

**AGENDA
REGULAR MEETING
AGOURA HILLS CITY COUNCIL**
Civic Center – Council Chambers
30001 Ladyface Court, Agoura Hills, California 91301
Wednesday, February 26, 2025
6:00 p.m.

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

ATTEND OR WATCH THE MEETING

For in-person attendance, Council Chamber doors will open to the public at 5:30 p.m. To watch the live stream or archive of this meeting on YouTube, enter “Agoura Hills City Council” and click on the date of the meeting. To watch the live stream or archive of this meeting on the City’s website, go to agourahillscity.org and click on the “Watch Meetings Online” button.

PUBLIC PARTICIPATION (PUBLIC COMMENT)

Option A: To provide public comments in-person in the Council Chambers

Members of the public have an opportunity to attend the meeting in-person in the Council Chambers and speak or submit a written comment on any item listed on the Agenda. If you wish to speak, complete a Speaker’s Card for each item and submit to the City Clerk prior to the public comment portion of the item. Public testimony is limited to three (3) minutes per speaker; a speaker’s time may not be transferred to another speaker. Written public comments submitted at the meeting are not read aloud by the City Clerk.

Option B: To submit written public comments prior to the meeting

*Members of the public have an opportunity to submit written correspondence on any item listed on the Agenda. To ensure the City Council has the opportunity to review and/or consider information prior to the meeting, please identify the Agenda item number or topic in the email subject line and **submit written public comments to: comments@agourahillscity.org on or before 4:00 p.m. on the meeting date.** Public comments are not read into the record by the City Clerk. Please note: any public comments received after the deadline may not be considered as part of the City Council’s deliberations nor entered into the official record. However, members of the public may participate by attending the meeting to submit or make their comments in-person.*

CALL TO ORDER

LAND ACKNOWLEDGMENT

PLEDGE OF ALLEGIANCE

Girl Scout Troop 2256

ROLL CALL

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

REPORT OF CLOSED SESSION

APPROVAL OF AGENDA

PRESENTATIONS

Business of the Month – Presentation to 101 Tavern

Proclamation Celebrating 50th Anniversary of Senior Concerns

INTERGOVERNMENTAL, SPECIAL PURPOSE COMMITTEE, & DEPARTMENTAL REPORTS

Palisades Fire Debris Update

Las Virgenes/Malibu Council of Governments Update

Santa Monica Mountains Conservancy Advisory Committee Update

(City Council and Staff)

PUBLIC COMMENTS

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

CONSENT CALENDAR

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

1. Approve Minutes of the City Council Regular Meeting of February 12, 2025

STAFF REFERENCE: CITY CLERK RODRIGUES

2. Approve Demand Warrant Register No. 927

STAFF REFERENCE: DIRECTOR OF FINANCE IBAÑEZ

3. Approve Award of Contract for Fiscal Year 2024-25 Pavement Rehabilitation Project; NIB 24-05

STAFF REFERENCE: SENIOR CIVIL ENGINEER YAMBAO

4. Approve Public Health Services Contract with the Los Angeles County Department of Public Health

STAFF REFERENCE: ASSISTANT CITY MANAGER ADEVA

CONSENT CALENDAR, continued –

5. Approve: 1) Agreement for Payment of Costs, with Brian Gelt in Connection with the Preparation of Environmental Documentation; and, 2) Agreement for Consultant Services, with Envicom Corporation, for the Preparation of an Addendum to the Palo Comado Ranch Subdivision Environmental Impact Report Related to the Construction of a Single-Family Residence

STAFF REFERENCES: COMMUNITY DEVELOPMENT DIRECTOR THOMAS
SENIOR PLANNER BURSE

6. Adopt **Resolution No. 25-2095**; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, AMENDING THE ADOPTED BUDGET FOR FISCAL YEAR 2024-25 ADOPTED ON JUNE 26, 2024

STAFF REFERENCES: FINANCE MANAGER CHO
DIRECTOR OF FINANCE IBAÑEZ

7. Adopt **Resolution No. 25-2096**; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, AMENDING THE COMPENSATION PLAN BY ESTABLISHING THE CLASSIFICATION OF DEPUTY DIRECTOR OF PUBLIC WORKS, APPROVING THE JOB CLASSIFICATION, SETTING THE SALARY RANGE

STAFF REFERENCES: ASSISTANT CITY MANAGER ADEVA
HUMAN RESOURCES MANAGER BIRD

DISCUSSION / ACTION

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

8. Discussion Regarding the Approval of the Agreement with Southern California Edison to Participate in the LS-1 Option-E Program

STAFF REFERENCE: SENIOR CIVIL ENGINEER YAMBAO

9. Discussion Regarding Waste Management Solid Waste Rate Escalation and to Consider a Request for an Additional Solid Waste Rate Adjustment for 2025

STAFF REFERENCE: DEPUTY CITY MANAGER CELAYA

CITY COUNCIL, STAFF COMMENTS

ADJOURNMENT

The next Regular City Council Meeting will be held at 6:00 p.m., on Wednesday, March 12, 2025, in the Council Chambers of the Civic Center. The Civic Center is located at 30001 Ladyface Court, Agoura Hills, California.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in a City Council meeting or other services offered by the City of Agoura Hills, please contact the City Clerk's Office at (818) 597-7300. Notification at least 48 hours prior to the meeting or time when services are needed will assist City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting.

Copies of staff reports or other written documentation, relating to each item of business described in this Agenda, are posted to the City's website at agourahillscity.org and are on file in the office of City Clerk Kimberly M. Rodrigues, Agoura Hills City Hall, 30001 Ladyface Court, Agoura Hills, California, 91301.

The telecast of the Wednesday, February 26, 2025, Regular City Council Meeting will be shown on Channel 10 for Time Warner Cable subscribers, Channel 3 for Charter subscribers, and Channel 99 for AT&T U-Verse subscribers, at a later date, and run daily until the next regularly scheduled City Council meeting. The broadcast schedule is as follows: M-10a m; T-3pm; W-10am; Th-7pm; F-10am; S-3pm; and Su-7pm.

MINUTES
REGULAR MEETING
AGOURA HILLS CITY COUNCIL
Civic Center – Council Chambers
30001 Ladyface Court, Agoura Hills, California 91301
Wednesday, February 12, 2025
6:00 p.m.

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

Mayor Sylvester announced the Land Acknowledgement.

The Pledge of Allegiance was led by Older American of the Year, Randee Paller.

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

Also Present were: City Manager Nathan Hamburger, City Attorney Candice K. Lee, Assistant Deputy City Manager Louis Celaya, Jensen Hughes Consultant Amelia Pludow, Communications Manager Mary Haddad, Management Analyst Amber Victoria, Executive Assistant Michele Hubbs, Community Development Director Denice Thomas, Principal Planner Robby Nesovic, Senior Civil Engineer Charmaine Yambao, Director of Finance Diego Ibañez, Director of Community Services Amy Brink, and City Clerk Kimberly M. Rodrigues.

REPORT OF CLOSED SESSION

No Closed Session was held.

APPROVAL OF AGENDA

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

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

NOES: None.

ABSTAIN: None.

ABSENT: None.

PRESENTATIONS

Mayor Sylvester and members of the City Council, assisted by the Community Services Department, thanked the City Volunteers and presented them with tokens of appreciation for volunteering their time to the City.

Councilmember Klein Lopez announced the Agoura Hills/Calabasas Community Center Joint Powers Authority Board is now under the operation of the City of Calabasas, noting this would be the last time Agoura Hills members Jim Bukowski and Brad Rosenheim would be recognized and thanked them for their years of service on the Board.

Councilmember Klein Lopez presented a plaque to the CERT Disaster Response Team 2024 Member of the Year, Christine Maasdam.

Following the presentations, Mayor Sylvester concluded the Volunteer Recognition Event by thanking all the volunteers for their service to the community and, in memoriam of former Mayor Joan Yacovone, invited former Mayors Fran Pavley, Ed Corridori, and Darlene McBane, Friends of the Library representative Rick Haupt, along with the current City Council (Councilmember Klein Lopez, Councilmember Anderson, Councilmember Anstead, Mayor Pro Tem Wolf, and Mayor Sylvester), to make their personal remarks honoring Joan Yacovone and her many years of service to the community.

INTERGOVERNMENTAL, SPECIAL PURPOSE COMMITTEE, & DEPARTMENTAL REPORTS

Southern California Edison (SCE) Government Relations Manager, Adrian Garcia, and Principal Manager of Government Relations for Los Angeles County, Joshua Torres, introduced themselves to the City Council.

Councilmember Klein Lopez provided a Clean Power Alliance (CPA) Update and provided copies of the Clean Power Alliance (CPA) 2024 Impact Report to place on the table in the City Hall lobby.

Mayor Sylvester reported attending the Calabasas Debris Removal Town Hall meeting regarding the two phases of fire debris removal, provided a summary of the meeting, and emphasized that no household hazardous materials would be disposed of at the landfill.

PUBLIC COMMENTS

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

*Rachel Spalding, Agoura Hills
Jess Thomas, Old Agoura*

The following person spoke:

Jodi Regan, Agoura Hills, representing Nature Made Great Race *(submitted flyer)*

CONSENT CALENDAR

There were no public comments.

ACTION: Councilmember Anstead moved to approve Consent Calendar Item Nos. 1-6, as presented. Councilmember Anderson seconded. The motion carried 5-0, by the following roll call vote:

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

NOES: None.

ABSTAIN: None.

ABSENT: None.

1. Approve Demand Warrant Register No. 926
2. Approve First Amendment to Agreement for Consultant Services, with ECS Imaging, Inc., to Provide Laserfiche Tech support and Maintenance Services
3. Approve Rejection of Claim for Damages – Jesus Cervantes Estrella c/o Amerberg Law Group
4. Approve Rejection of Claim for Damages – Cruz Estrella Lomeli c/o Amerberg Law Group
5. Adopt **Resolution No. 25-2093**; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, REVOKING BUSINESS LICENSE NUMBER 006982 (NEW ERA PERFORMANCE AND TUNING, LLC), PURSUANT TO SECTION 6819 OF THE AGOURA HILLS MUNICIPAL CODE AND MAKING A DETERMINATION OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT
6. Adopt **Resolution No. 25-2094**; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, TERMINATING THE PROCLAMATION OF A LOCAL EMERGENCY BY THE CITY MANAGER/DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF AGOURA HILLS

CONTINUED ITEM - DISCUSSION / ACTION

7. Discussion Regarding the Community Wildlife Risk Assessment (CWRA) and Consideration of Approval of the Revised CWRA Community Survey Questions
(Continued from January 22, 2025)

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

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

Jay Crutcher, Agoura Hills, representing the Agoura Hills Fire Safe Council

The following person spoke:

Jay Crutcher, Agoura Hills, representing the Agoura Hills Fire Safe Council

Councilmember Wolf requested a link for residents, to opt into emergency email notifications via Code Red.

Following deliberations, Mayor Sylvester called for a motion and second to approve the staff recommendation to approve the revised Survey Questions for the Community Wildfire Risk Assessment Survey, *“with the addition of the (Code Red) link to the emails for participants.”*

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

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

NOES: None.

ABSTAIN: None.

ABSENT: None.

CITY COUNCIL, STAFF COMMENTS

Director of Community Services Brink reported on the success of the Ladyface Mountain Film Festival, thanked the Mayor and Councilmembers who attended, congratulated founders Joe Litzinger and Ally Erush, and noted one of the five goals of the original Cultural Arts Council *“was to start a documentary film festival in Agoura Hills, and here we are!”*

Mayor Sylvester shared her personal remarks about the film festival, noted with the loss of the Regency Theatre, talks were in place with the Las Virgenes Unified School District regarding the use of the Performing Arts Education Center at (Agoura) High School, and acknowledged Harry Schwarz as *“this was one of his dreams and I hope he’s looking down on us and smiling at this time.”*

ADJOURNMENT

At 7:31 p.m., Mayor Sylvester announced the next Regular City Council Meeting would be held at 6:00 p.m. on Wednesday, February 26, 2025, in the Council Chambers of the Civic Center and adjourned the meeting in memory of Joan Yacovone.

Kimberly M. Rodrigues, MPPA, MMC
City Clerk

REPORT TO CITY COUNCIL

DATE: FEBRUARY 26, 2025
TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: NATHAN HAMBURGER, CITY MANAGER
BY: DIEGO IBANEZ, DIRECTOR OF FINANCE
SUBJECT: DEMAND WARRANT NO. 927

Demand Warrant No. 927 is hereby submitted for your approval.

All items on the Demand Warrant are budgeted items; and all the items, when aggregated and annualized, are found to be within budget.

RECOMMENDATION

It is recommended the City Council approve Demand Warrant No. 927.

FEBRUARY 26, 2025

DEMAND WARRANT REGISTER NO. NINE HUNDRED TWENTY-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 No. 927 is a full, true, and correct statement.



Nathan Hamburger, City Manager

Demand Register 927

Date	Check	Vendor	Description	Amount
2/6/2025	117248	A Rental Connection	Supply Rental	1,257.21
2/6/2025	117249	Acorn	Advertising	863.97
2/6/2025	117250	Advanced Chemical Technology	Water Treatment January 2025	340.00
2/6/2025	117251	Agoura Lacrosse Association	Refund Cancelled Practice	360.00
2/6/2025	117252	Blue Table	AHCCC Event	525.00
2/6/2025	117253	Brightview Landscape Services	Landscape Maintenance January 2025	28,634.00
2/6/2025	117254	Burns Pacific Construction	Monthly Rental Fee - December 2024	515.37
2/6/2025	117255	Calabasas Printing	10th Anniversary Poster	50.37
2/6/2025	117256	Caryn A. Kratzer	Refund Security Deposit	1,000.00
2/6/2025	117257	Chabad Of The Conejo	Refund Security Deposit	2,000.00
2/6/2025	117258	CivicPlus, LLC	SeeClickFix License	756.38
2/6/2025	117259	Conejo Valley Tourism Improvement District Inc	CV Tourism 4th Qtr 2024	142,412.28
2/6/2025	117260	County of Los Angeles Department of Public Worl	LCSR269978 - Ladyface Greenway	2,216.63
2/6/2025	117261	Danish Environment Janitorial Services	Rec Center Janitorial Services - December 2024	9,182.08
2/6/2025	117262	Delphine G. Herrera	Instructor Payment	1,098.00
2/6/2025	117263	Direct Tv	Cable Services - February 2025	53.49
2/6/2025	117264	Dish	Rec Center Cable Services February 2025	170.61
2/6/2025	117265	ECO Friendly Millworks, Inc	Rec Center Board	575.00
2/6/2025	117266	Evan Mathieu	Refund Fingerprinting	50.00
2/6/2025	117267	Facilitron Inc.	Community Concert Band Room Rental	381.54
2/6/2025	117268	Fedex	Notary Filing	37.64
2/6/2025	117269	GMZ Engineering, Inc.	Ladyface Greenway Project - December 2024	358,335.25
2/6/2025	117270	Granite Telecommunications, LLC	New Phone Lines	680.60
2/6/2025	117271	GSG Protective Services	Event Center Security 1/13/25 - 1/19/25	630.00
2/6/2025	117272	Jeanette Turnbull	Refund Missed Class	7.00
2/6/2025	117273	Kristin Templin	Refund Security Deposit	1000
2/6/2025	117274	Lance, Soll & Lunghard, LLP	2024 State Controller Report	3,262.00
2/6/2025	117275	Las Virgenes Municipal Water	Water 12/23/24 - 01/23/25	629.09
2/6/2025	117276	Magellan Advisors, LLC	COG Professional Services	12,321.66
2/6/2025	117277	Many Mansions	Refund Security Deposit	1,000.00
2/6/2025	117278	MissionSquare Retirement	RHS Account Fee 10/01/24 - 12/31/24	106.25
2/6/2025	117279	National Utility Locators LLC	Contract Locating January 2025	1,700.00
2/6/2025	117280	Nicole Radoumis	Refund Lot Merger	1,735.00
2/6/2025	117281	Pegasus Studios	Broadcast Services January 2025	1,905.00
2/6/2025	117282	Prudential Overall Supplies	Rec Center Mats	155.39
2/6/2025	117283	RMG Communications	Meeting and Graphic Design	162.50
2/6/2025	117284	Ronald F. Troncatty	Monthly Services - January 2025	1,825.00
2/6/2025	117285	Lanspeed	Monthly Services - February 2025	12,021.00
2/6/2025	117286	Smith Pipe & Supply Inc.	Supplies Chumash Park	1,054.78
2/6/2025	117287	Solid Waste Solutions, Inc.	Annual Hauler Permits and Franchise Agreeeme	5,742.75
2/6/2025	117288	Southern California Edison	Utilities 12/19/24 - 01/20/25	5,940.34
2/6/2025	117289	Suzanne Chan	Refund Cancelled Class	23.00
2/6/2025	117290	T-Mobile USA Inc.	Monthly Services 12/21/24 - 1/20/25	31.15
2/6/2025	117291	TPX Communications	Monthly Communication Services 1/23/25 - 2/	788.91
2/6/2025	117292	Tyler Technologies Inc.	ERP Pro Financials	2,100.26
2/6/2025	117293	Underground Service Alert	New Ticket Charges January 2025	19.25
2/6/2025	117294	Vertical Elevators Solutions Inc	Monthly Elevator Service	155.00
2/6/2025	117295	Vortex	City Hall Repairs	2,047.17
2/6/2025	117296	West Coast Air Conditioning	Maintenance	3,375.00
2/6/2025	117297	West Coast Arborists, Inc	Emergency Response 1/01/25 - 1/15/25	4,712.70
2/6/2025	117298	Willdan	Water Quality Services December 2024	15,645.76
2/13/2025	117299	Acorn	Ad - Holiday on the Hill	840.00
2/13/2025	117300	All City Management	School Crossing Guard January 2025	7,565.11
2/13/2025	117301	At&t Mobility	Ipad Connections - February 2025	792.94
2/13/2025	117302	Avidex Industries	Projector Replacement	40,675.87
2/13/2025	117303	B Safe Playground Inspection Services, Inc	Site Plan & Review Chumash Park	375.00

