has consistently demonstrated deep expertise in managing fixed-income portfolios for public agencies. His investment philosophy is anchored in the priorities that matter most to a public entity: safety of principal first, liquidity to meet operational needs, and a competitive yield. He builds laddered portfolios spread across the yield curve to mitigate interest-rate risk, and he confines holdings to high-quality instruments such as FDIC- and NCUA-insured certificates of deposit and U.S. government agency securities, while keeping the agency informed through clear, ongoing reporting and planning.

The results of that approach speak for themselves. Under Mr. Edelman's management, Byron-Bethany Irrigation District's investable funds, which had been earning roughly 0.10% at the start of 2023, were repositioned into a diversified, high-quality portfolio yielding well over four percent on a par-weighted basis, with maturities thoughtfully scheduled so that funds roll off in a predictable manner to be reinvested or directed toward capital improvement projects. Beyond optimizing returns, he identified and flagged an inherited, unsuitable structured certificate of deposit and recommended a prudent course of action to protect the District's interests, an example of the diligence he brings to safeguarding public money.

Equally important is the way Mr. Edelman works. He is accessible, responsive, and genuinely invested in the long-term success of the organizations he serves. Across every agency I have managed, he has proven to be a reliable and valued partner, translating complex fixed-income strategy into plain terms so that boards and staff can make well-informed decisions. The long-term relationships he cultivates are a direct reflection of the trust he earns.

Without reservation, I highly recommend Mr. Mark Edelman to any California public agency seeking a knowledgeable, trustworthy advisor to manage its investment portfolio with an emphasis on safety, liquidity, and return. Please feel free to contact me should you wish to discuss his qualifications further.

Respectfully,

A handwritten signature in blue ink, appearing to read "Edwin R. Pattison", is written over a faint, circular official stamp.

Edwin R. Pattison, General Manager
Byron-Bethany Irrigation District

Economic and Interest Rate Outlook August 2026

Economic Outlook

- **GDP Growth:** Slowed to 1.5% annualized in Q2 2026 (advance est.) from 2.1% in Q1; full-year forecasts near 2.1%
- **Labor Market:** Cooling — unemployment 4.2%; 7.1M unemployed vs. 7.6M openings; 2026 payroll gains averaging ~35,000/month
- **Inflation Elevated:** Headline CPI 3.5% YoY (June), core at 2.6% — above the Fed's 2% target for a fifth year
- **Consumer Pressure:** Sentiment near record lows; gas above \$4/gal after Middle East supply shock; real wages up only 1.3%

Interest Rate Outlook

- **Fed Funds Rate:** Held at 3.50%–3.75% on July 29 — the fifth consecutive hold, on a divided 9–3 vote
- **Hawkish Shift:** Presidents Hammack, Kashkari and Logan dissented in favor of a 25bps hike; Chair Warsh has dropped forward guidance
- **Policy Path:** June dot plot puts year-end 2026 at 3.6%–4.1%; markets price two 25bps hikes this year, with cuts off the table
- **Next FOMC Decision — September 16:** Warsh speaks at Jackson Hole in late August; we continue to watch hike probabilities shift daily

Impact on the City of Agoura Hills, CA

- **Housing:** 30-year mortgage at 6.69%, highest in over a year. Local median sale price ~\$1.4M = ~\$7,200/mo at 20% down.
- **Daily Costs:** LA-area CPI up 3.3% YoY; energy +15.1% and gasoline +23.6% over the year; CA cost of living well above national.
- **Local Economy:** City unemployment of 5.5% exceeds the 4.2% national rate; per capita personal income \$79,244 (ACFR FY2025).
- **Revenue & Investment:** Taxable assessed value \$6.69B, up 4.0% in FY2025. Higher-for-longer rates favor the City's new portfolio.

How the Firm is Compensated

KING CAPITAL ADVISORS

Cambridge Investment Research

Fee transparency and cost to the City

1

No Account Fees

There are no invoices or additional fee line items associated with this type of account (excluding custodian).

Management, monitoring, and advice all included.

2

Issuer-Paid Concession

Typically, the issuer pays a set concession by their firm, offered the same to everyone.

3

Embedded 2–10 Basis Points

Typically, 2–10 basis points built into the net return the City receives, whether a purchase or a sale.

Purchased yields reflect the yields the City receives.

4

Competitive & Market-Based

All transactions are competitive and within market context.

New Account Process and Next Steps

KING CAPITAL ADVISORS

Cambridge Investment Research

The next steps:

1



New Account Paperwork

Cambridge Investment Research Inc new account paperwork: We will safely collect sensitive information about the City and authorized City personnel on the account.

2



DocuSign & E-Sign

We will securely input this information into DocuSign for the authorized signers to e-sign and establish the account.

3



Deposit Funds

Deposit funds to begin the investment program. We provide wiring instructions and can add standing ACH instructions for free, next-day transfers between the City's brokerage and linked bank account.

4



Investment Partnership

We build a plan together based on the City's cash needs. King Capital Advisors presents options allowed by the investment policy, and the City has final approval of each selection.

Regulatory and Legal Disclosures

Registered Representative: Securities offered through Cambridge Investment Research, Inc., a broker-dealer, member FINRA/SIPC.

Investment Advisor Representative: Cambridge Investment Research Advisors, Inc., a Registered Investment Advisor.

Non-Affiliation: Cambridge Investment Research, Inc. and King Capital Advisors Inc. are not affiliated entities.

General Disclosure: This presentation has been prepared for informational purposes only and is intended solely for the City of Agoura Hills. It does not constitute an offer or solicitation for the purchase or sale of any security. Past performance is not indicative of future results. All investments involve risk, including possible loss of principal. Recommendations are subject to the City Investment Policy Statement and California Government Code Section 53601.

Recognition Disclosure: The Broker-Dealer of the Year recognition was awarded to Cambridge Investment Research, Inc. by Investment Advisor magazine in 2007, 2008, 2010, and 2012 through 2020, Division IV. Eligibility requires a minimum of 10% of producing financial professionals to cast valid ballots. This recognition is not representative of investment performance or returns.

INVESTMENT POLICY READ CERTIFICATION AND ACKNOWLEDGMENT
California Government Code § 53600 et seq. and the City of Agoura Hills Statement of
Investment Policy

This certification documents that the undersigned has read, reviewed, and understands the statutory framework governing the investment of public funds by California local agencies under California Government Code §§ 53600 ("the Code"), and has read, reviewed, and understands the current Statement of Investment Policy adopted by the City Council of the City of Agoura Hills ("the City"), as it applies to the management of the City's investable funds.

1. Certifying Party

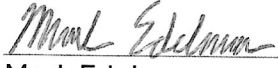
Name:	Mark Edelman
Title:	Executive Vice President
Firm:	King Capital Advisors, Inc. ("KCA")
Broker-Dealer / RIA:	Cambridge Investment Research, Inc.
Client / Agency:	City of Agoura Hills

2. Acknowledgment

By signing below, the undersigned acknowledges and certifies that he:

- Has personally read the City's current Statement of Investment Policy
- Understands the Code's investment priority order — safety of principal, then liquidity, then yield/return — and the prudent investor standard imposed on those authorized to make investment decisions on behalf of the City;
- Understands the instrument types, issuer/sector concentration limits, credit quality minimums, and maximum maturities the City's Investment Policy permits and prohibits, and that these may be more restrictive than the maximums allowed under the Code;
- Understands the scope and limits of any delegated investment authority applicable to KCA's engagement with the City;
- Will conduct all recommendations and transactions in conformance with both the Code and the City's Investment Policy, and will promptly notify the City's designated Treasurer/Finance Officer of any recommendation falling outside either;

3. Signature

Signature:	
Printed Name:	Mark Edelman
Title:	Executive Vice President, King Capital Advisors, Inc.
Date:	8/17/26

For internal compliance file use. This certification is an internal supervisory/compliance record and does not itself constitute investment advice, a contract, or a representation to the City of Agoura Hills.

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

ANNUAL REPORTS
FORM X-17A-5
PART III

OMB APPROVAL
OMB Number: 3235-0123
Expires: Nov. 30, 2026
Estimated average burden hours per response: 12
SEC FILE NUMBER

FACING PAGE

Information Required Pursuant to Rules 17a-5, 17a-12, and 18a-7 under the Securities Exchange Act of 1934

FILING FOR THE PERIOD BEGINNING 01/01/2025 AND ENDING 12/31/2025
MM/DD/YY MM/DD/YY

A. REGISTRANT IDENTIFICATION

NAME OF FIRM: Cambridge Investment Research, Inc.

TYPE OF REGISTRANT (check all applicable boxes):

- ☒ Broker-dealer ☐ Security-based swap dealer ☐ Major security-based swap participant
☐ Check here if respondent is also an OTC derivatives dealer

ADDRESS OF PRINCIPAL PLACE OF BUSINESS: (Do not use a P.O. box no.)

1776 Pleasant Plain Road

(No. and Street)

Fairfield

IA

52556

(City)

(State)

(Zip Code)

PERSON TO CONTACT WITH REGARD TO THIS FILING

Carla Stone

641-472-5100

carla.stone@cir2.com

(Name)

(Area Code – Telephone Number)

(Email Address)

B. ACCOUNTANT IDENTIFICATION

INDEPENDENT PUBLIC ACCOUNTANT whose reports are contained in this filing*

RSM US LLP

(Name – if individual, state last, first, and middle name)

201 1st Street SE, Suite 800

Cedar Rapids

IA

52401

(Address)

(City)

(State)

(Zip Code)

9/24/2003

49

(Date of Registration with PCAOB)(if applicable)

(PCAOB Registration Number, if applicable)

FOR OFFICIAL USE ONLY

* Claims for exemption from the requirement that the annual reports be covered by the reports of an independent public accountant must be supported by a statement of facts and circumstances relied on as the basis of the exemption. See 17 CFR 240.17a-5(e)(1)(ii), if applicable.

Persons who are to respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB control number.

OATH OR AFFIRMATION

I, Carla Stone, swear (or affirm) that, to the best of my knowledge and belief, the financial report pertaining to the firm of Cambridge Investment Research, Inc., as of 12/31, 2025, is true and correct. I further swear (or affirm) that neither the company nor any partner, officer, director, or equivalent person, as the case may be, has any proprietary interest in any account classified solely as that of a customer.