Demand Register 927

2/13/2025	117304 Berg & Associates, Inc.	Ladyface Greenway December 2024	78,034.42
2/13/2025	117305 Burns Pacific Construction	Maintenance Services January 2025	80,127.57
2/13/2025	117306 Consolidated Ink LLC	EC Staff Shirts	612.27
2/13/2025	117307 Cr Print	Business Cards	227.76
2/13/2025	117308 DBX Inc	HAWK	112,284.97
2/13/2025	117309 Envicom Corporation	Professional Services	2,342.74
2/13/2025	117310 Executive Facilities Services, Inc	Janitorial Services February 2025	2,608.35
2/13/2025	117311 Geodynamics	Professional Services	656.25
2/13/2025	117312 GSG Protective Services	Event Center Security 1/20 - 1/26	1,245.00
2/13/2025	117313 Hailey Rutter	Security Deposit Refund	1,000.00
2/13/2025	117314 Integrated Design 360	Professional Services - January 2025	1,181.00
2/13/2025	117315 Jeff Wachtel	Reimbursement for CERT Supplies	145.66
2/13/2025	117316 Kimley Horn & Assoc.	On-Call Services December 2024	55,323.12
2/13/2025	117317 Las Virgenes Municipal Water	Water 12/16/24 - 1/16/25	4,318.64
2/13/2025	117318 M & L Partnership	Fingerprinting - January 2025	17.50
2/13/2025	117319 m6 Consulting, Inc.	Building Plan Check Services - December 2024	17,401.84
2/13/2025	117320 Magellan Advisors, LLC	COG Professional Services	12,291.65
2/13/2025	117321 Michael Baker International, Inc.	Kanan Corridor Design December 2024	12,336.00
2/13/2025	117322 Rincon Consultants	Bike Master Plan December 2024	6,091.75
2/13/2025	117323 RMG Communications	Graphic Design	350.00
2/13/2025	117324 SaberDome Corp	Hardware	506.33
2/13/2025	117325 SCA of CA LLC	Street Sweeping January 2025	25,235.78
2/13/2025	117326 Smith Pipe & Supply Inc.	Supplies Citywide	1,474.33
2/13/2025	117327 Southern California Edison	Utilities 12/04/24 - 1/03/25	17,517.78
2/13/2025	117328 Sparkletts	Water	234.55
2/13/2025	117329 Spectrum Enterprise	Cable Services 2/03/25 - 3/02/25	179.01
2/13/2025	117330 Staples	Supplies	444.45
2/13/2025	117331 Townsend Public Affairs, Inc.	Consulting Services January 2025	5,000.00
2/13/2025	117332 West Coast Promotional Solutions	Equipment	4,413.15
2/13/2025	117333 Willdan	GIS Services January 2025	460.00
		Total	1,125,902.17
2/7/2025	Payroll PPD 1/25/25 - 2/07/25	PPD 1/25/25 - 2/07/25	262,375.38
		Wire & EFT Total:	262,375.38
		Grand Total	\$ 1,388,277.55

Demand Register No. 927

PASSED, APPROVED, AND ADOPTED this 26th day of February 2025, by the following vote to wit:

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

Penny Sylvester, Mayor

ATTEST:

Kimberly M. Rodrigues, City Clerk

REPORT TO CITY COUNCIL

DATE: FEBRUARY 26, 2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: NATHAN HAMBURGER, CITY MANAGER

BY: CHARMAINE YAMBAO, SENIOR CIVIL ENGINEER

SUBJECT: CONTRACT AWARD FOR FISCAL YEAR 2024-25 PAVEMENT REHABILITATION PROJECT; NIB 24-05

On May 8, 2024, the City Council authorized staff to seek bids for the Fiscal Year 2024-25 Pavement Rehabilitation Project; NIB 24-05 (Project). The Project includes, but is not limited to, the following: Resurfacing seven (7) streets with Type II slurry seal and Rubberized Hot Asphalt Mix, crack sealing, localized aggregate base and pavement repair, speed hump replacement, restriping, and installation of pavement markings. Additionally, the Project includes bikeway improvements that are proposed in the City's Bicycle Master Plan (BMP).

The City of Agoura Hills (City) Pavement Rehabilitation Program is an annual Capital Improvement Project (CIP) identified in the City's adopted 5-Year CIP Program. Each year, the City designs and implements projects as part of the CIP to extend the life of our local roadways. In Fiscal Year 2023-24, the City was granted State earmark funds for implementation of the City's Bike Master Plan, thanks to the advocacy and support from Assemblymember Jacqui Irwin. With additional grant funding to implement bikeway improvement projects, the City has combined its annual pavement rehabilitation project with the bikeway improvements to maximize the scope of work for roadway improvements with the allocated earmark funding.

The Project included the following streets:

Street Name	From	To
Lake Lindero Drive	S/ Thousand Oaks Boulevard	N/Canwood Street
Thousand Oaks Boulevard	E/Kanan Road	E/Carell Avenue
Canwood Street	W/Lake Crest Drive	W/Alfonso Drive
Reyes Adobe Road	S/ Thousand Oaks Boulevard	S/Canwood Street
Argos Street	S/ Thousand Oaks Boulevard	N/Driver Avenue
Driver Avenue	W/Argos Street	W/Easterly Road
Chesebro Road	N/Driver Avenue	S/5402 Chesebro Road

The Project was scheduled to go out to bid in Spring 2024 with construction planned for Summer 2024, but funds from the State earmark were delayed. The City delayed the bidding process until early 2025 to ensure that the State earmark funds were secured prior to the start of construction.

With the delay of the Project, one of the roads segments was paved ahead of the larger Project last Summer. Chesebro Road, between Driver Road and south of the Los Angeles County Bridge, was originally included as part of the Fiscal Year 2022-23 Pavement Rehabilitation Project, but was removed due to the Chesebro Canyon Park Project, a National Parks Service construction project, which required a large number of trucks to haul material to and from the site. The transporting of materials on Chesebro Road would have caused extensive damage to the proposed pavement improvements that fiscal year.

In order to stay in line with our current Pavement Management System (PMS) and take advantage of construction prices, the City elected to move forward with the paving of Chesebro Road in the summer of 2024. At the time, The City of Westlake Village awarded their 2023-24 Annual Street Resurfacing to J & H Engineering General Contractors.

The City of Agoura Hills and the City of Westlake are part of the Joint Power Authority, which permitted the City to request a quote from J & H Engineering General Contractors to conduct the pavement rehabilitation for Chesebro Road. The City of Agoura Hills was able to conduct the project under the City's Municipal Code Chapter 7 Section 2704 (a)(2) "piggy backing" exception. The project was completed on time and within the approved budget.

On January 30, 2025, the City received three (3) electronic bids through Planetbids. All three (3) bids received were responsive. The bid results are as follows:

Contractor	Base Bid Amount
Mission Paving and Sealing, Inc.	\$524,938.00
Pavement Coatings Company	\$596,600.00
American Asphalt South, Inc.	\$631,300.00

Staff reviewed the bid of the apparent low bidder, Mission Paving and Sealing, Inc., and deemed their bid to be responsive and acceptable. Mission Paving and Sealing, Inc. provided references to similar projects from other public agencies, and were all in good standing. Mission Paving and Sealing, Inc. has worked with the City on previous paving projects and had positive results.

The Project is anticipated to start at the end of the 2024-25 School Year and is estimated to take no longer than 45 days.

FISCAL IMPACT

The Fiscal Year 2024-25 Budget included \$400,000.00 in the Annual Overlay Account (022-4640-630500) of Road Rehabilitation and Recovery Act Funds (SB1) and

\$500,000.00 in the Bike Improvement Funds Account (260-4640-6305.00), providing a total of \$900,000.00 for the Project.

The contract for the Chesebro Road improvements was completed using the Road Rehabilitation and Recovery Act Funds (SB1). The total contract was \$127,608.96, leaving a remaining balance of \$272,391.04 in the SB1 Account for the larger Project.

The remaining budget for Project is \$772,391.04.

The recommended contract amount is \$524,938.00 with a 15% contingency of \$78,740.70 for unforeseen changes during construction. The total \$603,678.70 is within the remaining Fiscal Year 2024-25 Budget for the Project.

RECOMMENDATION

Staff respectfully recommend the City Council:

1. Award a contract, in the amount of \$524,938.00, to Mission Paving and Sealing, Inc. for Fiscal Year 2024-25 Pavement Rehabilitation Project; NIB 24-05;
2. Authorize the Mayor to sign the agreement; and
3. Authorize the City Engineer to issue Contract Change Orders within the \$78,740.70 contingency.

REPORT TO CITY COUNCIL

DATE: FEBRUARY 26, 2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: NATHAN HAMBURGER, CITY MANAGER

BY: RAMIRO ADEVA, ASSISTANT CITY MANAGER

SUBJECT: APPROVE PUBLIC HEALTH SERVICES CONTRACT WITH THE LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH

State law allows cities to contract with a County for the administration of local public health services and the performance by the County Health Officer of any enforcement functions within the City related to ordinances of public health and sanitation, and all inspections and other related functions within the City (Health and Safety Code Section 101400). The City of Agoura Hills (City) is one of 85 cities in Los Angeles County (excluding the Cities of Long Beach, Pasadena and Vernon) that has a contract to allow the County's Health Officer to serve as the local health officer for the City.

On October 22, 2024, the Los Angeles County Board of Supervisors approved an updated replacement contract to be used for each city for health officer services. Although the scope of services remains unchanged, there were terms, legal citations, and statutory references in the existing contract that were outdated. The updated local administration of public health services contracts includes these updated statutory references and updated contractual language that aligns current public health practice.

Approval of the recommended actions will not impact any current services provided by the Department of Public Health (DPH) to the cities. It will allow DPH to finalize updated contracts with cities that accurately reflect current laws and regulations, as well as aligning the contractual language with current public health practice.

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

FISCAL IMPACT

So long as the scope and level of services provided to the City remain unchanged, there is no fiscal impact to the City as a result of this update to the contract. The only instance additional costs would be realized would be for any special requests outside the normal scope of services covered by the contract. Staff does not anticipate the need for any special services at this time.

RECOMMENDATION

Staff Respectfully recommends the City Council:

1. Approve the attached Public Health Services Contract between the City of Agoura Hills and the Los Angeles County Department of Public Health, and
2. Authorize the City Manager to execute the contract.

Attachment: Public Health Services Contract

**DEPARTMENT OF PUBLIC HEALTH
PUBLIC HEALTH SERVICES CONTRACT**

THIS CONTRACT "Contract" is made and entered into on _____

by and between

COUNTY OF LOS ANGELES
(hereafter "County")

and

CITY OF AGOURA HILLS
(hereafter "City")

THIS PUBLIC HEALTH SERVICES CONTRACT ("Contract") is made by and between the County of Los Angeles, hereinafter referred to as the "County", and the City of Agoura Hills hereinafter referred to as "City."

RECITALS:

The City desires to continue to contract with the County for the performance of public health services by the County's Department of Public Health ("Public Health"), for the County's Health Officer to act as the City's Health Officer, and for the County's Department of Public Health to serve as the City's Environmental Health Department.

The County agrees to continue performing such services on the terms and conditions set forth in this Contract.

This Contract is authorized by California Health and Safety Code Sections 101400 and 101405.

To effectuate public health services for the City, the County and its duly appointed Health Officer shall exercise the powers and duties that are conferred upon local health officers by law.

The County Health Officer shall fulfill the obligations and exercise the authority conferred by California Health and Safety Code Sections 101470 and 101475 within the territorial jurisdiction of the City in the performance of this Contract.

THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **TERM:** This Contract shall become effective upon date of execution, and replace all prior contracts for public health services between the City and County. This contract shall continue in full force and effect until June 30, 2029. Subject to Section 7 below, this Contract shall thereafter be automatically renewed for consecutive five (5) year terms, for an indefinite period, without further action by either City or County, unless City or County terminates the Contract in the manner set forth in Section 7.
2. **PUBLIC HEALTH SERVICES:** The County and the County's Health Officer shall observe and enforce within the territorial jurisdiction of the City all of the following:
 - a. Orders, quarantine, and other regulations, concerning public health, prescribed by the California Department of Public Health ("CDPH").
 - b. Statutes relating to public health.
 - c. Provisions of Los Angeles County Code, Title 11, and any amendments thereto, as adopted by City by ordinance or resolution, to the same extent as they are enforced in the unincorporated area of the County.
3. **DESCRIPTION OF PUBLIC HEALTH FUNCTIONS:**
 - a. The performance of all public health services, the standard of performance and other matters incidental to the performance of public health services and observation and enforcement of public health statutes, regulations, ordinances and CDPH orders and guidance shall be determined solely at the discretion of the County Health Officer and/or Director of County

Public Health. The control of County personnel under this Contract shall remain exclusively with the County.

- b. The County agrees to continue to perform for the City such public health services as are authorized or mandated by state laws or regulations related to public health, to be performed by the local health officer or local enforcement agency.

- i. Pursuant to California Health and Safety Code section 101045, the County shall investigate health and sanitary conditions in detention facilities operated by the City, if any. County may bill and receive payment from City for inspection and reporting services in the manner provided by Paragraph 4, subsections (g) and (h) of this Contract.

- ii. For future enactments of state law or regulation, County agrees to perform public health services that impose a specific duty or obligation on the local health officer to observe or enforce. Should future state law statutory or regulatory enactment related to public health not impose a duty or obligation on the local health officer, City may request in writing that the County perform that public health service. Should County elect to perform that discretionary public health service for City, pursuant to such City request, then County may bill and receive payment from City for inspection and reporting services in the manner provided by Section 4, subsections (g) and (h) of this Contract.

- c. The County agrees to continue to perform for the City such public health services as authorized or mandated by provisions of Title 11 of the Los Angeles County Code, and any amendments or additions thereto, that the City has adopted via ordinance or resolution.

- i. Should the County Board of Supervisors enact future provisions to or amend existing provisions of Title 11 of the Los Angeles County Code, County will inform the City of the newly enacted provision or amendment via email to the City's Manager, and describe the

enacted new provision or amendment and the impact to the services performed under this Contract, if any.

- ii. For future ordinances that may be enacted by the Board of Supervisors into Title 11 of the Los Angeles County Code, in order for the County to observe and enforce that enacted ordinance within the City, the City must approve the incorporation of the identical version of that new Title 11 provision into its municipal code via ordinance or by resolution of the City Council.
 - iii. Any future amendments to provisions of Title 11 of the Los Angeles County Code that exist in the City's Municipal Code at the date of the execution of this Contract, shall be incorporated by the City into its municipal code.
- d. The County shall issue public health permits and licenses to permittees located within the City and collect the fees as provided for in Los Angeles County Code, Title 8, Chapter 8.04. Such fees shall be retained by County Public Health for the benefit of County as full compensation for the services performed by the Public Health Director and County Health Officer on behalf of the City.
- i. County may, from time to time, amend or alter the public health permit or license fees charged to those individuals or entities required to obtain a public health permit or license pursuant to either state statute or Los Angeles County Code, Title 8, Chapter 8.04.
 - ii. City may not set, collect, or retain public health permit or license fees for any public health service performed by County under this Contract.
- e. For the purpose of performing said functions, County shall furnish and supply all necessary labor, supervision, equipment, and supplies necessary to provide the public health services described in this Contract and as necessary to protect the public health, safety, and welfare as determined by Public Health in its sole discretion. All persons employed in

the performance of public health services and functions under this Contract shall be County personnel.

4. GENERAL TERMS:

- a. To facilitate the performance of public health services, City and County will cooperate and assist each other to fulfill the purpose and intent of this Contract.
- b. Exhibit A of this Contract, which is attached hereto and incorporated herein, shall provide the language of the City's Municipal Code, as amended, that reflects the City's specific adoption of Division 1 of Title 11 of the Los Angeles County Code as of the effective date of this Contract. Exhibit A may be revised to reflect any changes to the City's Municipal Code regarding Title 11 of the Los Angeles County Code.
- c. All persons employed in the performance of such public health duties, functions and services for City shall be County employees or personnel and no City employee shall be supplanted by County, and no person employed by County under this Contract shall have any City pension, civil service, or any status or right.
- d. The City shall not be called upon to assume any liability for the direct payment of any salary, wages or other compensation to any County personnel performing services hereunder for the City, or be liable for compensation to or required to indemnify any County employee for injury or sickness arising out of his or her employment.
- e. The parties have executed an Assumption of Liability Contract approved by the Board of Supervisors on December 27, 1977, and/or a Joint Indemnity Contract approved by the Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this Contract by reference. In the event that the Board of Supervisors later approves a revised Joint Indemnity Contract, and the City executes the

revised contract, the subsequent contract as of its effective date shall supersede the contract previously in effect between the parties hereto.

- f. City is not required to separately reimburse County for the performance or enforcement of any City ordinance or resolution which adopts identical provisions of Los Angeles County Code, Title 11, and its amendments.
- g. Should City request in writing additional public health services of the County, that are not required by statute, regulation or CDPH Order, or as provided in Title 11 of the Los Angeles County Code, the County may charge the City, at rates approved by the Board of Supervisors, an hourly rate that will reimburse the County for the costs for the provision of those specific public health services.
- h. County, through its Director of Public Health, must render to City within twenty (20) calendar days after the close of each calendar month an itemized invoice which covers all extra services performed for City if such services were requested by the City in writing, during said month, and City must pay County within thirty (30) days after date of such invoice.
- i. If a violation of public health statutes, regulations or ordinances results in a public health hazard within the City, County will notify the City Manager in writing. If the City elects to pursue legal prosecution or abatement, City shall provide to County contact information for counsel that will represent the City or the People in any legal proceeding to abate or mitigate the public health hazard. City shall bear the full cost of such proceedings. County may bill City on an hourly basis for time spent by County employees participating in such legal proceedings.

5. **NOTICES:** Notices hereunder must be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Public Health Director, or the Director's designee, is authorized to execute all notices or demands which are required or permitted by County under this Contract.

Addresses and parties to be notified may be changed by providing at least ten (10) working days prior written notice to the other party.

A. Notices to County must be addressed as follows:

- (1) Department of Public Health
Environmental Health – Administrative Headquarters
5050 Commerce Drive
Baldwin Park, California 91706
Attention: Director, Environmental Health
E-mail: EHAdmin@ph.lacounty.gov
- (2) Department of Public Health
Contracts and Grants Division
5555 Ferguson Drive, 2nd Floor, Suite 210
Commerce, CA 90022
Attention: Division Director
Email: contracts-grants@ph.lacounty.gov
- (3) Department of Public Health
Office of the Director
Attention: Director, Public Health
313 North Figueroa Street
Los Angeles, CA 90012
Email: DPHDirector@ph.lacounty.gov

B. Notices to City must be addressed as follows:

- (1) City of: Agoura Hills
Attention: City Manager
30001 Ladyface Court
Agoura Hills, CA 91301
Email: nhamburger@agourahillscity.org
Phone: (818) 597-7300

6. **GOVERNING LAW, JURISDICTION, AND VENUE:** This Contract will be governed by, and will be construed in accordance with, the laws of the State of California. City agrees and consents to the exclusive jurisdiction of the courts of the State of California or the United States Courthouse, Central District, Western Division, for all purposes regarding this Contract and further agrees and consents

that venue of any action brought under this Contract shall be exclusively in the County of Los Angeles.