Signature: Carla Stone

Title:
FVP, Finance & CAO

This filing** contains (check all applicable boxes):

- ☒ (a) Statement of financial condition.
- ☒ (b) Notes to consolidated statement of financial condition.
- ☐ (c) Statement of income (loss) or, if there is other comprehensive income in the period(s) presented, a statement of comprehensive income (as defined in § 210.1-02 of Regulation S-X).
- ☐ (d) Statement of cash flows.
- ☐ (e) Statement of changes in stockholders' or partners' or sole proprietor's equity.
- ☐ (f) Statement of changes in liabilities subordinated to claims of creditors.
- ☐ (g) Notes to consolidated financial statements.
- ☐ (h) Computation of net capital under 17 CFR 240.15c3-1 or 17 CFR 240.18a-1, as applicable.
- ☐ (i) Computation of tangible net worth under 17 CFR 240.18a-2.
- ☐ (j) Computation for determination of customer reserve requirements pursuant to Exhibit A to 17 CFR 240.15c3-3.
- ☐ (k) Computation for determination of security-based swap reserve requirements pursuant to Exhibit B to 17 CFR 240.15c3-3 or Exhibit A to 17 CFR 240.18a-4, as applicable.
- ☐ (l) Computation for Determination of PAB Requirements under Exhibit A to § 240.15c3-3.
- ☐ (m) Information relating to possession or control requirements for customers under 17 CFR 240.15c3-3.
- ☐ (n) Information relating to possession or control requirements for security-based swap customers under 17 CFR 240.15c3-3(p)(2) or 17 CFR 240.18a-4, as applicable.
- ☐ (o) Reconciliations, including appropriate explanations, of the FOCUS Report with computation of net capital or tangible net worth under 17 CFR 240.15c3-1, 17 CFR 240.18a-1, or 17 CFR 240.18a-2, as applicable, and the reserve requirements under 17 CFR 240.15c3-3 or 17 CFR 240.18a-4, as applicable, if material differences exist, or a statement that no material differences exist.
- ☐ (p) Summary of financial data for subsidiaries not consolidated in the statement of financial condition.
- ☒ (q) Oath or affirmation in accordance with 17 CFR 240.17a-5, 17 CFR 240.17a-12, or 17 CFR 240.18a-7, as applicable.
- ☐ (r) Compliance report in accordance with 17 CFR 240.17a-5 or 17 CFR 240.18a-7, as applicable.
- ☐ (s) Exemption report in accordance with 17 CFR 240.17a-5 or 17 CFR 240.18a-7, as applicable.
- ☒ (t) Independent public accountant's report based on an examination of the statement of financial condition.
- ☐ (u) Independent public accountant's report based on an examination of the financial report or financial statements under 17 CFR 240.17a-5, 17 CFR 240.18a-7, or 17 CFR 240.17a-12, as applicable.
- ☐ (v) Independent public accountant's report based on an examination of certain statements in the compliance report under 17 CFR 240.17a-5 or 17 CFR 240.18a-7, as applicable.
- ☐ (w) Independent public accountant's report based on a review of the exemption report under 17 CFR 240.17a-5 or 17 CFR 240.18a-7, as applicable.
- ☐ (x) Supplemental reports on applying agreed-upon procedures, in accordance with 17 CFR 240.15c3-1e or 17 CFR 240.17a-12, as applicable.
- ☐ (y) Report describing any material inadequacies found to exist or found to have existed since the date of the previous audit, or a statement that no material inadequacies exist, under 17 CFR 240.17a-12(k).
- ☐ (z) Other: _____

**To request confidential treatment of certain portions of this filing, see 17 CFR 240.17a-5(e)(3) or 17 CFR 240.18a-7(d)(2), as applicable.

Cambridge Investment Research, Inc.

Financial Report
December 31, 2025

This report is deemed PUBLIC in accordance with Rule 17a-5(d) under the Securities Exchange Act of 1934 and Regulation 1.10(g) under the Commodity Exchange Act.

Contents

Report of Independent Registered Public Accounting Firm	1
Statement of Financial Condition	2
Notes to Financial Statement	3 – 12



RSM US LLP

Report of Independent Registered Public Accounting Firm

Shareholder and the Board of Directors
Cambridge Investment Research, Inc.

Opinion on the Financial Statement

We have audited the accompanying statement of financial condition of Cambridge Investment Research, Inc. (the Company) as of December 31, 2025, and the related notes. In our opinion, the financial statement presents fairly, in all material respects, the financial position of the Company as of December 31, 2025, in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

This financial statement is the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statement based on our audit. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statement is free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audit we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audit included performing procedures to assess the risks of material misstatement of the financial statement, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statement. Our audit also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statement. We believe that our audit provides a reasonable basis for our opinion.

RSM US LLP

We have served as the Company's auditor since 2006.

Cedar Rapids, Iowa
February 27, 2026

Cambridge Investment Research, Inc.

Statement of Financial Condition

December 31, 2025

Assets

Cash and cash equivalents	\$ 21,119,340
Receivables:	
Clearing brokers	23,725,304
Commissions	81,372,281
Loans to registered and investment advisor representatives, net of allowance for estimated credit losses of \$784,454	79,689,912
Insured bank deposit program	9,158,495
Other	5,679,738
Due from affiliate	35,517,167
Deposits with clearing brokers	360,000
Securities owned, at fair value	12,293,786
Intangible assets, net of accumulated amortization of \$7,206,198	31,601,583
Goodwill	6,849,271
Officer life insurance	12,091,791
Deferred income taxes	209,999
Other assets	7,085,563
Total assets	\$ 326,754,230

Liabilities and Shareholder's Equity

Liabilities:	
Commissions payable	\$ 87,941,658
Accounts payable	2,420,600
Accrued expenses	356,168
Due to clearing broker	395,196
Securities sold, not yet purchased, at fair value	93,826
Due to affiliates	14,320,906
Total liabilities	105,528,354

Commitments and Contingencies (Note 7)

Shareholder's Equity:

Common stock, \$.01 par value; 750,000 shares authorized; 10,000 shares issued and outstanding	100
Additional paid-in capital	38,373,581
Retained earnings	182,852,195
Total shareholder's equity	221,225,876
Total liabilities and shareholder's equity	\$ 326,754,230

See Notes to Financial Statement.

Notes to Financial Statement

Note 1. Summary of Significant Accounting Policies

Organization and business: Cambridge Investment Research, Inc. (Company) was incorporated in Iowa on October 2, 1995, and provides services throughout the United States. The Company is a wholly-owned subsidiary of Cambridge Investment Group, Inc. (Parent). The Company is registered as a broker dealer in securities with the Securities and Exchange Commission (SEC); a member of the Financial Industry Regulatory Authority (FINRA) and also registered as an introducing broker with the Commodity Futures Trading Commission (CFTC) and is a member of the National Futures Association (NFA).

For transactions in mutual fund shares, alternative investments, and variable products, the Company is exempt from the Computation of a Reserve Requirement because the Company's other business activities met the requirements specified in Footnote 74 of the SEC Release No. 34-70073 adopting amendments to 17 C.F.R. §240.17a-5 ("Footnote 74").

With respect to all other securities transactions, the Company operates under the provisions of paragraphs (k)(2)(i) and (k)(2)(ii) of Rule 15c3-3 of the SEC. Accordingly, the Company clears all transactions on behalf of customers on a fully disclosed basis with clearing broker-dealers and promptly transmits all customer funds and securities to the clearing broker-dealers. The Company's agreements with its clearing brokers provide that as clearing brokers, these firms will carry all of the accounts of the customers and maintain and preserve all related books and records as are customarily kept by a clearing broker dealer.

As a result of the above two paragraphs, the Company is exempt from the remaining provisions of Rule 15c3-3.

Cash and cash equivalents: The Company considers liquid investments with maturities of three months or less to be cash equivalents.

Receivables from clearing brokers and commissions: Receivables from clearing brokers and commissions receivable primarily consist of commission and transaction-related receivables.

Receivables from loans to registered and investment advisor representatives: From time to time, the Company provides forgivable loans to certain registered and investment advisor representatives primarily for recruiting and retention purposes. These loans are recorded at face value at the time the loan is made. If the registered and investment advisor representative does not meet specific requirements or terminates his or her registration with the Company prior to the forgiveness of the loan, management will evaluate the collectability of the remaining loan amount. Forgivable loans, net of cumulative forgiveness, to registered and investment advisor representatives totaled \$71,733,621 as of December 31, 2025 and are included in receivables on the statement of financial condition. The forgivable loans are amortized to general and administrative expense for financial reporting purposes over the term of the loan.

Loans to registered and investment advisor representatives that are not subject to a forgiveness contingency totaled \$8,740,745 as of December 31, 2025. These loans are repaid to the Company by deducting a portion of the representatives' commission and fee payouts throughout the compensation cycle until the loans are paid off. Interest charged on these loans to representatives ranges up to 11.50% annually.

The Company's allowance for expected credit losses represents the portion of forgivable and non-forgivable (repayable) loans receivable from registered and investment advisor representatives that the Company does not expect to collect over the receivable's contractual life, considering past events, current conditions, and reasonable and supportable forecasts of future economic conditions.

Notes to Financial Statement

Note 1. Summary of Significant Accounting Policies (Continued)

The Company's significant estimates and judgments included quantitative and qualitative measures, the former based on historical experience with actual credit losses, the latter on assessments of current loans past their maturity dates and the number of historical involuntary terminations of registered and investment advisor representatives with unpaid loan balances.

Loans receivable from registered and investment advisor representatives are reviewed on a quarterly basis to assess the adequacy of reserves for expected credit losses and contractual allowances. Revisions in allowances for expected credit loss estimates will be recorded as an adjustment to credit loss expense.

The following table reflects the roll-forward of the allowance for expected credit losses:

Balance, January 1, 2025	\$ 848,553
Provision for expected credit losses	276,103
Charge-offs	(71,058)
Other - allocation to affiliate	(269,144)
Balance, December 31, 2025	<u>\$ 784,454</u>

The other activity relates to the allocation of certain loans and the related allowance for expected credit losses to the Company's affiliate as described in Note 5.

Intangible assets: The Company has recorded intangible assets. The intangible assets will be amortized over estimated useful lives of 5 to 10 years. Under ASC Topic 350, intangible assets are subject to at least annual assessments for impairment. No impairment was recorded for intangible assets in 2025.

Goodwill: The Company records goodwill as the excess of the cost of an acquisition over the fair value of the net assets acquired, including the intangible assets, consists of goodwill Under ASC Topic 350. Goodwill is subject to at least annual assessments for impairment by applying a fair value-based test. The Company reviews goodwill annually with a testing date of December 31. No impairment was recorded on goodwill in 2025.

Income taxes: The Company has consented to be included in its Parent's consolidated income tax returns. The Company accounts for income taxes in accordance with Accounting Standards Codification (ASC) 740, which requires the Company to record deferred tax assets and liabilities on temporary timing differences.

In connection with the provision for income taxes, the financial statements reflect certain amounts related to deferred tax assets and liabilities, which result from temporary differences between the assets and liabilities measured for financial statement purposes versus the assets and liabilities measured for tax return purposes. The deferred tax assets are reduced by a valuation allowance, when in the opinion of management, it is more likely than not that some portion or all of the tax assets will not be reduced. Deferred tax assets and liabilities are adjusted for the effects of changes in tax laws and rates on the date of enactment.

When tax returns are filed, it is highly certain that some positions taken would be sustained upon examination by the taxing authorities, while others are subject to uncertainty about the merits of the position taken or the amount of the position that would be ultimately sustained. The benefit of a tax position is recognized in the financial statements in the period during which, based on all available evidence, management believes it is more likely than not that the position will be sustained upon examination, including the resolution of appeals or litigation processes, if any. As of and for the year ended December 31, 2025, the Company had no material uncertain tax positions that are required to be recorded as a liability. The Company's Parent files income tax returns in U.S. federal jurisdiction and various states. With few exceptions, the Company and its Parent are no longer subject to U.S. federal, state and local tax examinations by tax authorities for years before 2022.