7. **TERMINATION FOR CONVENIENCE:** The performance of services under this Contract may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County or City to be in their own best interest. Termination of services hereunder shall be effectuated by the delivery of an advance written Notice of Termination of the entire Contract by one party to the other at least one hundred and eighty (180) calendar days prior to July 1 of the following calendar year. The termination of services may only be effective on July 1 of the calendar year, so as to assure no lapse in public health and local health officer services to the residents of City.
8. **ALTERATION OF TERMS/AMENDMENTS:** The body of this Contract and any Exhibits attached hereto, and documents incorporated by reference, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Contract. No addition to, or alteration of, the terms of this Contract, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Contract which is formally approved and executed by the parties in the same manner as this Contract.
9. **INDEPENDENT CONTRACTOR STATUS:** This Contract is by and between the County and City and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and City. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

10. NO INTENT TO CREATE A THIRD-PARTY BENEFICIARY CONTRACT:

Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person shall acquire any rights as a third-party beneficiary under this Contract.

11. VALIDITY: If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

12. WAIVER: No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by its Director of Public Health, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officer, the month, day, and year first written above.

CITY OF AGOURA HILLS

COUNTY OF LOS ANGELES

By: _____
Nathan Hamburger
City Manager

By: _____
Barbara Ferrer, Ph.D., M.P.H., M.Ed.
Director

Date: _____

Date: _____

APPROVED AS TO FORM
BY THE OFFICE OF THE CITY ATTORNEY

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

CANDICE LEE, City Attorney

DAWYN R. HARRISON, County Counsel

By: _____
City Attorney

APPROVED AS TO CONTRACT
ADMINISTRATION:
Department of Public Health

Date: _____

By: _____
Contracts and Grants Division

ATTEST:
KIMBERLY M. RODRIGUES, City Clerk

Date: _____

By: _____
City Clerk

Date: _____
(AFFIX CORPORATE SEAL HERE)

#07642:db

Exhibit A:

CITIES - HEALTH OFFICER - ADOPTION OF COUNTY CODE

AGOURA HILLS

ADOPTION OF OUR COUNTY CODE TITLE 8 & TITLE 11

5100. - Adoption of health code.

Except as provided herein, Division 1 (Health Code) of Title 11, (Health and Safety) of the Los Angeles County Code, as amended and in effect on December 1, 2018, is hereby adopted by reference as the Health Code of the City of Agoura Hills. In the event that any conflict or ambiguity arises between the provisions of the health code adopted in this section and any other provisions of the Agoura Hills Municipal Code, the provisions of the Agoura Hills Municipal Code shall prevail.

(Ord. No. 19-441, § 1, 2-13-19)

5101. – Amendment to health code.

(a) Notwithstanding the provisions of section 5100, the following words and phrases used in the Division 1 (Health Code) of Title 11 (Health and Safety) of the Los Angeles County Code are hereby amended to be defined as follows:

- 1."County of Los Angeles" shall mean the City of Agoura Hills, except where the County of Los Angeles is the correct notation due to circumstances.
- 2."Unincorporated area or territory of the County of Los Angeles" shall mean and include the area of the City of Agoura Hills in its true geographical location.

(b) Notwithstanding the provisions of section 5100, the Health Code of the City of Agoura Hills is hereby amended by amending Section 11.16.090 thereof to read:

11.16.090. Keeping animals and birds—location restrictions and sanitation requirements. A person shall not keep any animal, fowl or bird, wild or domestic, other than cats, dogs, canaries or birds of the psittacine family, within twenty-five (25) feet of any restaurant or food establishment, or within one hundred (100) feet of any school building, hospital building or other similar institutional building. It is unlawful to keep or maintain a premises, yard, coop or building in which fowl or animals are maintained in a foul or unsanitary condition. The provisions of this section regarding distances shall not apply to accredited laboratories regulated by the state department of public health.

(Ord. No. 19-441, § 1, 2-13-19)

Cross reference— Animals and fowl generally, § 3300 et seq.

5102. - Adoption of public health licenses regulations.

Except as provided herein, Division 1 (Public Health Licenses) of Title 8 (Consumer Protection, Business and Wage Regulations) of the Los Angeles County Code, as amended and in effect on December 1, 2018, is hereby adopted by reference as the public health licenses regulations of the City of Agoura Hills. In the event that any conflict or ambiguity arises between the provisions of the public health licenses regulations adopted in this section and any other provisions of the Agoura Hills Municipal Code, the provisions of the Agoura Hills Municipal Code shall prevail.

(Ord. No. 19-441, § 1, 2-13-19)

CITY MUNICIPAL CODE EXCLUSION OF SPECIFIC PUBLIC HEALTH SERVICES

None

REPORT TO CITY COUNCIL

DATE: FEBRUARY 26, 2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: NATHAN HAMBURGER, CITY MANAGER

BY: DENICE THOMAS, COMMUNITY DEVELOPMENT DIRECTOR
GENE BURSE, SENIOR PLANNER

SUBJECT: APPROVE AGREEMENTS BETWEEN THE PROPERTY OWNER (GELT), ENVICOM CORPORATION, AND THE CITY OF AGOURA HILLS TO PREPARE AN ADDENDUM TO THE PALO CAMADO RANCH SUBDIVISION ENVIRONMENTAL IMPACT REPORT RELATED TO CONSTRUCTION OF A SINGLE-FAMILY RESIDENCE

The purpose of this item is to seek approval of two agreements. The first agreement is with Brian Gelt (Applicant), for the payment of costs associated with the preparation of an Addendum to the Palo Comado Ranch Subdivision Environmental Impact Report (EIR) by Envicom Corporation (Consultant). The agreement amount totals \$7,800, which includes the Consultant's cost of preparing the Addendum to the EIR in the amount of \$6,500, with an additional \$1,300 (20 percent of Consultant's cost) to cover City costs to manage preparation of the Addendum to the EIR, including preparing legal notices, mailings, and consultant coordination. The second agreement is for consultant services with Envicom Corporation with the City agreeing to pay the Consultant for performing services and tasks related to the preparation of the Addendum to the EIR.

Both agreements have been reviewed by the City Attorney and approved as to form.

The Applicant submitted an application for a proposed 2-story, 4,131 square-foot single-family dwelling. City staff has preliminarily determined that, at a minimum, an Addendum to the EIR is necessary, unless the City determines otherwise following the preparation of the Addendum.

The Consultant has submitted a proposed scope of work to prepare the Addendum, and staff finds the proposal acceptable. The Consultant has provided California Environmental Quality Act document preparation services for the City several times in the past, and staff has been pleased with the firm's quality of work and timely product deliveries.

FISCAL IMPACT

There is no fiscal impact to the approved City Council 2024-25 Budget as both the cost of the preparation of the Addendum to the EIR and the cost associated with managing

the project by staff will be paid by the Applicant. The duration of the contractual agreement is one year. The full amount of the agreement (\$7,800) will be collected from the Applicant prior to the commencement of work.

RECOMMENDATION

Staff respectfully recommends the City Council 1) approve the agreement between the property owner (Gelt) and the City of Agoura Hills for the payment of consulting services to Envicom Corporation and 2) approve the agreement between the City of Agoura Hills and Envicom Corporation for consulting services to prepare an addendum to the EIR which analyzes the impacts of constructing a single-family residence in the Palo Comado Ranch Subdivision.

Attachments: A. Agreement for Payment of Costs
B. Agreement for Consultant Services

AGREEMENT BETWEEN APPLICANT AND THE CITY OF AGOURA HILLS
FOR PAYMENT OF COSTS IN CONNECTION WITH THE PREPARATION OF
ENVIRONMENTAL DOCUMENTATION

NAME OF APPLICANT:

Brian Gelt

APPLICANT'S ADDRESS:

5660 Buffwood Place
Agoura Hills, CA 91301

CITY'S ADDRESS:

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

COMMENCEMENT DATE:

January 13, 2025

TERMINATION DATE:

January 13, 2026

CONSIDERATION:

\$7,800.00

**AGREEMENT FOR PAYMENT OF COSTS
IN CONNECTION WITH THE PREPARATION OF
ENVIRONMENTAL DOCUMENTATION**

THIS AGREEMENT is made this January 13, 2025, by and between the City of Agoura Hills, a general law city and municipal corporation (hereinafter "City"), and Brian Gelt (hereinafter "Applicant"), who agree as follows:

1. Applicant requests that California Environmental Quality Act documentation ("environmental documentation") be prepared for and under the direction of City, but at Applicant's expense, for consideration in connection with processing of an Addendum to the Palo Comado Ranch EIR associated with the development of a new single-family residence proposed at 6461 Chesebro Road, AIN: 2055-029-001.

2. Costs for preparation of the environmental documentation will be as follows:

a. Costs incurred pursuant to an agreement between Envicom Corporation (hereinafter "Consultant") and City for preparation of the environmental documentation, the scope of work of which is attached hereto as Exhibit A. Consultant's estimate of the maximum cost of Consultant's services in the preparation of the environmental documentation is six thousand five hundred dollars and zero cents (\$6,500) ("Consultant's Cost").

b. Staff time for research, writing, reviewing and processing, calculated by the number of hours spent times the current hourly rate of the employee or contractor, plus general overhead costs. This amount is estimated to be 20 percent of Consultant's Cost, i.e. one thousand three hundred dollars and zero cents (\$1,300.00) ("Administrative Cost").

c. Additional consultant and administrative costs not included within the estimates in subsections (a) or (b) of this Section. To the extent such additional costs arise out of (1) new information supplied to the City regarding the project or its environmental impacts following commencement of the draft environmental document; (2) incomplete or inaccurate information supplied to the City by Applicant or Applicant's agents; or (3) revisions to the environmental document made necessary, in the City's judgment, by changes to the Applicant's project ("Additional Cost").

3. Applicant hereby agrees to pay City in full for all costs and expenses incurred by City for preparation of the environmental documentation. Concurrently with execution of this Agreement, Applicant shall pay City the full amount of seven thousand eight hundred dollars and zero cents (\$7,800.00) (Consultant's Cost plus Administrative Cost) to defray the costs of preparation of the environmental documentation and agrees to pay such Additional Costs or other additional sums as may be billed by City for preparation of the environmental documentation within fifteen (15) days from the date of any invoice, or prior to consideration of the Project by the City Planning Commission or

City Council, whichever first occurs.

4. Any excess of the amount deposited over the actual cost incurred in connection with preparation of the environmental documentation shall be refunded by City to Applicant within fifteen (15) days from the date the Notice of Determination for the Project is filed with the County Clerk.

5. In the event Applicant abandons the Project and upon written request from Applicant directed to City's Community Development Director, City will terminate or suspend performance of work by Consultant under the contract between City and Consultant. Applicant shall pay City for all costs incurred by City pursuant to its contract with Consultant and for all administrative and actual costs incurred by City.

6. Applicant shall not communicate with or discuss any matters relating to the preparation of environmental documentation with Consultant without prior approval from City's Community Development Director or his or her duly authorized representative. Applicant shall address all questions regarding scheduling, content or distribution of the environmental documentation, or any related matters, to City staff, and not to Consultant. In no case may Developer direct Consultant as to how to undertake or prepare Consultant's work product. The purpose of this provision is to ensure that the environmental documentation is objective and is prepared on behalf of City, and not a document prepared for purposes of advocating approval of the Project.

7. Applicant hereby acknowledges and agrees as follows:

a. City has sole discretion to select which of its employees are assigned to work on Applicant's applications;

a. City has sole discretion to determine which persons City will hire as employees and contractors to work on the Applicant's applications;

c. City has sole discretion to direct the work and evaluate the performance of the employees and contractors whom the City hires to work on Applicant's applications and City retains the right to terminate or replace at any time any employee or contractor who is assigned to work on Applicant's applications;

d. City has sole discretion to determine the amount of compensation paid to employees and contractors hired by City to work on environmental documentation.

8. City and Applicant hereby acknowledge and agree that processing of Applicant's application is not contingent on the hiring of any specific contractor or consultant.

9. City and Applicant hereby acknowledge and agree that the

Applicant's duty to reimburse the City is not contingent upon the City's approval or disapproval of the Project or upon the result of any action of the City. Applicant acknowledges and understands that this Agreement in no way obligates the City to approve any entitlements or environmental documentation for the Project. The City and its elected and appointed officials retain sole discretion to either approve or deny any of the environmental documents or entitlements that are subject to or related to this Agreement and needed to effectuate the Project. Furthermore, the Applicant acknowledges that the City makes no promise, representation or warranty, express or implied, as to the timing of City's processing of the Project.

10. Conflict of Interest. Applicant makes the following warranties for the 12-month period preceding the submission of its application for the Project. Applicant warrants that it has not entered into any arrangement to pay financial consideration to, and has not made any payment to the Consultant, or any of the Consultant's agents or employees. Applicant further warrants that it has not entered into any arrangement to pay financial consideration to, and has not made any payment to, any City official, agent or employee ("City Official") that would create a legally cognizable conflict of interest as defined in the Political Reform Act (California Government Code Sections 87100 *et seq.*). Furthermore, during the existence of City's contract with the Consultant, Applicant shall not enter into or cause any other person to enter into any financial relationship on behalf of or for the benefit of Applicant with (i) the Consultant or (ii) any City Official. During such period, Applicant shall not propose or cause any other person to propose to enter into any future financial relationship on behalf of or for the benefit of Applicant with (i) the Consultant or (ii) any City Official. If Applicant cannot provide such warranty because Applicant has entered into an arrangement to pay financial consideration to, or made payment to, a City Official that would create a legally cognizable conflict of interest, Applicant shall then be obligated to disclose such information to the Community Development Director in writing within five (5) days of the execution of this Agreement.

11. Entire Agreement. This Agreement constitutes the entire agreement between the parties thereto with respect to the subject matter of this Agreement. City and Applicant acknowledge that they have neither made nor accepted any other promise or obligation with respect to the subject matter of this Agreement.

12. Amendment. This Agreement, including any exhibits hereto if applicable, may only be amended by a written document signed by the parties thereto.

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

14. Attorney's Fees. In the event that City is required to initiate litigation to enforce this agreement or collect any sum due hereunder, the City shall be entitled to recover its reasonable attorneys' fees and costs of suit should the City prevail.

15. Assignment. This Agreement shall be binding on and inure to the benefit of the parties and their heirs, successors, and assigns of the parties. Notwithstanding the foregoing, any reimbursement rights hereunder shall remain with Applicant unless Applicant specifically assigns those rights to a successor by a written assignment delivered to City. Applicant may assign its rights and transfer its obligations under this Agreement only with City's prior written consent, which shall not be unreasonably withheld or delayed. Immediately upon the granting of such consent and City's receipt of a duly executed assignment and assumption agreement by Applicant and Assignee in accordance with the requirements of this Agreement, Applicant shall be released from all liability and obligations hereunder.

16. No Agency, Joint Venture or Partnership. City and Applicant hereby renounce the existence of any form of agency, relationship, joint venture, or partnership between City and Applicant and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating such a relationship between City and Applicant.

17. Governing Law. This Agreement shall be governed by the laws of the State of California and the exclusive venue for all disputes arising hereunder shall be the Superior Court for the County of Los Angeles.

18. Effect of Waiver. No Waiver of any provision of this Agreement shall be considered a waiver of any provision or any subsequent breach of the same or any other provision including the time for performance of any such provisions. The exercise by a party of any remedy provided in this Agreement or at law shall not prevent that party from any other remedy provided in this Agreement or at law.

19. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

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

21. Notice and Payments. All written notices and payments to be given or made under this Agreement shall be transmitted by personal delivery or by mail. Notices or payments given or made by mail shall be addressed as follows:

IF TO THE CITY:

City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301
Attn: City Manager

IF TO THE APPLICANT:

Brian Gelt
5660 Buffwood Place
Agoura Hills, CA 91301

When so addressed, notices or payments shall be deemed given or made upon deposit in the United States Mail, postage prepaid. In all other instances, notices or payments shall be deemed given or made at the time of actual delivery. Changes may be made in the names of persons to whom notices or payments are to be given or made, or in the addresses to which notices or payments are to be given or made, by the giving of notice pursuant to this section.

[Signatures provided on the following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF AGOURA HILLS:

By: _____
Penny Sylvester
Mayor

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk

APPROVED AS TO FORM:

Candice K. Lee
City Attorney

APPLICANT:

By: DocuSigned by: Brian Gelt
EFE43B828685486...
Name: Brian Gelt
Title: Owner/Applicant

By: DocuSigned by: Brian Gelt
EFE43B828685486...
Name: Brian Gelt
Title: Owner/Applicant

AGREEMENT FOR CONSULTANT SERVICES
WITH THE CITY OF AGOURA HILLS

NAME OF CONSULTANT:	Envicom Corporation
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Attn: Laura Kaufman
CONSULTANT'S ADDRESS:	4165 E. Thousand Oaks Blvd Suite 290 Westlake Village, CA, 91362
CITY'S ADDRESS:	City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attn: City Manager
PREPARED BY:	Gene Burse
COMMENCEMENT DATE:	January 13, 2025
TERMINATION DATE:	January 13, 2026
CONSIDERATION:	Contract Price Not to Exceed: \$6,500

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

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

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN
THE CITY OF AGOURA HILLS AND ENVICOM
CORPORATION**

THIS AGREEMENT is made and effective as of January 13, 2025, between the City of Agoura Hills, a municipal corporation ("City") and Envicom Corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on January 13, 2025, and shall remain and continue in effect until tasks described herein are completed, but in no event later than January 13, 2026, 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 Six-Thousand Five Hundred Dollars and Zero Cents (\$6,500.00) 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

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

9. INSURANCE REQUIREMENTS

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

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

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

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

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

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.

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.