Notes to Financial Statement

Note 1. Summary of Significant Accounting Policies (Continued)

Use of estimates: The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Revenue recognition: Commission revenue and related expenses arising from securities transactions are recorded on a trade-date basis. 12b-1 fees are earned over a period of time in accordance with what is outlined in the mutual fund prospectus and are based on the amount of assets held in those mutual funds at the time of payment. Revenues from 12b-1 fees are variable consideration which are constrained due to market volatility and the duration for which the investment is held by the customer. The 12b-1 fees are not recognized until it is probable that a significant reversal will not occur. Revenue from investment advisory fees, as well as program and platform fees, is earned over specified periods of time, such as monthly or quarterly, as agreed to in the client's investment advisory agreement and the Company's agreements with its investment advisor representatives. Insured bank deposit program revenue is recognized for cash as interest is accrued at the depository institutions, and at the US Treasury in regard to treasury bills, notes, and bonds. Other revenues primarily consist of revenue that is typically earned in accordance with ancillary service agreements with registered and investment advisor representatives of the Company.

Revenue from contracts with customers is recognized when, or as, the Company satisfies its performance obligations by transferring the promised services to the customers. The performance obligation satisfied at a point in time is recognized at the point in time that the Company determines the customer obtains control over the promised service. Performance obligations over time are recognized progressively as services are provided.

Fair value measurements: The Fair Value Measurements Topic of the Financial Accounting Standards Board (FASB) Codification defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date and sets out a fair value hierarchy. This topic applies to all assets and liabilities that are measured and reported on a fair value basis. The fair value hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). Inputs are broadly defined under this topic as assumptions market participants would use in pricing an asset or liability.

Securities owned by the Company are recorded at fair value and related changes in fair value are reflected in income. The Company records securities transactions on a trade date basis. Securities owned are valued using quoted market prices.

The three levels of the fair value hierarchy under this topic are described below:

Level 1: Unadjusted quoted prices in active markets for identical assets or liabilities that the reporting entity has the ability to access at the measurement date. The type of investments included in Level 1 include listed equities and listed derivatives.

Level 2: Inputs other than quoted prices within Level 1 that are observable for the asset or liability, either directly or indirectly; and fair value is determined through the use of models or other valuation methodologies. Investments which are generally included in this category include corporate bonds and loans, less liquid and restricted equity securities and certain over-the-counter derivatives. A significant adjustment to a Level 2 input could result in the Level 2 measurement becoming a Level 3 measurement.

Notes to Financial Statement

Note 1. Summary of Significant Accounting Policies (Continued)

Level 3: Inputs are unobservable for the asset or liability and include situations where there is little, if any, market activity for the asset or liability. The inputs into the determination of fair value are based upon the best information in the circumstances and may require significant management judgment or estimation. Investments that are included in this category generally include equity and debt positions in private companies.

In certain cases, the inputs used to measure fair value may fall into different levels of the fair value hierarchy. In such cases, an investment's level within the fair value hierarchy is based on the lowest level of input that is significant to the fair value measurement. The Company's assessment of the significance of a particular input to the fair value measurement in its entirety requires judgment and considers factors specific to the investment. The following section describes the valuation techniques used by the Company to measure different financial instruments at fair value and includes the level within the fair value hierarchy in which the financial instrument is categorized.

Investments in securities traded on a national securities exchange are stated at the last reported sales price on the day of the valuation. Investments in mutual funds are stated at the net asset value of shares held by the funds as of the end of trading on the day of valuation. These financial instruments are classified as Level 1 in the fair value hierarchy.

Investments in U.S. treasury securities are stated at the last reported sales price on the day of valuation. Municipal and corporate bonds are stated as quoted prices for similar or comparable securities. Based on the Company's intent and ability to hold its certificates of deposit to maturity, such securities are carried at amortized cost. These financial instruments are classified as Level 2 in the fair value hierarchy.

There were no financial instruments classified as Level 3 in the fair value hierarchy as of December 31, 2025.

There have been no changes in valuation techniques used for any assets measured at fair value during the year ended December 31, 2025.

There were no significant transfers of assets between Levels 1, 2 and 3 of the fair value hierarchy during the year ended December 31, 2025.

Officer life insurance: Officer life insurance is carried at cash surrender value, net of surrender and other charges.

Recently issued accounting pronouncements: In December 2023, the FASB issued ASU 2023-09, *Income Taxes (Topic 740): Improvements to Income Tax Disclosures*, which provides for improvements to income tax disclosures primarily related to the rate reconciliation and income taxes paid information. This ASU is effective for public business entities for annual periods beginning after December 15, 2024. The Company adopted this guidance for the year ended December 31, 2025, and the adoption did not have a material impact on the financial statements.

In July 2025, the FASB issued ASU No. 2025-05, *Financial Instruments—Credit Losses (Topic 326): Measurement of Credit Losses for Accounts Receivable and Contract Assets*. ASU 2025-05 provides all entities with a practical expedient and entities other than public business entities with an accounting policy election when estimating expected credit losses for current accounts receivable and current contract assets arising from revenue transactions accounted for under Topic 606, *Revenue from Contracts with Customers*. ASU 2025-05 is effective for annual reporting periods beginning after December 15, 2025, and interim reporting periods within those annual reporting periods. Early adoption is permitted in both interim and annual reporting periods in which financial statements have not yet been issued or made available for issuance. ASU 2025-05 is effective for the Company, on a prospective basis, for annual reporting periods beginning in 2026 and is not expected to have a significant impact on the Company's financial statements.