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

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

10. INDEPENDENT CONSULTANT

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

B. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of City. Consultant and Consultant's personnel shall not supervise any of City's employees; and City's employees shall not supervise Consultant's personnel. Consultant's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as a City employee; and Consultant's personnel shall not use any City e-mail address or City telephone number in the performance of any of the services and tasks under this Agreement. Consultant shall acquire and maintain at its sole cost and expense such vehicles, equipment, and supplies as Consultant's personnel require to perform any of the services and tasks required by this Agreement. Consultant shall perform all services and tasks off of City premises at

locations of Consultant's choice, except as otherwise may from time to time be necessary in order for Consultant's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product related to Consultant's performance of any services and tasks under this Agreement, or as may be necessary to inspect or visit City locations and/or private property to perform the services and tasks. City may make a computer available to Consultant from time to time for Consultant's personnel to obtain information about, or to check on, the status of projects pertaining to the services and tasks performed under this Agreement. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

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

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

11. PERS COMPLIANCE AND INDEMNIFICATION

A. General Requirements. The parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Consultant agrees that, in

providing its employees and any other personnel to City to perform the services and tasks under this Agreement, Consultant shall assure compliance with the Public Employees' Retirement Law, commencing at Government Code Section 20000, the regulations of PERS, and the Public Employees' Pension Reform Act of 2013, as amended. Without limitation to the foregoing, Consultant shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the applicable retirement laws and regulations.

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

12. LEGAL RESPONSIBILITIES

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

13. RELEASE OF INFORMATION

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

B. Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub-consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review

any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES

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

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

To Consultant: **Envicom Corporation**
4165 E. Thousand Oaks Blvd.
Suite 290
Westlake Village, CA 91362
Attention: Laua Kaufman

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.

22. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CITY OF AGOURA HILLS

Penny Sylvester
Mayor

ATTEST:

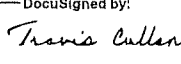
Kimberly M. Rodrigues, MMC
City Clerk

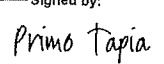
APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

CONSULTANT

Envicom Corporation
4165 E. Thousand Oaks Blvd.
Suite 290
Westlake Village, CA 91362
Laura Kaufman
818-879-4700

By: 
Name: Travis Cullen
Title: President

By: 
Name: Primo Tapia
Title: vice President

[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 is outlined in the attached Proposal to Prepare and Addendum to the Palo Comado Ranch EIR 6461 Chesebro Road Residential Project (Project No. 2024-138-01)

EXHIBIT B

PAYMENT RATES AND SCHEDULE

- 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.



PROFESSIONAL FEE SCHEDULE January 1, 2024

The Envicom Professional Fee Schedule provides the rates for labor, expenses, and reimbursable costs that will be charged for our professional and support services. The following provides a breakdown for our Personnel, Project-Related Expenses, and Equipment Rates

PERSONNEL

Principal	\$230.00
Director	\$180.00-220.00
Senior Project Manager	\$130.00-\$180.00
Noise Services Manager	\$170.00
Principal/Senior Biologist	\$125.00-155.00
Project Manager	\$115.00-\$135.00
Associate Project Manager	\$100.00-\$115.00
Environmental Analyst/Planner	\$85.00-\$115.00
Staff Biologist	\$85.00-\$115.00
Restoration Ecologist/Arborist	\$135.00
GIS/Mapping	\$100.00-\$150.00
Cultural Resource Field Technician/Monitor	\$65.00-\$90.00
Project Assistant/Production Specialist	\$80.00
Intern	\$55.00

Expert Witness testimony: One and one half times above listed rates (including depositions).

PROJECT-RELATED EXPENSES

A **communication fee** of three percent (3%) of total labor billings will be charged for in-house costs for phone, fax, e-mail, postage, personal computer use, interim working copy reproductions and records maintenance/retention. **Travel expenses** (hotels, meals, rental vehicles, etc.) are charged at cost plus ten percent (10%). Per Diem charge for subsistence may be negotiated in lieu of actual direct expenses for hotels/meals. **Printing/Reproduction** rates for black and white copies will be charged at \$0.15 per page and in-house color copies at \$1.00 per 8.5x11 and \$1.50 per 11x17 copy. Oversized copies and plots will be as quoted. **Personal vehicle** use will be at the current IRS rate per mile. **Out of pocket direct expenses** identifiable to an assignment will be charged at cost plus ten percent (10%). **Subcontractors and sub-consultants** services billed at cost plus 10 percent (10%).

EQUIPMENT RATES

Envicom Corporation charges for consumable field materials and specialized equipment.

General Field Consumables (Stakes, Flagging, Plant and Tree Tags)	Cost + 10%
Water Quality Sampling (Temp, pH, DO, Turbidity)	\$60.00/day
Noise Meter	\$125.00/day
GPS	\$100.00/day
4 x 4 Trucks	\$100.00/day

REPORT TO CITY COUNCIL

DATE: FEBRUARY 26, 2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: NATHAN HAMBURGER, CITY MANAGER

**BY: J. DIEGO IBANEZ, DIRECTOR OF FINANCE
BRENDA CHO, FINANCE MANAGER**

**SUBJECT: MIDYEAR BUDGET UPDATE AND RECOMMENDATIONS TO ADOPT
RESOLUTION NO. 25-2095 AMENDING THE FISCAL YEAR 2024-25
BUDGET**

The annual Mid-Year Budget review is an essential process in maintaining financial stability and transparency. The mid-year review process provides the Finance Subcommittee with an opportunity to review the City's General and Special Funds, discuss the activity of the Mid-Cycle 2024-25 Fiscal Year, and assist with the development of the FY 2025-26 and FY 2026-27 Biennial Budget Process.

The budget remains an evolving planning document that is amended throughout the year. Amendments are necessary to recognize changes to revenue streams, the regulatory environment, and the broader economic outlook. These factors are balanced against policy decisions made by the City Council, shifting needs of departments to meet community requests, and unforeseen items that arise after the budget is adopted.

The General Fund

The economic environment over the last year has displayed tremendous uncertainty. Consumers and businesses continue to deal with high interest rates, increased costs for home insurance, utilities, and high food prices have made it difficult for the average consumer to enjoy any discretionary spending.

The local economy for the City of Agoura Hills has been affected by impacts to businesses and a change in consumer behavior. The business industrial sector in the City was down for its eighth consecutive quarter consisting of lower receipts from light industrial printers, electrical equipment, and business services. Borrowing is still a challenge for some businesses as interest rates remain high, but there is optimism as interest rates begin to fall. Consumer behavior is also affected, as food prices increase more consumers are opting for budget friendly choices or dining at home. Service station consumption was also down due to high gas pricing and consumers choosing to focus on purchasing urgent necessities and not travel.

However, demand for home furnishings improved with an increase of shoppers in this sector, family apparel purchases also increased, and positive gains for the countywide use tax pool contributed to positive gains.

Revenues

Total adopted General Fund revenues for FY 2024-25 were \$20,558,645. Staff reviewed receipts through mid-year, reviewed economic reporting/forecasts through June 2025, and met with various contracted revenue consultants.

The recommendation is to make no adjustments to adopted revenues except for Building Permits, Building Plan Check, Building Technician Fee, and Miscellaneous Revenue. These adjustments are due to the receipt of funds from the Regency Project and the funds from the dissolution of the Agoura Hills Calabasas Community Center (AHCCC).

Revenue accounts would be adjusted by an increase of \$345,000 and expenses for Contract Services in the Building and Safety Building would increase by \$290,000 to cover Regency project expenses and the Professional Services in Special Events would increase by \$15,000 to cover a more robust 4th of July drone show. The overall expense adjustment would be \$305,000. The table below reflects the overall recommendations, as shown in the attached Exhibit "A".

General Fund	Current 2024-25	Recommended 2024-25	Difference
Revenues	\$20,558,645	\$20,903,645	\$345,000
Expenditures/Transfers	20,491,801	20,796,801	\$305,000
Operating Net Income/(Loss)	66,844	106,844	\$40,0000

As staff prepares for the biennial budget for FY 2025-26 and FY 2026-27, staff recognizes the current economic state of the mid-cycle budget. The majority of the City's revenues are on track with budget estimates, but staff is aware that some revenue streams could underperform this fiscal year. Staff is taking a conservative approach to mid-year and biennial budgeting as macro policies and the overall economic environment continue to affect the City's local economy.

Expenditures

Staff reviewed operational expenditure for each City department and was able to recommend funds that could be re-appropriated to other department's operational obligations. By following this strategy, staff would be able to work within current adopted budget funds without adjusting revenues due to uncertain conditions.

The recommended requests to adjust the budget addresses impacts that have arisen during the fiscal year 2024-25. City staff is requesting the following adjustments:

An adjustment of \$50,000 to Professional Services in the Non-Department division of the budget to cover invoices for Townsend Public Affairs.

Community Development is seeking an additional \$50,000 to cover Professional Services costs associated with the increase in Code Enforcement cases.

The Public Works Division is seeking a \$10,000 increase in Professional Services, a \$136,000 increase in Contract Services, and a \$50,000 increase in Plan Check and Inspection. Recent staffing changes in that department and project scheduling have led to a request for additional funds.

The mid-year adjustment that staff would need is \$296,00.00. To keep a balanced budget, Staff sought the assistance of other departments to review their department budgets and analyze accounts that could be re-appropriated to the requests above.

Community Development was able to reduce their Contract Services by \$70,000, Finance Staff was also able to reduce their budget by \$15,000 to re-appropriate to the other departments.

The Communications Division was able to re-appropriate approximately \$115,300 in funds due to staff completing projects in-house without using an outside vendor and limiting advertising services. The funds that are City Council approved and part of a City Council Goal of a new website for the City remain in this budget and are committed to the website development project for the entire FY 2024-25.

The Automated Office Systems Department of the City was able to provide \$95,700 in funds to re-appropriate due to project scheduling.

The overall FY 2024-25 Budget expense re-appropriation request is \$296,000 and the table in Exhibit B illustrates how that re-appropriation is being requested.

Other Funds

At the January 22, 2025, City Council Meeting, City Council approved the City's participation in the Los Angeles Urban County Permanent Local Housing Allocation Program with the Los Angeles County Development Authority (LACDA). Staff is requesting to adjust Fund 260 to receive the \$34,712 allocation from LACDA.

Staff is also requesting adjustments to Prop C Funds, Measure R, and CDBG based on activity throughout the mid-cycle fiscal year.

Balanced Budget

The City Council has a Balanced Budget Policy which states that the City's operating budget in the General Fund is allowed to have total expenditures exceed revenues in a

given year for “one-time”, non-recurring expenditures. Furthermore, ending fund balance must meet the minimum policy levels as defined by Council Resolution No. 05-1378.

The City Council Reserve Policy states that the City Council and staff will endeavor to designate an amount equal to or greater than forty (40%) percent of each year’s proposed General Fund Operating Budget as the City’s unobligated General Fund Reserve. On June 30, 2024, the percentage was 71% of operating expenditures and transfers.

General Fund	Actual Fiscal Year 2023/24
Ending fund Balance	\$14,042,190
Operating Expenses and Transfers	\$19,764,539
Percentage	71%

It is important to note that these reserves are not all cash. Currently some funds are being obligated to grants or projects. .

As part of the budget adoption, staff recommended quarterly budget reviews. Due to the timing of the City’s revenue and expenses, this timeframe has provided a snapshot of the first six months of the 2024-25 Fiscal Year.

FISCAL IMPACT

Finance staff will make the budget adjustments, increasing the forecasted revenues in Building Permits, Building Plan Check, Building Technician Fees, and Miscellaneous Revenue to accommodate the requested expenditure increases in Building and Safety and Special Events; this adjustment will keep the FY 2024-25 Budget balanced. Staff is also requesting the re-appropriation of \$296,000 in funds to cover costs in other areas of the budget.

RECOMMENDATION

Staff respectfully recommends that the Finance Subcommittee review and approve the recommendations to amend the Fiscal Year 2024-25 Budget.

Attachments: Resolution No. 25-2095

Exhibit A – Recommended Revenue Adjustments

Exhibit B – Recommended Budget Re-Appropriations

Exhibit C – Recommended Special Funds Adjustments

RESOLUTION NO. 25-2095

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
AGOURA HILLS, CALIFORNIA, AMENDING THE ADOPTED
BUDGET FOR FISCAL YEAR 2024-25 ADOPTED ON JUNE
26, 2024**

WHEREAS, the City Council has received and considered the proposed adjustment to the budget for Fiscal Year 2024-25, commencing July 1, 2024, and ending June 30, 2025; and

WHEREAS, the purpose of the mid-year adjustment is to update the community on the financial condition of the City and recommend adjustments to the City's Budget that have been identified subsequent to budget adoption; and

WHEREAS, the City Council has determined that it is necessary to adjust the expenditures and revenues of the current City Budget; and

WHEREAS, an annual budget for the City of Agoura Hills for the Fiscal Year beginning July 1, 2024 and ending June 30, 2025, a copy of which is on file in the City's Finance's Office, and has been adopted on June 26, 2024.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AGOURA HILLS
DOES HEREBY RESOLVE, FIND, DETERMINE AND ORDER AS FOLLOWS:**

Section 1. The City Council hereby amends the adopted Budget to adjust the expenditures and revenues as provided in Exhibit "A", attached hereto.

Section 2. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk

PASSED, APPROVED, AND ADOPTED this 26th day of February 2025, by the following vote to wit:

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

Penny Sylvester, Mayor

ATTEST:

Kimberly M. Rodrigues, City Clerk

City of Agoura Hills
Recommended Adjustments
Fiscal Year 2024/2025
Exhibit A

General Fund Adjustments

		Adopted Budget	Proposed Increases/ (Decreases) Adjustment	Mid-Year Proposed Budget	Subtotal Adjustment
Revenue - General Fund					
General Fund Revenues					
010-0000-323000	Building Permits	\$ 525,000	\$ 75,000	\$ 600,000	\$ 75,000
010-0000-342200	Building Plan Check	\$ 430,000	\$ 220,000	\$ 650,000	\$ 220,000
010-0000-342300	Building Technician Fee	\$ 15,000	\$ 35,000	\$ 50,000	\$ 35,000
010-0000-391000	Miscellaneous Revenue	\$ 25,000	\$ 15,000	\$ 40,000	\$ 15,000
Total Revenue Requests					\$ 345,000
Expenditures - General Fund					
Building and Safety					
010-4390-552000	Contract Services	\$ 485,000	\$ 290,000	\$ 775,000	\$ 290,000
Special Events					
010-4430-552000	Professional Services	\$ 110,000	\$ 15,000	\$ 125,000	\$ 15,000
Total Expenditure Requests					\$ 305,000
Total Adjustment Surplus/(Deficit)					\$ 40,000

**City of Agoura Hills
Recommended Adjustments
Fiscal Year 2024/2025
Exhibit B**

Internal Departmental Transfers

		Adopted Budget	Proposed Increases/ (Decreases) Adjustment	Mid-Year Proposed Budget	Subtotal Adjustment
Transfer FROM					
Community Development					
010-4305-552000	Contract Services	\$ 261,260	\$ (70,000)	\$ 191,260	\$ (70,000)
Finance					
010-4305-552000	Professional Services	\$ 94,000	\$ (15,000)	\$ 79,000	\$ (15,000)
Communications					
010-4121-54260	Advertising	\$ 20,300	\$ (11,600)	\$ 8,700	\$ (11,600)
010-4121-55100	Professional Services	\$ 246,000	\$ (103,700)	\$ 142,300	\$ (103,700)
Automated Office Services					
010-4195-551000	Professional Services	\$ 82,500	(\$50,000)	\$ 32,500	\$ (50,000)
010-4195-552000	Contract Services	\$ 489,367	(\$45,700)	\$ 443,667	\$ (45,700)
Total Transfer FROM Requests					\$ (296,000)
Transfer TO					
Non-Departmental					
010-4190-551000	Professional Services	\$ 10,000	\$ 50,000	\$ 60,000	\$ 50,000
Community Development					
010-4305-551000	Professional Services	\$ 110,000	\$ 50,000	\$ 160,000	\$ 50,000
Public Works					
010-4505-551000	Professional Services	\$ 75,000	\$ 10,000	\$ 85,000	\$ 10,000
010-4505-552000	Contract Services	\$ 140,000	\$ 136,000	\$ 276,000	\$ 136,000
010-4505-552002	Plan Check and Inspection	\$ 80,000	\$ 50,000	\$ 130,000	\$ 50,000
Total Transfer TO Requests					\$ 296,000
Total Transfer Requests					\$ -

**City of Agoura Hills
Recommended Adjustments
Fiscal Year 2024/25
Exhibit C**

	Current Budget	Proposed Budget	Proposed Adjustment Inc/(Dec)	Subtotal Adjustment Inc/(Dec)
Adjustments to Proposition C Fund				
Expenditures - Proposition C Fund				
061-4510-551000 Contract Services	62,500	142,500	80,000	
				<u>80,000</u>

Adjustments to Measure R Fund (Local Return)

Expenditures - Measure R Fund				
063-4505-552000 Contract Services	120,000	200,000	80,000	
063-4640-631000 Sidewalk Repairs	-	50,000	50,000	
				<u>130,000</u>

Adjustments to CDBG Fund

Revenues - CDBG Fund				
250-0000-334000 CDBG	110,000	109,650	(350)	
				<u>(350)</u>

Expenditures - CDBG Fund				
250-4610-600700 Sr Advocate Program	10,000	9,650	(350)	
				<u>(350)</u>

Adjustments to Miscellaneous Grants Fund

Revenues - Miscellaneous Grants Fund				
260-0000-334545 Driver Drain Improvements	-	60,000	60,000	
260-0000-334546 PLHA	-	34,712	34,712	
				<u>94,712</u>

Expenditures - Miscellaneous Grants Fund				
260-4525-552043 Driver Drain Improvements	-	60,000	60,000	
				<u>60,000</u>

REPORT TO CITY COUNCIL

DATE: FEBRUARY 26, 2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: NATHAN HAMBURGER, CITY MANAGER

**BY: RAMIRO ADEVA, ASSISTANT CITY MANAGER
CELESTE BIRD, HUMAN RESOURCES MANAGER**

**SUBJECT: ADOPT RESOLUTION 25-2096; AMENDING THE COMPENSATION
PLAN BY ESTABLISHING THE CLASSIFICATION OF DEPUTY
DIRECTOR OF PUBLIC WORKS**

To support and continue the efficient operation and delivery of exceptional public works services to the Agoura Hills community, staff recommends the creation of a new position within the Public Works Department: Deputy Director of Public Works. The Deputy Director of Public Works would assist in providing invaluable supervision and guidance in managing capital improvements projects while overseeing maintenance operations. This position would also provide critical support to the Public Works Director and be the acting Director in his/her absence. The new position would work alongside the Director to improve departmental efficiency, facilitate project delivery, and ensure the City continues to meet the community's evolving needs. Additional duties would include preparing and reviewing budgets, reports and policies for the department, while being a liaison with other City departments, agencies, and stakeholders. Establishing this role is a proactive step to maintain high service standards, streamline operations, and support the City's long-term infrastructure goals.