Notes to Financial Statement

Note 2. Securities Owned

Marketable securities owned, consist of trading and investment securities at fair values, measured on a recurring basis, as of December 31, 2025, are as follows:

	Level 1 Quoted Prices in Active Market for Identical Assets	Level 2 Significant Other Observable Inputs	Level 3 Significant Other Observable Inputs	Total
Securities owned, consisting of approximately 64% fixed income funds with remaining invested in equity funds and equities	\$ 1,128,437	\$ -	\$ -	\$ 1,128,437
U.S. treasury securities	-	8,430,256	-	8,430,256
Municipal bonds	-	2,735,093	-	2,735,093
	<u>\$ 1,128,437</u>	<u>\$ 11,165,349</u>	<u>\$ -</u>	<u>\$ 12,293,786</u>
Securities sold, not yet purchased, consisting of municipal bonds and corporate debt	\$ -	\$ 93,826	\$ -	\$ 93,826

Note 3. Indemnifications

In the normal course of its business, the Company indemnifies and guarantees certain service providers, such as clearing and custody agents, trustees and administrators, against specified potential losses in connection with their acting as an agent of, or providing services to, the Company or its affiliates. The Company also indemnifies some clients against potential losses incurred in the event specified third-party service providers, including subcustodians and third-party brokers, improperly execute transactions. The maximum potential amount of future payments that the Company could be required to make under these indemnifications cannot be estimated. However, the Company believes that it is unlikely it will have to make material payments under these arrangements and has not recorded any contingent liability in the financial statements for these indemnifications.

The Company provides representations and warranties to counterparties in connection with a variety of commercial transactions and occasionally indemnifies them against potential losses caused by the breach of those representations and warranties. The Company may also provide standard indemnifications to some counterparties to protect them in the event additional taxes are owed or payments are withheld, due either to a change in or adverse application of certain tax laws. These indemnifications generally are standard contractual terms and are entered into in the normal course of business. The maximum potential amount of future payments that the Company could be required to make under these indemnifications cannot be estimated. However, the Company believes that it is unlikely it will have to make material payments under these arrangements and has not recorded any contingent liability in the financial statements for these indemnifications.

Note 4. Net Capital Requirements

The Company is subject to the SEC Uniform Net Capital Rule (SEC Rule 15c3-1), which requires the maintenance of a minimum amount of net capital and requires that the ratio of aggregate indebtedness to net capital, both as defined, shall not exceed 15 to 1. Rule 15c3-1 also provides that equity capital may not be withdrawn if it causes the net capital ratio to exceed 10 to 1.

The Company is exempt from the reserve requirements, the possession and control requirements and related computation for the determination thereof under paragraphs (k)(2)(i) and (k)(2)(ii) of Rule 15c3-3 under the SEC, and the Company's other business activities met the requirements in Footnote 74 of the SEC Release No. 34-70073 adopting amendments to 17 C.F.R. §240.17a-5 ("Footnote 74").

Notes to Financial Statement

Note 4. Net Capital Requirements (Continued)

The Company is also subject to the CFTC minimum financial requirements for introducing brokers (CFTC Rule 1.17), which requires the maintenance of a minimum amount of net capital equal to or in excess of the greater of \$45,000 or the amount of net capital required by SEC Rule 15c3-1.

As of December 31, 2025, the Company had net capital of \$37,508,967, which was \$30,479,998 in excess of its required net capital of \$7,028,969. The Company's net capital ratio was 2.81 to 1.

Note 5. Related Party Transactions

The Company has a management agreement with an affiliated entity. Under the agreement, all normal administrative and overhead costs, including but not limited to employee salaries and benefits, office space, telephone and internet functionality, management information systems, office supplies, postage, etc., will be paid by the affiliate. The Company pays the affiliate a portion of these costs monthly. The Company has a payable with this affiliate of \$1,739,517 as of December 31, 2025.

The Company receives payments for conferences and events. In 2025, the Company received \$1,330,572 in such payments to an affiliate of its Parent.

The Company's affiliate paid member regulatory fees on behalf of the Company totaling \$1,332,318 in 2025. The payment was applied against a prepaid balance previously recorded by the Company. The Company paid referral fees to its registered and investment advisor representatives on behalf of this affiliate totaling \$632,486 in 2025.

The Company offers succession and acquisition consulting services in the areas of succession planning and merging or acquiring another registered and investment advisor's business. The Company will make capital financing available to its registered and investment advisor representatives through an affiliated entity. The Company collects, on behalf of this affiliate, payments of principal and interest along with origination fees due to the affiliate from some of the Company's registered and investment advisor representatives. In 2025, the Company collected \$7,277,457 of principal and interest payments and \$1,800 of origination fees. In relation to these services, the Company also collects and transfers, on behalf of this affiliate, consulting fees to the affiliate totaling \$467,056. The Company has a payable with this affiliate of \$695,417 as of December 31, 2025.

The Company bills, collects, and transfers fee revenue and incurs related expenses for an affiliate of its Parent. In 2025, the Company transferred \$1,114,825,581 of such revenue and \$1,058,932,720 of related expenses. In connection with this revenue, the Company transferred program fee revenue totaling \$118,884,771 and \$25,629,899 in related expenses. The Company also transferred strategist fees totaling \$4,776,580. The Company collects, on behalf of and remits to this affiliate, certain fees from the affiliates' investment advisor representatives, including affiliation fees totaling \$654,880 and registration fees totaling \$448,007. The Company also collects, on behalf of and remits to the affiliate, sales tax applicable to the affiliate's investment advisor representatives' asset management and financial planning services, totaling \$39,287.