The Deputy Director of Public Works will be classified as a full-time mid-management exempt position. The compensation will be set in alignment with comparable positions within the City and other similar jurisdictions. The recommended salary range for the Deputy Director of Public Works will be Range 65 on the City's salary schedule with an annual pay scale of \$130,897 - \$159,486.

FISCAL IMPACT

The proposed establishment of the Deputy Director of Public Works classification is anticipated to result in approximately a \$20,000 increase in the Public Works' Personnel Budget. This includes salary and benefits, which can be partially Offset within the current fiscal year budget due to the departure of both the Engineering Aide II and the Director of Public Works.

RECOMMENDATION

It is respectfully recommended the City Council approve Resolution No. 25-2096, amending the compensation plan by establishing the position of Deputy Director of Public Works, approving the job classification, and setting the salary range.

Attachment: Resolution No. 25-2096

RESOLUTION NO. 25-2096

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, AMENDING THE COMPENSATION PLAN BY ESTABLISHING THE CLASSIFICATION OF DEPUTY DIRECTOR OF PUBLIC WORKS, APPROVING THE JOB CLASSIFICATION, SETTING THE SALARY RANGE

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

SECTION 1. The classification of Deputy Director of Public Works is hereby established with the job classification adopted herein and attached as "Exhibit A".

SECTION 2. The Deputy Director of Public Works is set at range 65 within the full-time salary range of the employee salary schedule, adopted herein and attached as "Exhibit B".

PASSED, APPROVED, AND ADOPTED this 26th day of February 2025, by the following vote to wit:

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

Penny Sylvester, Mayor

ATTEST:

Kimberly M. Rodrigues, City Clerk

EXHIBIT "A"

DEPUTY DIRECTOR OF PUBLIC WORKS JOB DESCRIPTION

CITY OF AGOURA HILLS

DEPUTY DIRECTOR OF PUBLIC WORKS

DEFINITION

Under administrative direction, performs wide variety of highly responsible and complex administrative and analytical functions in support of the Director of Public Works. Exercises direct supervision over professional, technical staff, and responsibility of assigned operations and maintenance functions.

CLASS CHARACTERISTICS

This class is distinguished from the Public Works Project Manager position by increased responsibility, supervising the work of others, and managing complex programs.

EXAMPLES OF DUTIES

Depending upon assignment, duties may include, but are not limited to the following:

1. Assist in planning, directing, supervising, and coordinating departmental operations; oversee and participate in the development of departmental strategic planning; assign work activities, projects and programs; monitor workflow; review and evaluate work products, methods and procedures.
2. Appear before the City Council, Council committees, boards, commissions and numerous civic organizations representing the department.
3. Assist with the preparation of operating and capital improvement budgets and control of expenditures, including the preparation of long-term maintenance management models.
4. Supervise and assist subordinate staff in the operations and maintenance of City infrastructure, particularly water, wastewater and storm drainage systems; establish long-range plans and goals.
5. Coordinate department activities with those of other departments and outside agencies and organizations; provide staff assistance to the Director of Public Works; prepare and present staff reports and other necessary correspondence.
6. Work across departmental lines to ensure long-term infrastructure needs of the City are met.
7. Prepare a variety of correspondence including general and special reports.

8. Maintain awareness of new trends and developments in the field of public works; incorporate new developments as appropriate.
9. Respond to and resolve difficult and sensitive citizen inquiries and complaints.
10. Participate in the overall management of the Public Works Department; assume day-to-day management responsibility for the operations including streets, parks and landscape; wastewater and storm water systems for the collections systems/NPDES
11. Perform related duties and responsibilities as required.

QUALIFICATIONS AND GUIDELINES

Education and Experience

Seven years of increasingly responsible experience in a public works environment, including at least two years in a supervisory or administrative capacity.

Knowledge of:

Principles of supervision, training, management and public works administration; principles of budget preparation and expenditure control; principles and practices of public administration and public personnel management. Principles and practices as applied to the field of operating and maintaining the city infrastructure. Technical, legal, and financial issues related to the conduct of municipal public works programs. National Pollution Discharge Elimination Systems (NPDES). Methods of preparing designs, plans, specifications, estimates, reports and recommendations relating to proposed public works projects; procedures, materials, equipment and methods used in all areas of public works activities

Ability to:

Oversee and coordinate the activities of staff within the department. Assist with the preparation of departmental operating and capital improvement budgets and control budget expenditures. Review and interpret cost estimates. Effectively represent the department before the Council, council committees, boards, commissions, public agencies and private groups. Effectively manage assigned areas of the department. Research, analyze, and evaluate new service delivery methods and techniques. Perform a variety of technical research and prepare reports of findings. Provide administrative and professional leadership and direction; analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals; prepare and present comprehensive reports, both verbally and in writing; demonstrate excellent analytical and writing skills. Oversee and participate in the provision of a high level of customer service to internal and external customers; establish

effective and cooperative working relationships with those encountered in the performance of duties.

License or Certificate

A valid Class C California driver's license at the time of appointment.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by an employee to perform the essential functions of the class in a successful manner. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands

Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

Mental Demands

While performing the duties of this class, the employee is regularly required to use written and oral communications skills; observe and interpret situations; read and interpret data, information and documents; analyze and solve complex problems; use mathematics and mathematical reasoning; perform highly detailed work within tight deadlines, on multiple concurrent tasks; interact with City staff and other organizations; and deal with customer relations.

WORK ENVIRONMENT

Work is performed primarily in a standard office setting with some travel to different sites; incumbents may be exposed to inclement weather conditions; incumbents may be required to work extended hours including evenings and weekends and may be required to travel outside City boundaries to attend meetings.

"EXHIBIT B"
SALARY SCHEDULE

EXHIBIT A

FULL-TIME POSITIONS AND SALARIES							
EFFECTIVE 02/27/2025							
POSITIONS	F/T RANGES	ANNUAL		MONTHLY		HOURLY	
		LOW	HIGH	LOW	HIGH	LOW	HIGH
EXEMPT							
ACCOUNTANT	50	90,380	110,120	7,532	9,177	43.45	52.94
ADMINISTRATIVE ANALYST	51	92,640	112,873	7,720	9,406	44.54	54.27
ASSISTANT CITY MANAGER	82	199,176	242,677	16,598	20,223	95.76	116.67
ASSISTANT DIRECTOR OF COMM SERVICES	68	140,962	171,749	11,747	14,312	67.77	82.57
ASSISTANT PLANNING DIRECTOR	68	140,962	171,749	11,747	14,312	67.77	82.57
ASSISTANT TO THE CITY MANAGER	60	115,694	140,962	9,641	11,747	55.62	67.77
ASSOCIATE CIVIL ENGINEER	59	112,873	137,524	9,406	11,460	54.27	66.12
BUILDING OFFICIAL	70	148,099	180,444	12,342	15,037	71.20	86.75
CITY CLERK	64	127,705	155,596	10,642	12,966	61.40	74.81
CITY ENGINEER	71	151,801	184,955	12,650	15,413	72.98	88.92
CITY MANAGER		273,200		22,767		131.35	
COMMUNICATIONS MANAGER	59	112,873	137,524	9,406	11,460	54.27	66.12
COMMUNITY DEVELOPMENT DIRECTOR	78	180,444	219,853	15,037	18,321	86.75	105.70
DEPUTY CITY MANAGER	73	159,486	194,318	13,290	16,193	76.68	93.42
DEPUTY DIRECTOR OF PUBLIC WORKS	65	130,897	159,486	10,908	13,290	62.93	76.68
DIRECTOR COMMUNITY SERVICES	78	180,444	219,853	15,037	18,321	86.75	105.70
DIRECTOR OF FINANCE	78	180,444	219,853	15,037	18,321	86.75	105.70
DIRECTOR OF PUBLIC WORKS/CITY ENG	78	180,444	219,853	15,037	18,321	86.75	105.70
EXECUTIVE ASSISTANT	46	81,880	99,763	6,823	8,314	39.37	47.96
FINANCE MANAGER	61	118,587	144,486	9,882	12,041	57.01	69.46
HUMAN RESOURCES MANAGER	59	112,873	137,524	9,406	11,460	54.27	66.12
MANAGEMENT ANALYST	51	92,640	112,873	7,720	9,406	44.54	54.27
MEDIA ANALYST	51	92,640	112,873	7,720	9,406	44.54	54.27
PLANNING DIRECTOR	72	155,596	189,579	12,966	15,798	74.81	91.14
PRINCIPAL PLANNER	62	121,551	148,099	10,129	12,342	58.44	71.20
PUBLIC WORKS PROJECT MANAGER	59	112,873	137,524	9,406	11,460	54.27	66.12
RECREATION MANAGER	59	112,873	137,524	9,406	11,460	54.27	66.12
RECREATION SUPERVISOR	50	90,380	110,120	7,532	9,177	43.45	52.94
SENIOR CIVIL ENGINEER	64	127,705	155,596	10,642	12,966	61.40	74.81
SENIOR CODE COMPLIANCE OFFICER	51	92,640	112,873	7,720	9,406	44.54	54.27
SENIOR PLANNER	58	110,120	134,170	9,177	11,181	52.94	64.50
HOURLY							
ACCOUNTING SPECIALIST II	46	81,880	99,763	6,823	8,314	39.37	47.96
ADMINISTRATIVE AIDE	38	67,203	81,880	5,600	6,823	32.31	39.37
ADMINISTRATIVE ASSISTANT I	37	65,564	79,883	5,464	6,657	31.52	38.41
ADMINISTRATIVE ASSISTANT II	41	72,370	88,176	6,031	7,348	34.79	42.39
ASSISTANT ENGINEER	53	97,330	118,587	8,111	9,882	46.79	57.01
ASSISTANT PLANNER	51	92,640	112,873	7,720	9,406	44.54	54.27
ASSOCIATE PLANNER	55	102,257	124,590	8,521	10,383	49.16	59.90
BUILDING PERMIT TECHNICIAN	38	67,203	81,880	5,600	6,823	32.31	39.37
CODE COMPLIANCE OFFICER	46	81,880	99,763	6,823	8,314	39.37	47.96
COMM SERV COORDINATOR	46	81,880	99,763	6,823	8,314	39.37	47.96
COUNTER PERMIT TECHNICIAN	46	81,880	99,763	6,823	8,314	39.37	47.96
CULTURAL EVENT COORDINATOR	46	81,880	99,763	6,823	8,314	39.37	47.96
ENGINEERING AIDE I	38	67,203	81,880	5,600	6,823	32.31	39.37
ENGINEERING AIDE II	46	81,880	99,763	6,823	8,314	39.37	47.96
LAND USE TECHNICIAN	46	81,880	99,763	6,823	8,314	39.37	47.96
PLAN EXAMINER	46	81,880	99,763	6,823	8,314	39.37	47.96
PLANNING TECHNICIAN	38	67,203	81,880	5,600	6,823	32.31	39.37
PUBLIC SAFETY LIAISON OFFICER	46	81,880	99,763	6,823	8,314	39.37	47.96
SENIOR BUILDING INSPECTOR	47	83,927	102,257	6,994	8,521	40.35	49.16
PART-TIME POSITIONS AND SALARIES	P/T	ANNUAL		MONTHLY		HOURLY	
EFFECTIVE 12/21/2024	RANGES	LOW	HIGH	LOW	HIGH	LOW	HIGH
INSTRUCTOR	1	33,280	40,548	2,773	3,379	16.00	19.49
RECREATION LEADER I	1	33,280	40,548	2,773	3,379	16.00	19.49
ADMINISTRATIVE INTERN I	6	37,653	45,877	3,138	3,823	18.10	22.06
RECREATION LEADER II	9	40,548	49,404	3,379	4,117	19.49	23.75
OFFICE ASSISTANT	11	42,601	51,905	3,550	4,325	20.48	24.95
ADMINISTRATIVE INTERN II	13	44,758	54,533	3,730	4,544	21.52	26.22
SENIOR PROGRAM INSTRUCTOR	14	45,877	55,896	3,823	4,658	22.06	26.87
RECREATION SPECIALIST	16	48,199	58,726	4,017	4,894	23.17	28.23
SPECIAL EVENT WORKER		160-1,060		PER EVENT			

REPORT TO CITY COUNCIL

DATE: FEBRUARY 26, 2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: NATHAN HAMBURGER, CITY MANAGER

BY: CHARMAINE YAMBAO, SENIOR CIVIL ENGINEER

SUBJECT: APPROVAL OF THE AGREEMENT WITH SOUTHERN CALIFORNIA EDISON TO PARTICIPATE IN THE LS-1 OPTION-E PROGRAM

This report seeks City Council approval of an agreement with Southern California Edison (SCE) to participate in the LS-1 Option-E program using the 2700K Light Emitting Diode (LED) fixtures and authorize the Mayor to execute the agreement on behalf of the City Council. The LS-1 Option-E program aims to replace existing High Pressure Sodium Vapor (HPSV) streetlights throughout the City of Agoura Hills (City) with energy efficient LED fixtures, helping the City reduce its carbon footprint and lower energy costs.

The City has 1,993 streetlights that are owned, operated, and maintained by SCE and currently lit with HPSV fixtures. These types of streetlights are referred to as LS-1 lights and fall under SCE's LS-1 cost tariff that is included in the monthly billing cycle along with the cost of electricity and maintenance. Of the total SCE streetlights, 1,972 are under accounts with the County of Los Angeles, which are paid for through a lighting district, and 21 are under accounts with the City. It is important to note that these total streetlight numbers do not include the 126 streetlights that are owned, operated, and maintained by the City on Agoura Road, and the 8 streetlights on Reyes Adobe bridge that are owned by Caltrans.

HPSV fixtures rely on older technology that is not as energy efficient as the modern LED fixtures. As LEDs have become more standard, HPSV fixtures have become increasingly difficult to procure. As of January 2024, SCE no longer supplies HPSV fixtures and when any light is no longer operational it is replaced with an LED fixture. This has resulted in a lack of consistency in lighting across the City as fixtures go out overtime, with some fixtures already converted over to LED.

As a way to encourage the conversion to the LED fixtures, SCE has created the LS-1 Option-E Program that pays the up-front cost for the equipment and installation. The Option-E Program allows for new fixtures installed on all streetlights owned by SCE to be completed at the same time providing consistent lighting throughout the City.

The LS-1 Option-E Program offers three lighting options for the City to choose from: 2700 Kelvin (K), 3000K, and 4000K. These options relate to color temperature, which is measured on the Kelvin (K) scale. The lower the Kelvin number, the warmer or more yellow the light is. These LED fixtures will be a departure from the lighting that is currently

used on most of the roadways in Agoura Hills. The existing HPSV lights emit a more yellow hue of light while the LED lights will project a whiter light, which is more noticeable at the higher Kelvin rating. Some jurisdictions, as presented by SCE at the January 22, 2025, City Council Meeting, prefer the brighter and higher kelvin rated lights for higher visual acuity for drivers, bicyclists, and pedestrians. The 2700k light is closest in color and warmth to the existing HPSV lights, which are in the 2200-2400K range.

In addition to color temperature, the brightness of streetlights is measured in terms of illuminance (lumens or foot candles). For a given streetlight, brightness is influenced by its wattage. Typically, streetlights in residential areas are 100 watts or less, and on arterials the wattage is 150, 200, or 250. When replacing HPSV fixtures with LED fixtures, SCE would keep the LED equivalent to the existing HPSV lamp wattage to ensure each street maintains its existing brightness.

Along a street, the illuminance is influenced by the spacing of streetlights in addition to the brightness of each streetlight. Streetlights are generally more closely spaced along arterial streets, where greater brightness and more uniformity is desired, compared to streetlights along residential streets. This differentiation ensures each type of street receives appropriate lighting based on its usage and safety requirements. The LS-1 Option-E Program would not make any changes to the spacing of streetlights.

The Option-E Program is optional; therefore, the City would need to enter into an agreement with SCE to participate in the program. Many cities in the surrounding area have already transitioned to LED, including the unincorporated communities like Oak Park and Los Angeles County. More recently, the City of Westlake Village approved the agreement with SCE to begin replacement of their streetlights to LED.

The Public Works Subcommittee was supportive of proceeding with the LS-1 Option-E Program and recommend using the 2700K fixtures (lowest possible Kelvin rating offered by SCE) to match the existing lighting as closely as possible.

FISCAL IMPACT

To participate in the LS-1 Option-E Program there are no up-front expenditures for the City. SCE recovers their cost to implement the program over a twenty-year period through the tariff for the LS-1 streetlight accounts. The City's pays for the upfront costs of the Program over a twenty-year period by building in a cost recovery mechanism in the LS-1 tariff.

The City has accounts for 21 streetlights. The City would see an estimated savings of approximately \$1,790 annually for the first twenty years with an additional savings of approximately \$2,225 after the recovery period ends. These savings do not account for any future changes to utility costs from SCE, which would only offset any estimated savings from the LS-1 Option-E program.

RECOMMENDATION

The Public Works Subcommittee respectfully recommends the City Council approve the agreement with Southern California Edison to participate in the LS-1 Option-E Program using the 2700K fixtures and authorize the Mayor to execute the agreement on behalf of the City Council.

Attachment: LS-1 Option-E Agreement



Southern California Edison
Rosemead, California (U 338-E)

Original
Cancelling

Cal. PUC Sheet No. 57074-E
Cal. PUC Sheet No.