The Company also allocates its loans to registered and investment advisor representatives and related loan expenses between the Company and its affiliate based on the business mix of registered and investment advisor representatives with outstanding loans, weighted by the respective loan balances. The allocation is reviewed periodically and adjusted as necessary to reflect current business activity. In 2025, the Company allocated loan balances and related loan expenses totaling \$65,315,644 and a deferred tax benefit totaling \$2,089,230 to the affiliate. The Company has a receivable with the affiliate of \$35,517,167 as of December 31, 2025.

Notes to Financial Statement

Note 5. Related Party Transactions (Continued)

An affiliate of the Company transferred to the Company \$18,379,415 in insurance related commissions earned by the Company. The Company has a payable with this affiliate of \$3,190 as of December 31, 2025.

The Company collects and transfers payments for professional services for an affiliate of its Parent. In 2025, the Company collected \$28,675 of such payments.

The Company paid \$27,088,100 to the Parent for federal and state income taxes for the year ended December 31, 2025. The Company has a payable to the Parent in the amount of \$11,882,782 for federal and state income taxes as of December 31, 2025.

Note 6. Segment Reporting

The Company follows the guidance in ASC 280 and operates in a single reportable segment consisting of its brokerage services. This segment derives its revenues from various brokerage and financial services, including commission-based revenue, fee-based advisory services, program and platform fees, bank deposit programs, and other financial products and services.

The accounting policies of the brokerage services segment are consistent with those described in the summary of significant accounting policies and are based on the management approach, which aligns with the internal reporting used by the Chief Operating Decision Maker (CODM). The CODM consists of the executive council, which includes the chief executive officer and co-chairman of the board, the president of growth and development, the president of innovation and experience, and the president of advocacy and administration.

The CODM evaluates the Company's performance and allocates resources based on net income, which is the reported measure of profit and loss for the Company's single reportable segment and is the measure most consistent with U.S. GAAP. In assessing performance, the CODM considers net income in relation to budgeted expectations, operational efficiency, and other key operating and financial performance measures included in the Company's internal management reporting. The CODM also reviews liquidity measures, including total cash and net capital information, to ensure adequate liquidity to support brokerage operations.

Customer demographics for the segment include a wide range of clients across the United States, with no single customer identified as a key customer.

The segment has not experienced any impairment of assets, including intangible assets and goodwill.

Note 7. Financial Instruments, Off-Balance Sheet Risks and Contingencies

In the normal course of business, the Company's client activities through its clearing brokers involve the execution, settlement and financing of various client securities transactions. These activities may expose the Company to off-balance sheet risk. In the event a client fails to satisfy their obligations, the Company may be required to purchase or sell financial instruments at prevailing market prices in order to fulfill the client's obligations.

The Company bears the risk of financial failure by its clearing brokers. If the clearing brokers should cease doing business, the Company's receivables from the clearing brokers could be subject to forfeiture.

In the Company's trading activities, the Company has purchased securities for its own account and may incur losses if the fair value of these securities declines subsequent to December 31, 2025. In addition, the Company has sold securities that it does not currently own and will therefore be obligated to purchase such securities at a future date. The Company has recorded the obligations in the financial statements as of December 31, 2025, at fair values of the related securities and will incur a loss if the fair value of the securities increases subsequent to December 31, 2025.

Notes to Financial Statement

Note 7. Financial Instruments, Off-Balance Sheet Risks and Contingencies (Continued)

The Company maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. The Company has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on cash and cash equivalents.

The Company is involved with various legal, regulatory, and arbitration proceedings concerning matters arising in connection with the conduct of its business. Some of these matters include claims for substantial or unspecified compensatory and/or punitive damages. In addition, in the normal course of business, the Company discusses matters with its regulators raised during regulatory examinations or otherwise subject to their inquiry. These matters could result in restitution, censures, fines, penalties or other sanctions.

Under ASC 450, the Company accrues for losses that are considered both probable and reasonably estimable. Legal fees are accrued as the services are provided. The Company may incur losses in addition to the amounts accrued where the losses are greater than estimated by management, or for matters for which an unfavorable outcome is considered reasonably possible, but not probable.

At December 31, 2025, the Company was named as a defendant/respondent to pending and threatened legal, regulatory, and arbitration proceedings. Management believes, based on current available information, that the results of such proceedings in the aggregate will not have a material adverse effect on the Company's statement of financial condition, results of operations, or cash flows. The Company maintains various insurance policies to protect itself from potential damages and/or legal costs associated with certain legal, regulatory and arbitration proceedings and, as a result, in a majority of cases, the Company's exposure is limited to applicable policy limitations, exclusions and deductibles.

Note 8. Income Taxes

The components of the net deferred income taxes included in the statement of financial condition as of December 31, 2025 were as follows:

Deferred tax assets:	
Allowance for credit losses	\$ 192,933
Forgivable loan amortization	2,206,041
Other	246,825
Total deferred tax assets	<u>2,645,799</u>
Deferred tax liabilities:	
Intangible assets	(2,063,611)
Prepaid expenses	(334,581)
Other	(37,608)
Total deferred tax liabilities	<u>(2,435,800)</u>
Deferred income taxes, net	<u>\$ 209,999</u>

Note 9. Asset Acquisitions

Effective July 31, 2025, an affiliate of the Company under the common control of the Parent received the customer relationship intangible asset originally acquired from PearTree Advisory Group in 2024. The transfer was executed as part of a realignment of operations within the Parent's corporate structure.