Sheet 1

SCHEDULE LS-1 OPTION E,
ENERGY EFFICIENCY-LIGHT EMITTING DIODE (LED) FIXTURE REPLACEMENT
RATE AGREEMENT

Form 14-965

(To be inserted by utility)

Advice 3241-E
Decision 14-10-046

Issued by

R.O. Nichols
Senior Vice President

(To be inserted by Cal. PUC)

Date Filed Jun 30, 2015
Effective Jun 1, 2016
Resolution

SOUTHERN CALIFORNIA EDISON COMPANY
SCHEDULE LS-1 OPTION E, ENERGY EFFICIENCY-LIGHT EMITTING DIODE (LED)
FIXTURE REPLACEMENT RATE AGREEMENT

This Schedule LS-1 Option E, Energy Efficiency-Light Emitting Diode (LED) Fixture Replacement Rate Agreement (Agreement), effective this 26th day of February,

2025 (Effective Date), is entered into between Southern California Edison Company (SCE) and City of Agoura Hills, an SCE customer taking service on Schedule LS-1 (Applicant), referred to collectively as "Parties," and individually as "Party." This Agreement provides for SCE, at Applicant's request, to replace the existing street lighting fixtures serving Applicant's premises with Light Emitting Diode (LED) street lighting fixtures to achieve energy efficiency benefits for Applicant, as set forth in Special Condition 14, Option E, Energy Efficiency-Light Emitting Diode (LED) Fixture Replacement, of Schedule LS-1.

The Parties agree as follows:

1. LED FIXTURES

SCE shall install, own, operate, and maintain LED Fixtures for Applicant as set forth in Exhibit "A" attached hereto and incorporated herein by this reference. The LED Fixtures provided hereunder shall at all times remain the property of SCE.

2. LED FIXTURE REPLACEMENT COSTS

- 2.1 The replacement costs of the LED Fixtures provided hereunder shall be borne by Applicant.
- 2.2 Applicant shall pay the charge for the LED Fixtures Replacement rate, which includes an Energy Efficiency Premium Charge (EEPC) and a Base LED Charge, under Option E of Schedule LS-1. Applicant elects Option E in lieu of an upfront, one-time payment of the replacement costs.
- 2.3 SCE does not guarantee that any energy or bill savings will accrue to Applicant as a result of the LED Fixture replacements.

3. COMMENCEMENT OF SERVICE

The Parties agree that SCE has the right to charge Applicant, and Applicant has an obligation to pay SCE, for the charges set forth in Schedule LS-1, Option E, commencing on the date SCE begins serving the LED Fixtures installed pursuant to this Agreement.

4. TERM AND TERMINATION

- 4.1 This Agreement shall be effective as of the Effective Date and shall continue for a term of twenty (20) years from the commencement of service as specified in Section 3 above (Term).
- 4.2 Applicant may terminate this Agreement at any time during the Term upon a thirty (30) - day advance written notice, provided that Applicant, prior to or within the 30-day advance notice period, assigns the Agreement to any New Party In (NPI) that owns, rents or leases the premises served by the street lighting fixtures replaced under this Agreement and will take service under Option E of Schedule LS-1 effective as of the date of termination; *otherwise*, Applicant shall pay a one-time termination charge equal to the present value of the balance of the EEPC of Option E over the remaining Term. The present value is determined based on SCE's authorized rate of return on rate base, or discounted rate of 7.90%.

**SOUTHERN CALIFORNIA EDISON COMPANY
SCHEDULE LS-1 OPTION E, ENERGY EFFICIENCY-LIGHT EMITTING DIODE (LED)
FIXTURE REPLACEMENT RATE AGREEMENT**

5. AMENDMENTS; ASSIGNMENTS

- 5.1 Any changes or amendments to this Agreement must be in writing and must be executed by the Applicant and SCE and, if required, be approved by the California Public Utilities Commission (Commission).
- 5.2 Applicant shall not assign this Agreement without the prior written consent of SCE; provided, however, that Applicant may assign the Agreement pursuant to the terms and conditions of Section 4.2 above, and the NPI must assume all rights and obligations under this Agreement for the remaining Term. Any assignment and assumption shall be in a form acceptable to SCE.

6. NOTICE

Any notice either Applicant or SCE may wish to provide the other regarding this Agreement must be in writing. Such notice must be either hand-delivered or sent by U.S. certified or registered mail, postage prepaid, to the person designated to receive notice for the other Party below, or to such other address as either may designate by written notice. Notices delivered by hand shall be deemed effective when delivered. Notices delivered by mail shall be deemed effective when received, as acknowledged by the receipt of the certified or registered mailing.

Applicant:

SCE:

City of Agoura Hills
(Name)
Attn: City Manager
(Title)
30001 Ladyface Court
(Address)
Agoura Hills, CA 91301
(City, State, Zip)

Business Customer Division

Southern California Edison Company
2244 Walnut Grove Avenue
Rosemead, CA 91770

7. NONWAIVER

The failure of either Party to enforce any of the terms and conditions or to exercise any right or privilege in this Agreement shall not be construed as a waiver of any such term and conditions or rights or privileges, and the same shall continue and remain enforce and effect as if no such failure to enforce or exercise had occurred.

8. SEVERABILITY

In the event that any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by the Commission, or any court of competent jurisdiction, the validity and enforceability of the remaining provisions or any portion thereof shall not be affected.

9. APPLICABLE LAWS, RULES, AND REGULATIONS

This Agreement shall be subject to, and interpreted under the laws, rules, decisions and regulations of the State of California, without regard to its conflict of laws principles, the Commission, and SCE's Commission-approved tariffs.

**SOUTHERN CALIFORNIA EDISON COMPANY
SCHEDULE LS-1 OPTION E, ENERGY EFFICIENCY-LIGHT EMITTING DIODE (LED)
FIXTURE REPLACEMENT RATE AGREEMENT**

10. CALIFORNIA PUBLIC UTILITIES COMMISSION JURISDICTION

- 10.1 This is a filed form tariff agreement authorized by the Commission for use by SCE. No officer, inspector, solicitor, agent or employee of SCE has any authority to waive, alter, or amend any part of this Agreement except as provided herein or authorized by the Commission. This Agreement is to be used in conjunction with Schedule LS-1 and supplements the terms and conditions of the Applicant's electric service under Schedule LS-1.
- 10.2 This Agreement shall at all times be subject to such changes or modifications by the Commission as said Commission may, from time to time, direct in the exercise of its jurisdiction.
- 10.3 Notwithstanding any other provisions of this Agreement, SCE has the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, or rule or any agreement relating thereto.

11. ENTIRE AGREEMENT

This Agreement, including SCE's Commission-approved tariffs, constitutes the complete agreement and understanding between the Applicant and SCE regarding the LED Fixtures replacement costs. Prior agreements, representations, understandings, whether expressed or implied, and communications, oral or written, between the Applicant and SCE shall not be construed to be a part of this Agreement.

12. AUTHORIZATION SIGNATURE

In witness whereof, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives.

APPLICANT

BY: _____
NAME: Penny Sylvester
TITLE: Mayor
DATE SIGNED: _____

SOUTHERN CALIFORNIA EDISON COMPANY

BY: _____
NAME: _____
TITLE: _____
DATE SIGNED: _____

SOUTHERN CALIFORNIA EDISON COMPANY
EXHIBIT "A"
SCHEDULE LS-1 OPTION E,
ENERGY EFFICIENCY-LIGHT EMITTING DIODE (LED) FIXTURE REPLACEMENT

APPLICANT

CUSTOMER ACCOUNT NO.

SERVICE ACCOUNT NO.

(Additional account numbers/addresses may be attached hereto.)

SERVICE ADDRESS

APPLICANT REQUESTED READY TO SERVE DATE

ASAP _____

SCE READY TO SERVE DATE _____

DESCRIPTION OF LED FIXTURES/SCOPE OF WORK: SPECIFY HOW MANY STREET LIGHTING
FIXTURE REPLACEMENTS ARE BEING REQUESTED AND AGREED TO UNDER THIS
AGREEMENT AND OTHER RELEVANT DETAILS.

W.O. No(s): _____

REPORT TO CITY COUNCIL

DATE: FEBRUARY 26, 2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: NATHAN HAMBURGER, CITY MANAGER

BY: LOUIS CELAYA, DEPUTY CITY MANAGER
AMBER VICTORIA, MANAGEMENT ANALYST

SUBJECT: WM RESIDENTIAL SOLID WASTE RATE ESCALATION; CONSIDER
REQUEST FOR ADDITIONAL SOLID WASTE RATE ADJUSTMENT FOR
2025

The City currently holds an exclusive residential franchise agreement with WM for the provision of residential solid waste services for the City. On January 11, 2023, the City Council approved WM's request to exercise the extension of the agreement that was scheduled to terminate on June 30, 2023. The approved extension request moved the agreement termination date to June 30, 2027.

Per Section 5.4.1 of the solid waste agreement, WM is entitled to future adjustments (escalation) annually. All solid waste rates are subject to escalation beginning January 1 of each year, and WM is required to notify its customers at least fifteen (15) days prior to the rate increase. For this escalation request, January 1, 2025, was the beginning date the new rates became effective. Escalation reflects only adjustments in the Consumer Price Index (CPI) for the twelve-month period ending September 30 of each year. For the 2023-24 period, the CPI adjustment is 3.22%. Staff and the City's solid waste consultant have reviewed and confirmed that the rates being proposed (Table 1, Table 2, attached) reflect the CPI adjustment. Under the current franchise agreement, the CPI adjustment is capped at 3%.

For the solid waste residential mini-can curbside service level (32 gal trash, 64 gal recycle, 96 gal yard), the CPI adjustment will equate to a monthly \$.67 cost increase. The additional larger curbside service levels will see monthly increases ranging from \$.1.80 to \$2.06 depending on the service level being used by the customer. Multi-family complexes will see monthly increases ranging from \$.52 to \$.76 also dependent upon the service level used. It should be noted that while there are projected CPI increases, two service levels identified as "Level 1 (the most common residential service level) and Level 2 will see no adjustments as a result of rate protection language in the current agreement. Additionally, the larger trash cart service for the multi-family complexes (96 gal trash, 64 gal recycling), will also see no increase due to rate protection language. The 2024 rate will remain the same for 2025 for these service levels.

As in prior year escalations, there will again be several service options categories (i.e., 3rd Additional 96 Trash Cart, Additional 64 gal Trash Cart, Recycling Contamination Fee, etc.) whose rates will also remain the same as a result of the rate protection language. Finally, the valet fee for the multi-family complex will see the final phased increase per the WM proposal agreed to by the City Council at the May 10, 2023, meeting. The new rate will be \$20.00 in 2025.

For the residential bins service rates, the standard service (3 yd. trash bin @ 1x/wk.) will result in a monthly \$3.16 increase. Additional bin service levels will see monthly increases ranging from \$5.81 to \$16.42, depending on the service level selected by the customer.

In addition to the CPI escalation for 2025, the current agreement permits WM to request an additional solid waste rate adjustment. For the sixth consecutive year, WM is requesting an additional solid waste rate adjustment (SWRA) for operation costs. This year's SWRA is being requested to once again reflect the landfill and organics tipping rate increases at the Simi Valley Landfill and Recycling Center for 2025. There is an 8% increase (\$6.64/ton) for the processing of municipal solid waste at the landfill from the 2024 calendar year. The facility is owned and operated by WM, but rates are established by the County of Ventura. WM is also identifying a 25% increase for recyclable processing. As noted in prior year SWRA requests, the request will be additional costs added to the rate set by CPI.

For the 2025 escalation and SWRA request, the Public Works Subcommittee (Subcommittee) was once again asked to review the SWRA request. During the 2024 Escalation and SWRA request, the City Council conditioned future approval of the 2025 SWRA conditional on the following metrics:

- Promote the senior discount
- Promote the organics program and placing foodwaste in bags them in the green waste/organics container
- In rate increase letter explain the retroactive fee is a onetime fee

On February 4, 2025, the Subcommittee met with City staff to discuss the SWRA request and review actions performed by WM based on the metrics. Representatives from WM were also in attendance.

At the meeting it was reported that in 2024, 27% of the total WM customer base have applied for the senior discount (approximately 1441 residents). WM advised in 2024, 153 customers enrolled in the discount program. WM also did make modifications to the Senior Discount enrollment form on the WM Agoura Hills specific website (<https://www.wm.com/us/en/location/ca/agoura-hills/trash-pickup-agoura-hills-ca>), where under the Helpful Resources section, seniors could access the form, complete it, and return it to WM offices either via electronic mail or US mail. The senior discount was promoted via internal customer service efforts. There was no external promotion efforts performed by WM in the community, however the City did assist WM with this effort by

utilizing its social media platforms and the Senior newsletter distributed weekly to also promote the WM senior discount.

For the organics promotion metric, WM did provide several organic specific advertisements which was shared on the City's social media platforms (attached), and also performed two outreach efforts in the Spring and Summer billing cycles. Additionally, WM provided an organic waste reduction information sheet, while not formatted for social media, was placed on the WM website page. The City also placed this on its organics website page. WM did prepare a video on proper recycling with respect to organics, however, it was determined the messaging was a little confusing, and an internal video in lieu was created by the City and RMG, and posted on the City social media platforms. Finally, WM did develop a second video for the October holiday which encouraged organic recycling of pumpkins, which was shared on the City's social media platforms. WM did advise they also performed several outreach efforts on its Facebook page to its customers.

At the conclusion of the Subcommittee meeting, and after some discussion, the Subcommittee did acknowledge the outreach efforts made by WM to satisfy the senior discount and organic metrics connected to the 2025 SWRA request. The Subcommittee also concurred with City staff that WM is a good operational provider and partner. However, the Subcommittee elected to not recommend the SWRA request.

At the Public Works Subcommittee meeting, it was acknowledged that prior to the WM Escalation and SWRA request presentation, the City received a letter from WM requesting consideration of a meeting to discuss the current franchise agreement (residential). Although the Subcommittee expressed a willingness to hear what WM had to propose, this was not the formal item for consideration and thus would warrant a separate discussion by the City Council. Should the City Council express openness to hearing what WM would like to present, it is recommended that City staff be directed to bring back a separate item for discussion that would present the City Council with the full spectrum of options for consideration prior to beginning any discussions on changes to the existing franchise agreement.

Should the City Council approve the SWRA request, as noted previously, an additional cost would be added to the CPI adjustment (Table 3, Table 4). For the standard solid waste residential curbside service levels, the overall cost increase would range from \$1.40 to \$2.25 per month depending on the service level being used, and for multi-family complexes the overall cost increase would range from \$.17 to \$.34 depending on the service level used. One service level for multi-family condo/townhomes (96 gal trash, 64 gal recycling) will not see an SWRA increase as a result of rate protection language. For the residential bins service side, the overall SWRA cost increase would range from \$3.86 to \$23.15 per month depending on the service level being used.

Per the agreement, any SWRA must be substantiated with supporting documentation. The City's solid waste consultant, Solid Waste Solutions Inc. (SWS), has received

supporting documentation (attached) from Waste Management and verified these cost increases.

During the current agreement period, WM has maintained a 54.3% residential waste diversion average over the past three years, and for the CalRecycle 2023 reporting year, the City is currently holding an overall 62.1% diversion based on the past year's report. This assists the City with the continued compliance of an overall diversion rate above the 50%, as required by AB 939. With respect to complaints received for WM, the City received one complaint with respect to proper placement of trash containers at a multi-family complex on two separate occasions. WM investigated the issue and resolved the complaint within two weeks. The City's solid waste consultant did not receive any complaints for the 2024 calendar year. With respect to the overall collection service, the frequency of reported missed pickups for the first three quarters of 2024 was a total 62 occurrences out of 6,023 households. This equates to 1% of the total customers. This represents a 2% decrease from the prior year, 2023. While the goal is to not have missed pickups, missed pickups are common in solid waste collection and not unique in Agoura Hills. WM does resolve these issues within one business day.

Additionally, for the 2024 calendar year, WM successfully conducted residential household hazardous waste and electronic collection, completing 168 individual collections since its transition. WM also reported an increase in senior discount participation of 129%, registering an additional 153 seniors, was present for an education outreach opportunities at 2024 Reyes Adobe Days, May 2024 Senior Expo and Public Safety Day, and provided several organic related social media outreach assets. WM continues to be involved in maintaining the required collection programs to guarantee the City's compliance with SB 1383 (Short Live Climate Pollutants-Organics). The identified activities in this report again demonstrate that, as a service provider, WM continues to provide very good service and assists with the City's compliance of all state mandates.

Based on WM's performance and compliance with the agreement, the escalation CPI increase of 3.0% is approved and will be implemented effective January 1, 2025, with a retroactive billing to January 1, 2025, for the new rates. The additional solid waste adjustment request will require consideration by the City Council.

FISCAL IMPACT

The increase of the CPI may result in a moderate increase to the City Council 2024-25 adopted Budget Revenues (Franchise Fees) for Franchise Fee Account, 010-0000-31400.

RECOMMENDATION

Staff respectfully recommends:

- 1) The City Council receive and file the report for the solid waste rate escalation increase (3.0%) for residential solid waste services for 2025; and

- 2) Review the recommendation of the Public Works Subcommittee, and provide direction to staff on the additional Solid Waste Rate Adjustment request being submitted by WM
- 3) Provide any desired direction to staff regarding the WM Future Meeting Request Correspondence

Attachments: Table 1 – Residential Curbside Service Condo-Townhome Rates 2025 (CPI Only)
Table 2 – Residential Bin Rates 2025 (CPI Only)
Table 3 – Residential Curbside Service/Condo-Townhome Rates 2025 (CPI & SWRA)
Table 4 – Residential Bin Rates 2025 (CPI & SWRA)
WM – Educational Outreach Materials
SWS – Waste Management Rate Increase Review 2025 Memorandum, November 5, 2024
WM – 2025 Rate Adjustment Review Letter, October 30, 2024 (with attachments)
WM – Future of the Franchise Meeting Request, January 30, 2025

Table 1.
RESIDENTIAL CURBSIDE SERVICE/CONDO-TOWNHOME RATES 2025 (with CPI escalation only)

Curbside Service	Trash Cart	Recycle Cart	Yard Cart	Monthly Rate	2024 Rate		
Minican	Blue 32	Grey 64	Green 96	\$ 22.68	\$22.21		
Level 1	Blue 64	Grey 64	Green 96	\$ 30.83	\$29.35		
Level 2	Blue 96	Grey 64	Green 96	\$ 37.73	\$36.63		
Level 3	2 -Blue 64	Grey 64	Green 96	\$ 61.73	\$59.93		
Level 4	1-64 & 1-96	Grey 64	Green 96	\$ 69.39	\$67.37		
Level 5	2-Blue 96	Grey 64	Green 96	\$ 70.71	\$68.65		
Condos/Townhomes	Trash Cart	Recycle Cart	Yard Cart	Rate per unit			
	Blue 32	Grey 64	n/a	\$ 17.77	\$17.25		
	Blue 64	Grey 64	n/a	\$ 26.12	\$25.36		
	Blue 96	Grey 64	n/a	\$ 32.84	\$31.88		
Valet/pullout service				\$ 17.49	\$20.00		

SERVICE OPTIONS

RATE

Start Charge	\$25.25	
Cut Off Restart Fee	\$24.62	
Customer Service Credit Card Processing Fee	\$10.21	
Senior Discount	15%	
Third Additional 96 gal Trash Cart	\$19.88	
Third Additional 64 gal Trash Cart	\$12.85	
Additional 64 gal Recycle Cart (2 nd N/C)	\$5.27	After two carts
Additional 96 gal Recycle Cart (2 nd N/C)	\$5.38	After two carts
Additional 96 gal Green Waste cart	\$4.59	
96 gal Yard/Manure Cart	\$12.31	
Additional 96 gal Yard/Manure Cart	\$12.31	
Recycle Contamination Fee	\$29.69	
Green Waste Contamination Fee	\$29.69	
Extra Pick Up on scheduled service day (bag)	\$3.98	Per bag
Extra Pick Up on scheduled service day (cart)	\$6.67	Per cart
Extra Pick Up on non-scheduled service day	\$39.83*	
*For 3 carts or 6 bags. Anything over this amount is extra. See Above		
Bulky Items Pick Up	4 items total; 2 trips per calendar year	
Additional Bulky Items Pick-ups	\$30.32	

Table 2

RESIDENTIAL BIN RATES 2025 (w/ CPI escalation only)

RESIDENTIAL & MULTI-FAMILY TRASH BINS RATES

		<u>2025 Rate</u>	<u>2024 Rate</u>		<u>2025 Rate</u>	<u>2024 Rate</u>
1.5 yd. Trash Bin:	1x Week	\$ 95.30	\$92.52	5x Week	\$ 378.48	\$367.46
	2x Week	\$ 171.28	\$166.29	6x Week	\$ 447.58	\$434.54
	3x Week	\$ 240.36	\$233.36			
	4x Week	\$ 304.20	\$295.34			
3 yd. Trash Bin:	1x Week	\$ 108.38	\$105.22	5x Week	\$ 475.21	\$461.37
	2x Week	\$ 199.40	\$193.59	6x Week	\$ 563.64	\$547.22
	3x Week	\$ 298.39	\$289.70			
	4x Week	\$ 386.80	\$375.53			
4 yd. Trash Bin:	1x Week	\$ 117.53	\$114.11	5x Week	\$540.65	\$524.90
	2x Week	\$ 216.27	\$209.97	6x Week	\$647.63	\$628.77
	3x Week	\$ 320.64	\$311.30			
	4x Week	\$ 432.52	\$419.92			

RESIDENTIAL & MULTI-FAMILY RECYCLE BINS RATES

		<u>2025 Rate</u>	<u>2024 Rate</u>		<u>2025 Rate</u>	<u>2024 Rate</u>
1.5 yd. Recycle Bin:	1x Week	\$ 41.93	\$40.71	5x Week	\$ 208.66	\$202.58
	2x Week	\$ 83.53	\$81.10	6x Week	\$ 250.40	\$243.11
	3x Week	\$ 125.13	\$121.49			
	4x Week	\$ 167.08	\$162.41			
3 yd. Recycle Bin:	1x Week	\$ 49.88	\$48.43	5x Week	\$ 235.29	\$228.44
	2x Week	\$ 98.15	\$95.29	6x Week	\$ 281.00	\$272.82
	3x Week	\$ 143.76	\$139.57			
	4x Week	\$ 189.68	\$184.16			
4 yd. Recycle Bin:	1x Week	\$ 56.53	\$54.88	5x Week	\$ 255.24	\$247.81
	2x Week	\$ 107.45	\$104.32	6x Week	\$ 303.64	\$294.80
	3x Week	\$ 158.34	\$153.73			
	4x Week	\$ 206.97	\$200.94			
3yd Manure	1x Week	\$158.52	\$153.90			
Valet Service	1x Week	\$30.80	\$29.90			
	2 x Week	\$59.32	\$57.59			
	3x Week	\$88.73	\$86.15			

Table 3

RESIDENTIAL CURBSIDE SERVICE/CONDO-TOWNHOME RATES 2025 (with CPI escalation & SWRA)

Curbside Service	Trash Cart	Recycle Cart	Yard Cart	Monthly Rate	2024 Rate		
Minican	Blue 32	Grey 64	Green 96	\$ 24.58	\$22.21		
Level 1	Blue 64	Grey 64	Green 96	\$ 29.35	\$29.35		
Level 2	Blue 96	Grey 64	Green 96	\$ 36.63	\$36.63		
Level 3	2 -Blue 64	Grey 64	Green 96	\$ 63.64	\$59.93		
Level 4	1-64 & 1-96	Grey 64	Green 96	\$ 71.47	\$67.37		
Level 5	2-Blue 96	Grey 64	Green 96	\$ 72.96	\$68.65		
Condos/Townhomes	Trash Cart	Recycle Cart	Yard Cart	Rate per unit			
	Blue 32	Grey 64	n/a	\$ 17.94	\$17.25		
	Blue 64	Grey 64	n/a	\$ 26.46	\$25.36		
	Blue 96	Grey 64	n/a	\$ 31.88	\$31.88		
Valet/pullout service				\$ 20.00	\$17.49		

SERVICE OPTIONS

RATE

Start Charge	\$25.25	
Cut Off Restart Fee	\$24.62	
Customer Service Credit Card Processing Fee	\$10.21	
Senior Discount	15%	
Third Additional 96 gal Trash Cart	\$19.88	
Third Additional 64 gal Trash Cart	\$12.85	
Additional 64 gal Recycle Cart (2 nd N/C)	\$5.27	After two carts
Additional 96 gal Recycle Cart (2 nd N/C)	\$5.38	After two carts
Additional 96 gal Green Waste cart	\$5.83	
96 gal Yard/Manure Cart	\$13.55	
Additional 96 gal Yard/Manure Cart	\$13.55	
Recycle Contamination Fee	\$29.69	
Green Waste Contamination Fee	\$29.69	
Extra Pick Up on scheduled service day (bag)	\$3.86	Per bag
Extra Pick Up on scheduled service day (cart)	\$6.48	Per cart
Extra Pick Up on non-scheduled service day	\$32.19*	
*For 3 carts or 6 bags. Anything over this amount is extra. See Above		
Bulky Items Pick Up	4 items total; 2 trips per calendar year	
Additional Bulky Items Pick-ups	\$30.32	

Table 4

RESIDENTIAL BIN RATES 2025 (w/ CPI escalation & SWRA)**RESIDENTIAL & MULTI-FAMILY TRASH BINS RATES**

		<u>2025 Rate</u>	<u>2024 Rate</u>		<u>2025 Rate</u>	<u>2024 Rate</u>
1.5 yd. Trash Bin:	1x Week	\$ 92.52	\$88.07	5x Week	\$ 367.46	\$349.76
	2x Week	\$ 166.29	\$158.28	6x Week	\$ 434.54	\$413.61
	3x Week	\$ 233.36	\$222.12			
	4x Week	\$ 295.34	\$281.12			
3 yd. Trash Bin:	1x Week	\$ 107.73	\$102.54	5x Week	\$ 461.37	\$439.16
	2x Week	\$ 196.40	\$186.94	6x Week	\$ 547.22	\$520.86
	3x Week	\$ 289.70	\$275.75			
	4x Week	\$ 375.53	\$357.44			
4 yd. Trash Bin:	1x Week	\$ 115.45	\$109.89	5x Week	\$ 529.20	\$503.71
	2x Week	\$ 215.11	\$204.76	6x Week	\$ 628.77	\$598.49
	3x Week	\$ 318.99	\$303.62			
	4x Week	\$ 429.66	\$408.97			

RESIDENTIAL & MULTI-FAMILY RECYCLE BINS RATES

		<u>2025 Rate</u>	<u>2024 Rate</u>		<u>2025 Rate</u>	<u>2024 Rate</u>
1.5 yd. Trash Bin:	1x Week	\$ 40.71	\$38.75	5x Week	\$ 202.58	\$192.83
	2x Week	\$ 81.10	\$77.19	6x Week	\$ 243.11	\$231.40
	3x Week	\$ 121.49	\$115.64			
	4x Week	\$ 162.21	\$154.40			
3 yd. Trash Bin:	1x Week	\$ 48.43	\$46.10	5x Week	\$ 228.44	\$217.44
	2x Week	\$ 95.29	\$90.70	6x Week	\$ 272.82	\$259.68
	3x Week	\$ 139.57	\$132.84			
	4x Week	\$ 184.16	\$175.29			
4 yd. Trash Bin:	1x Week	\$ 54.88	\$52.23	5x Week	\$ 247.81	\$235.87
	2x Week	\$ 104.32	\$99.29	6x Week	\$ 294.80	\$280.60
	3x Week	\$ 153.73	\$146.33			
	4x Week	\$ 200.94	\$191.26			
3yd Manure	1x Week	\$153.90	\$146.89			
Valet Service	1x Week	\$29.90	\$28.46			
	2 x Week	\$59.31	\$56.46			
	3x Week	\$88.73	\$84.46			

HALLOWEEN TIP FOR YOUR ORGANICS!

Paper bags are not only great to reuse for collecting treats, but also great for your food waste! Try these 3 simple steps:

- 1) Place the food waste in a paper bag
- 2) Sprinkle the inside with baking soda to help absorb moisture and smells
- 3) Close the bag up and place it inside your organics green cart for weekly collection!



Easy Tips to Prevent Food Waste At Home



- Keep the fridge at 40° F or below to prevent spoiling.
- Keep fruits & veggies separate. Fruits release ethylene which causes veggies to spoil. Wash only when ready to use.
- Colder air sinks to the bottom of your fridge. Store meat, poultry & fish near the bottom. Side doors are the warmest part of the fridge.
- Freezing pushes the pause button to extend the storage life of many foods.
- Pack veggies loosely allowing air access. The closer they are, the quicker they spoil.
- Don't mix leafy greens with root veggies. They'll last longer when stored in different drawers.
- Shop your refrigerator first. Cook and eat the food you have. Use ripe bananas in bread or peel and freeze for smoothies.
- Plan your menu before shopping. Make a list and only buy what you need.
- Avoid buying perishable food in bulk unless you are committed to quickly eating or sharing it.
- Revive your veggies with a 10-minute ice water soak. This works for green beans, carrots, broccoli, celery, asparagus and lettuce/leafy greens.
- Use the edible parts of food you normally do not eat. For example, turn stale bread into croutons, use carrot tops or parsley in pesto and turn soon-to-be discarded veggies into soup.



It's the Law: Mandatory Food Scraps Recycling

You can help reduce waste and slow climate change by properly preparing your organic waste

What Goes in the Organics Cart:



FOOD WASTE & FOOD SOILED PAPER



YARD WASTE



PRODUCE



MEAT, FISH & POULTRY



DO NOT INCLUDE:
LOOSE PLASTIC BAGS
SERVEWARE/UTENSILS
PLASTIC CONTAINERS
FOAM CONTAINERS
HAZARDOUS WASTE



BREAD, PASTA, RICE,
GRAINS, COFFEE GROUNDS



DAIRY

Ensure food scraps are placed in a plastic bag or paper bag before placing in your organics cart.

Help Divert Food Scraps from the Landfill

NEW changes to your organics program

Food scraps **must** be contained in a plastic bag or a paper bag before placing in your organics cart.



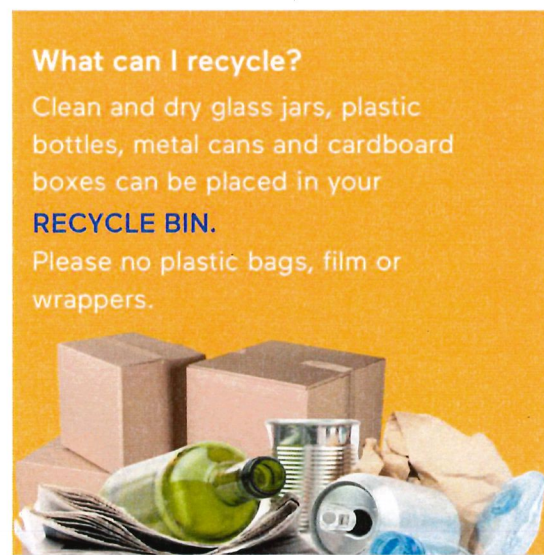
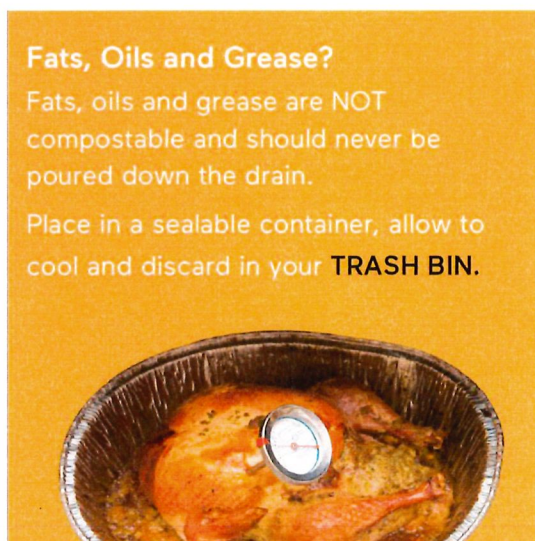
To Learn More Visit: wm.com/us/en/sb1383

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Spring/Summer Outreach (Billing Insert)

Other Recycling Outreach



Think Green,
Think Clean. WM
Join our team. We're hiring.
run on clean power. wm.com



Celebrate America Recycles Day®
With These Simple Tips From
America's Largest Recycler

A Keep American Beautiful® national program



3 Basic Recycling Rules



No plastic bags or
film



Clean and dry
recyclables only



Keep food and
liquid out

When In Doubt, Throw It Out



Mylar bags and foil
pouches



Single-use plastics and
to-go containers



Garden hoses



Solid Waste Solutions Inc./City Permit Services

Transmittal Memorandum

To:	Louis Celaya, Deputy City Manager
From:	Kimberly Nilsson, President
Date:	November 5, 2024
Subject:	Waste Management Rate Increase Review 2025

At the City's request Solid Waste Solutions, Inc. (SWS) was tasked to review the rate increase request submitted by Waste Management on October 30, 2024. As part of a rate increase SWS will review the Franchise Agreement between the City of Agoura Hills and G.I. Industries, a Utah Corporation for Integrated Exclusive Residential Waste Management Services, dated January 1, 2017, for contract compliance.

1. Evaluate the rate increase request.
2. Provide a franchise compliance review.

1. Rate Increase Review:

In accordance with the Franchise Agreement for Integrated Exclusive Residential Waste Management Services, Article 5 Company Compensation, Rates and Fees: City Fees Sections 15.3 Future Adjustments 5.3.1 Escalation and 5.3.2 Solid Waste Rate Adjustments, Waste Management has submitted a request for an escalation increase using Consumer Price Index (CPI) values defined as the 12-month period ending September 30 of each year and also an operational cost increase. Both increases are requested to be effective on January 1, 2025.

The CPI increase presented to the City is a straightforward calculation in accordance with the franchise agreement and in this case is calculated at 3.22%. Pursuant to the contract, Section 5.3.1 Escalation, the maximum CPI allowed is 3%.

The operational increase makes up the remaining amount and is due to the increase in landfill and organics gate rate tipping fee increases. Waste Management has presented documentation to support the following tipping increases:

Refuse/Trash:	\$6.64/ton	Simi Valley Landfill
Organics:	\$15.08/ton	Calabasas Landfill
	\$5.70/ton	Simi Valley Landfill



Solid Waste Solutions, Inc./City Permit Services

Waste Management has presented their calculations and verified the cost increases using the tonnages of material that come from the City of Agoura Hills. Calculations and summary rate tables for the residential and commercial sectors have been provided and included in the attached report.

The Waste Management calculations indicate that the residential cart rates will be increased between 6.08% and 9.34%. The residential bin rates are billed by type of service, therefore the increases range in magnitude from 5.09% for a 1.5CY1 day/week refuse collection to 7.91% for 4CY/6 days/week.

SWS has reviewed all calculations and the new rates that Waste Management has presented have been verified. But all the requested increases cannot be implemented. In accordance with Franchise Section 5.4 Most Favored City, it states that WM agrees that the Agoura Hills rates shall not be greater than the identified neighboring Cities. Those cities are Calabasas, Hidden Hills, Malibu and Westlake Village. SWS has compared the rates of the neighboring cities and there are lower rates in some areas from both the City of Calabasas and City of Westlake Village. SWS has taken the spreadsheets provided by WM and added the Calabasas and Westlake rates. The orange rates on the spreadsheet cannot be increased.

Proposed Rates: 2025 Agoura Hills			
Type of Service		Current 2024 Rates	Proposed 2025 Rates
Residential			
Mini-can Service	32 Gallon Trash	\$ 22.21	\$ 24.28
Level 1	64 Gallon Trash	\$ 29.35	\$ 31.80
Level 2	96 Gallon Trash	\$ 36.63	\$ 39.47
Level 3	2-64 Gallon Trash	\$ 59.93	\$ 63.64
Level 4	1-64 & 1-96 Gallon trash	\$ 67.37	\$ 71.47
Level 5	2-96 Gallon Trash	\$ 68.65	\$ 72.96
Multi-Family			
3 Cubic Yards Trash	1/Week	\$ 105.22	\$ 112.24
3 Cubic Yard Recycle	1/Week	\$ 48.43	\$ 49.88



Solid Waste Solutions, Inc./City Permit Services

2. Contract Review:

SWS completed a review of the Waste Management submittal and attachments and reports submitted throughout the year 2023. We find that Waste Management is in compliance with the agreement and a good service provider. With regards to the efficiency of collection and compliance with the agreement, Waste Management has met the stated 50% diversion mandated by AB939, submitted all required reports on time, and continually demonstrates it is an active participant in the community.

Below is a table indicating the haulers franchise diversion for the last 3 years:

Year	Residential/Multi-Family
2021	55.39%
2022	56.75%
2023	51.04%
2024	52.35%*

* Through 3rd Quarter 2023

Waste Management staff are available for inquiries, and appear responsive to City staff needs, and the company demonstrates its commitment to safety with their frequent trainings of their staff.