Notes to Financial Statement

Note 9. Asset Acquisitions (Continued)

The transaction was accounted for as a transfer of assets between entities under common control in accordance with ASC 805-50, Business Combinations – Related Issues. In accordance with this guidance, the Company derecognized the customer relationship intangible asset at its historical carrying amount as of the transfer date. No gain or loss was recognized.

The carrying amounts of the customer relationship intangible asset transferred were as follows:

	Gross Carrying Amount	Accumulated Amortization	Net Book Value
Customer relationships	\$ 2,340,000	\$ (23,079)	\$ 2,316,921

Because the transaction represented a transfer of assets under common control, the Company did not apply business combination accounting and did not recognize any step-up in basis or goodwill related to the transferred asset. Prior-period financial statements were not retrospectively adjusted, consistent with the Company's accounting policy for common-control transactions.

The Company previously acquired customer relationships and accounts from Cantella & Co., Inc. in 2024, which were recorded as an intangible asset. During 2025, the carrying value of the related intangible asset was increased by \$1,047,966 as a result of a purchase price adjustment related to the acquisition.

On July 18, 2025, the Company acquired from William Eric Bishoff (Bishoff) the customer relationships and accounts maintained and serviced by Bishoff. Total consideration of \$868,608 was funded by the Parent and contributed to the Company. The Company capitalized the cost of acquiring Bishoff's customer relationships and accounts, which together constitute the single intangible asset. The Company allocated the purchase price to this single intangible.

On November 20, 2025, the Company acquired from Dempsey Lord Smith, LLC (DLS) the customer relationships and accounts maintained and serviced by DLS. Total consideration of \$5,152,053 was funded by the Parent and contributed to the Company. The Company capitalized the cost of acquiring DLS's customer relationships and accounts, which together constitute the single intangible asset. The Company allocated the purchase price to this single intangible.

On December 30, 2025, the Company acquired from Mark Presley and Sterling Capital, LLC (Presley) the customer relationships and accounts maintained and serviced by Presley. Total consideration of \$119,053 was funded by the Parent and contributed to the Company. The Company capitalized the cost of acquiring Presley's customer relationships and accounts, which together constitute the single intangible asset. The Company allocated the purchase price to this single intangible.

On December 31, 2025, the Company acquired from IBN Financial Services, Inc. and IBN Advisory Services, Inc. (IBN) the customer relationships and accounts maintained and serviced by IBN. Total consideration of \$353,985 was funded by the Parent and contributed to the Company. The Company capitalized the cost of acquiring IBN's customer relationships and accounts, which together constitute the single intangible asset. The Company allocated the purchase price to this single intangible.

Effective December 31, 2025, the Company received the operations of Nettuno & Associates, LLC (Nettuno) from the Parent, an entity under common control. The transferred business included identifiable intangible assets and goodwill carried by Nettuno at the time of the transfer. The transfer was executed in connection with the Parent's acquisition of the remaining membership interest in Nettuno and an internal realignment under common ownership.

Notes to Financial Statement

Note 9. Asset Acquisitions (Continued)

The transaction was accounted for as a transfer of a business between entities under common control in accordance with ASC 805-50, Business Combinations – Related Issues. As required by this guidance, the Company recognized the identifiable intangible assets and goodwill received at their historical carrying amounts as of the transfer date. No gain or loss was recognized.

The major classes of assets transferred were as follows:

	Gross Carrying Amount	Accumulated Amortization	Net Book Value
Customer relationships	\$ 10,080,000	\$ (2,016,000)	\$ 8,064,000
Trade names and trademarks	1,536,000	(307,200)	1,228,800
Goodwill	4,217,271	-	4,217,271
	<u>\$ 15,833,271</u>	<u>\$ (2,323,200)</u>	<u>\$ 13,510,071</u>

Because the transfer represented a transaction between entities under common control and constituted a transfer of a business, the Company has retrospectively adjusted its financial statements to include the results of the transferred business for all periods presented, as if the business had been part of the Company since the earliest period presented.

Goodwill recognized by the Company represents the historical goodwill previously recorded by Nettuno. No new goodwill was recognized as part of the transaction.

On December 31, 2025, the Company acquired customer relationships and accounts associated with Wealth Planners, LLC (Wealth Planners), maintained and serviced by Wealth Planners' registered and investment advisor representatives. The acquisition was accounted for as an asset acquisition, as substantially all of the fair value of the acquired assets was concentrated in customer relationships and accounts. Accordingly, the Company recorded an intangible asset of \$1,722,164 related to the acquired customer relationships and accounts, which was contributed to the Company by the Parent.

Note 10. Goodwill and Intangible Assets

The carrying amount of goodwill as of December 31, 2025 was \$6,849,271. During 2025, goodwill increased by \$4,217,271 as a result of the transfer of the Nettuno business under common control as described in Note 9.

Intangible assets at December 31, 2025 are as follows:

	Gross Carrying Amount	Accumulated Amortization	Unamortized Amount
Customer relationships	\$ 37,271,781	\$ (6,898,998)	\$ 30,372,783
Trade names and trademarks	1,536,000	(307,200)	1,228,800
	<u>\$ 38,807,781</u>	<u>\$ (7,206,198)</u>	<u>\$ 31,601,583</u>

As of December 31, 2025, the weighted-average remaining lives of customer relationships and trade names and trademarks were 8.94 years and 8.00 years, respectively.

Note 11. Subsequent Events

The Company has evaluated subsequent events for potential recognition and/or disclosure through the date these financial statements were issued, noting none.