Procedures for Customer Complaints/Resolution: Waste Management continues to demonstrate an efficient system in handling customer complaints and providing same day resolutions. Below is a summary of missed pick-ups from complaint logs received for the contract period.

2024 Quarter	Number of Occurrences Reported
1 st	25
2 nd	20
3 rd	17

The franchise agreement requires the Franchisee to implement all State of California mandatory programs. Beyond meeting the 50% diversion mandated by AB 939, the following programs are also required and reported to be fully implemented by Waste Management.



Solid Waste Solutions, Inc./City Permit Services

- AB 341: Mandatory Commercial/Multi-family Recycling: Triggering level 4CY commercial waste generated weekly or multi-family units of 5 or greater.
- AB 1826: Mandatory Organics Recycling: Triggering level 4CY commercial waste generated weekly or multi-family units of 5 or greater.
- SB 1383: Short Lived Climate Pollutants: Organics Recycling: All residential and multi-family/commercial accounts shall have an organics program.

Upon reviewing diversion reports submitted quarterly, ongoing program implementation/coordination, and review of the request for a CPI and Operational rate increases, SWS finds that Waste Management is in compliance with the franchise agreement requirements for the rate increase. SWS thereby is submitting the Waste Management 2025 Rate Adjustment Review package to the City for final consideration by the City Manager. In accordance with Article 5 of the franchise agreement, this package has been reviewed, is deemed acceptable and ready for review by the City staff.

If the rate increase is deemed acceptable by the City Manager, the City Manager at their discretion, in accordance with the contract, is authorized to make a final determination of the appropriate amount of the adjustment that may be applied.

The contractor is required to provide all customers with a minimum of fifteen days' written notice prior to the increase. The Residential bills for January 2024 are typically mailed out around December 15th.

If SWS was to recommend any area that needs enhancements it would be in program outreach. In order to gain program participation, the residents need to understand what is required of them to properly divert their recyclables and organics properly. There needs to be a more targeted approach to reach the residents. Many people have their bills automatically debited and do not see bill inserts or other outreach. The use of social media, e-mail blasts and advertising in the local Acorn is the way to enhance their program promotion.

Please let us know if you concur with our review of the rate increase and what you would like for next steps on this. As always thank you for allowing our firm the opportunity to collaborate with you.

Consumer Price Index for All Urban Consumers (CPI-U) Original Data Value

Series Id: CUURS49ASA0
 Not Seasonally Adjusted
 Series Title: All items in Los Angeles-Long Beach-Anaheim, CA, all
 Area: Los Angeles-Long Beach-Anaheim, CA
 Item: All items
 Base Period: 1982-84=100
 Years: 2014 to 2024

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2014	239.857	241.059	242.491	242.437	243.362	243.528	243.727	243.556	243.623	243.341	241.753	240.475	242.434	242.122	242.746
2015	239.724	241.297	243.738	243.569	246.093	245.459	247.066	246.328	245.431	245.812	245.711	245.357	244.632	243.313	245.951
2016	247.155	247.113	247.873	248.368	249.554	249.789	249.784	249.700	250.145	251.098	250.185	250.189	249.246	248.309	250.184
2017	252.373	253.815	254.525	254.971	255.674	255.275	256.023	256.739	257.890	258.883	259.135	259.220	256.210	254.439	257.982
2018	261.235	263.012	264.158	265.095	266.148	265.522	266.007	266.665	268.032	269.482	268.560	267.631	265.962	264.195	267.730
2019	269.468	269.608	271.311	273.945	274.479	274.380	274.682	274.579	276.054	278.075	277.239	275.553	274.114	272.199	276.030
2020	277.755	278.657	276.589	275.853	276.842	278.121	279.899	280.116	279.366	279.947	280.102	279.560	278.567	277.303	279.832
2021	280.178	281.347	282.648	285.808	287.620	289.218	290.890	291.333	292.209	294.961	296.790	297.925	289.244	284.470	294.018
2022	301.209	302.164	306.679	308.302	310.649	314.072	313.415	313.608	315.033	317.014	314.633	312.601	310.782	307.179	314.384
2023	318.591	317.571	317.873	320.089	320.514	322.055	321.931	324.050	324.984	324.545	323.341	323.456	321.583	319.449	323.718
2024	326.640	328.232	330.671	332.572	332.956	332.357	332.928	333.359	334.123					330.571	

SWS Calculation check for Waste Management CPI

Oct 2023 - Sept 2024	3955.180
Oct 2022-Sept 2023	3831.906
Total: Oct 2023-Sept 2024	3955.180
Total: Oct 2022-Sept 2023	3831.906
Difference	123.2740
Divided by 22-23	0.0322
Percentage (X100)	3.2170 3% maximum

	12 mon	Average
23-24	3955.18	329.60
22-23	3831.91	319.33
Diff	123.27	10.27
	0.0312	0.0312
	3.1168	3.1168



WM
195 W Los Angeles Avenue
Simi Valley, CA 93065

October 30, 2024

Mr. Louis Celaya
City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA

RE: 2025 Rate Adjustment Review

Dear Mr. Celaya,

In accordance with the amended Franchise Agreement between the City of Agoura Hills and WM, we respectfully request an annual adjustment of service rates. The calculations and supporting documentation for this request are enclosed with this letter.

Additionally, WM is requesting a Solid Waste Rate Adjustments (SWRA) to service rates to account for year over year increases in the landfill and organics tipping rates incurred as allowed under Section 5.3.2 of the Agreement. In the last year, tipping fees have increased as follows:

Material	Facility	Entity Determining Rates	2025 Change in Cost Per Ton	% Change
Trash	Simi Valley Landfill and Recycling Center	County of Ventura	\$6.64/Ton	7.59%
Organics	Calabasas Landfill & Simi Valley Landfill and Recycling Center	Los Angeles County Sanitation District	\$15.08/Ton	25%

Summary of Rate Adjustments Requested:

Below is a summary of the adjustments requested and the impact on the monthly rate for Level 1 service, which is the most common level of service:

2024 Current Residential Level 1 Rate: \$29.35:

- 2025 CPI = 3.22%, Capped at 3%: \$0.88
- 2025 Trash Disposal Adjustment: \$0.34
- 2025 Organics Processing Adjustment: \$1.24

2025 New Residential Level 1 Rate: \$31.80 (rounded down to nearest point)

Request to Review and Revise the Rate Adjustment Language

Despite what the City Council has approved, the majority of residential customers in the City of Agoura Hills have received virtually no adjustment since 2021 due to staff's interpretation of the "Most Favored City" provision in Section 5.4 of the agreement. Without relief from this provision, and with the continued consideration of rates in the City of

Westlake Village, rates will not change again in 2025 despite a calculated \$2.46 increase in costs for Level 1 Service Rates. Of that \$2.46, \$1.58 is directly tied to changes in disposal and organics processing costs set by Ventura and Los Angeles County, entirely out of WM control.

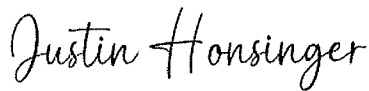
While we understand the intention of the Agreement's existing language is to protect Agoura Hills residents from significant and unpredictable increases in their service rates, the limitations imposed are unrealistic to current economic trends and detrimental to the future viability of the franchise. **We respectfully request we continue our ongoing discussion of the MFN and explore options to immediately amend the Agreement to address the disparity between actual changes in rates compared to those calculated under CPI and SWRA outlined in the agreement.**

The table that follows demonstrates the change in service rates over the last 5 years. Standard service rates have changed by a total of \$.01, representing 0.03% change in rate despite a 26% change in cost (represents \$8.42 for Residential Level 1 service) calculated in the contractual formula for this same period.

Rate History	2021	2022	2023	2024	2025	Total
Actual Standard Level 1 Service Rate	\$29.34	\$29.34	\$29.35	\$29.35	\$29.35	\$29.35
Calculated % Change in Rate Per Approved Formula	3.01%	2.97%	5.07%	6.65%	8.36%	26.06%
Actual % Change in Rate Limited by MFN	0%	0%	.03%	0%	0%	0.3%
Difference in Actual Rate Versus CPI & SWRA	(3.01%) (\$0.88) \$30.22	(2.97%) (\$0.89) \$31.11	(5.04%) (\$1.57) \$32.68	(6.65%) (\$2.17) \$34.85	(8.36%) (\$2.91) \$37.76	(26.03%) (\$8.42) \$37.76

As always, WM remains dedicated to making a positive difference in Agoura Hills' environment and quality of life. We look forward to discussing it with you at your earliest convenience. Should you have any questions, please feel free to contact me at jhonsing@wm.com or by phone at 818-254-5731.

Sincerely,



Justin Honsinger
Area Manager -Public Sector Solutions

Attachments:

- Exhibit A – 2025 Rate Adjustment Calculations
- Exhibit B – 2024 SVLF Annual Report
- Exhibit C – 2024 SVLF Gate Rate Sheet
- Exhibit D – WM Statement of Review
- Exhibit E – City Comparison Rates – City of Calabasas



Statement for Rate Review

Collection Reliability

Waste Management has always met or exceeded all collection requirements in accordance with the Residential Franchise Agreement. WM has furnished new start customers with necessary equipment within 24 hours of notice of start date. To date WM has never failed to complete any route collection service on a scheduled day, all miss picks will be collected within 24 hours of notification.

Collection Quality

Waste Management performs ongoing routine inspections on all residential carts to ensure containers are in good working order, left standing after collection and uniform color with appropriate markings. Never at any time do WM drivers leave a site that has had a spill occurrence, Route Supervisors are notified and clean up starts immediately. WM starts collection at 7 am as stated in the Franchise Agreement. All equipment requests are delivered within 24 to 48 hours, in some cases if possible same day.

Customer Responsiveness

At this time Waste Management has no unresolved complaints to address with any residential customer. WM is always quick to find solutions and resolve every issue because our Route Supervisors perform personal visits to each and every situation that may arise. WM is committed to providing the highest level of customer service. No equipment is allowed out of facility that is not in like new condition.

Timeliness of Submissions to the City

Pursuant to the Franchise Agreement, Waste Management is in compliance with all reporting requirements, quarterly and annually.

Accuracy of Billing

Waste Management has billed all residential customers by type of service, with a due date and in accordance with the approved rate schedule.

Implementation of Public Education Plan

Waste Management has performed all public education plans set forth to meet all required deadlines.

Imposition of Liquidated Damages

Waste Management is not aware of any occurrences of events at this time through customer complaints or other investigation that would require liquidated damages. WM has not received a notice from the city of an incident of non-performance.

Amount & Timing of Payment

Waste Management has never been assessed by the City of Agoura Hills to pay for an assessment of Liquidated Damages.

Extension of Time of Performance

Since the inception of the Franchise Agreement July 2007 there has not been any interruption or discontinuance of service due to natural causes or other. WM has never asked for an extension for delayed services.

Assurance of Performance

Waste Management has made a commitment to the City of Agoura Hills to provide world class service to their customers and the environment. At no time during the beginning of the Franchise Agreement has WM provided untimely or unsatisfactory service.



Jan. 1 - Dec. 31, 2025

Service and Fee Schedule

Disposal Materials*	Ventura County (or outside CA)	Non-Ventura County (within CA)**
Municipal Solid Waste (MSW)	\$90.00 per ton	\$94.09 per ton
MSW - Transfer Trailers	\$58.05 per ton	\$62.05 per ton
MSW - Pick-up trucks to height of cab or trailers 8 feet and under***	\$51.00 per load	\$55.00 per load
MSW - Cars up to 500 lbs.	\$35.50 min.	\$39.50 min.
Recycling Materials*		
Construction & Demolition (C&D) for Processing	\$108.50 per ton	\$112.80 per ton
C&D - Pick-up trucks to height of cab or trailers 8 feet and under***	\$75.25 per ton	\$79.25 per ton
C&D Certification	\$15.05 per ton	\$15.05 per ton
Asphalt (clean only)	\$43.00 per ton	\$47.00 per ton
Concrete (clean only)	\$43.00 per ton	\$47.00 per ton
Dirt (clean only)	\$40.85 per ton	\$44.85 per ton
Food Waste	\$138.25 per ton	\$148.25 per ton
Bagged, Commingled Food Waste	\$100.85 per ton	\$104.85 per ton
Greenwaste and Wood	\$89.70 per ton	\$93.70 per ton
Greenwaste and Wood - Pick-up trucks to height of cab or trailers 8 feet and under***	\$58.05 per load	\$62.30 per load
Special Handling Waste* Requires Pre-Approval		
Drums	\$145.10 ea.	\$145.10 ea.
Industrial, Process, Sewage Sludge	\$94.60 per ton	\$98.60 per ton
Non-Friable Asbestos	\$185.98 per ton	\$195.98 per ton
Preservative Treated Wood	\$111.20 per ton	\$115.20 per ton
Treated Medical Waste	\$111.20 per ton	\$115.20 per ton
Other Materials*		
Appliances	\$24.75 ea.	\$24.75 ea.
Dead Livestock	\$167.70 ea.	\$171.70 ea.
Hard-to-handle items (case by case basis)	\$129 - \$344 ea.	\$129 - \$344 ea.
Tires: Motorcycle/Passenger/Pick-up truck	\$14.50 ea.	\$14.50 ea.
Tires: Large Truck	\$39.75 ea.	\$39.75 ea.
Tires: Off-Road/Heavy Equipment	\$306.50 ea.	\$306.50 ea.
Vehicle Weights Only	\$15.05 ea.	\$15.05 ea.

Non-Acceptable Materials

All hazardous materials are prohibited including but not limited to:

- Automotive bodies and fluids (fuel, antifreeze, oils)
- Batteries
- Biological/Medical Waste
- Chemicals of any kind (pool, pesticides, weed killer)
- Electronic Waste of any kind
- Empty Containers (that may have contained or have contained hazardous materials)
- Fluorescent Light Tubes and Ballasts
- Liquids
- Paint, lacquer, stain, thinner, varnish and wood preservatives
- Radioactive Materials
- Septic Tank or Chemical Toilet Waste
- Universal Waste
- Water-Soluble Solids (salts, borax, lye, caustics/ acids)

All Ventura County customers exceeding one (1) ton (excluding local jurisdiction Contract Collectors) will be required to complete a "Waste Origin Reporting Form."

State law requires all loads to be securely covered.

* CIWMP of \$.05 per ton collected on all disposed tons, excluding waste collected from Contract Collectors with any Ventura County jurisdiction.

** Non-Ventura County materials originating within California.

*** Per ton fee will apply if any minimum vehicle exceeds one (1) ton.

For information about the proper disposal of prohibited materials, household hazardous waste collection events and other waste and recycling services, please contact your local waste hauler, City or County.

City of Simi Valley	simivalley.org	(805) 583-6321
City of Moorpark	moorparkca.gov	(805) 517-6241
City of Thousand Oaks	toaks.org	(805) 449-7283
County of Ventura	vcpublishworks.org	(805) 658-4323

Location:

2801 N. Madera Road, Simi Valley, CA 93065
Phone (805) 579-7267 Fax (805) 579-7482

Hours of Operation

Monday - Saturday 7:00 a.m. - 4:00 p.m.
3rd Sunday of each month 10:00 a.m. - 4:00 p.m.
All vehicles must be unloaded by 4:30 p.m. Mon. - Sat.
No refunds for partially unloaded vehicles.

Payment Information

Credit or Debit Cards only, no cash or checks.
One (1) ton minimum on all per ton fees.
To open an account, call (805) 579-7267.
Volume discounts available by contract.

*We reserve the right to refuse any load.
Please adhere to all safety guidelines at
Waste Management's facility.*



January 1 - December 31, 2024

Service and Fee Schedule

Disposal Materials*	Ventura County (or outside CA)	Non-Ventura County (within CA)**
Municipal Solid Waste (MSW)	\$83.45 per ton	\$87.45 per ton
MSW - Pick-up trucks to height of cab or trailers 8 feet and under***	\$54.00 per load	\$58.00 per load
MSW - Cars up to 500 lbs.	\$33.00 min.	\$37.00 min.
Recycling Materials*		
Construction & Demolition (C&D) for Processing	\$100.95 per ton	\$104.95 per ton
C&D - Pick-up trucks to height of cab or trailers 8 feet and under***	\$70.00 per ton	\$74.00 per ton
C&D Certification	\$14.00 per ton	\$14.00 per ton
Asphalt (clean only)	\$40.00 per ton	\$44.00 per ton
Concrete (clean only)	\$40.00 per ton	\$44.00 per ton
Dirt (clean only)	\$38.00 per ton	\$42.00 per ton
Food Waste	\$128.50 per ton	\$138.50 per ton
Bagged, Commingled Food Waste	\$93.80 per ton	\$97.80 per ton
Greenwaste and Wood	\$84.00 per ton	\$88.00 per ton
Greenwaste and Wood - Pick-up trucks to height of cab or trailers 8 feet and under***	\$54.00 per load	\$58.00 per load
Special Handling Waste* Requires Pre-Approval		
Drums	\$135.00 ea.	\$135.00 ea.
Industrial, Process, Sewage Sludge	\$88.00 per ton	\$92.00 per ton
Non-Friable Asbestos	\$173.00 per ton	\$183.00 per ton
Preservative Treated Wood	\$103.45 per ton	\$107.45 per ton
Treated Medical Waste	\$103.45 per ton	\$107.45 per ton
Other Materials*		
Appliances	\$23.00 ea.	\$23.00 ea.
Dead Livestock	\$156.00 ea.	\$160.00 ea.
Hard-to-handle items (case by case basis)	\$120 - \$320 ea.	\$120 - \$320 ea.
Tires: Motorcycle/Passenger/Pick-up truck	\$13.50 ea.	\$13.50 ea.
Tires: Large Truck	\$37.00 ea.	\$37.00 ea.
Tires: Off-Road/Heavy Equipment	\$285.00 ea.	\$285.00 ea.
Vehicle Weights Only	\$14.00 ea.	\$14.00 ea.

Non-Acceptable Materials

All hazardous materials are prohibited including but not limited to:

- Automotive bodies and fluids (fuel, antifreeze, oils)
- Batteries
- Biological/Medical Waste
- Chemicals of any kind (pool, pesticides, weed killer)
- Electronic Waste of any kind
- Empty Containers (that may have contained or have contained hazardous materials)
- Fluorescent Light Tubes and Ballasts
- Liquids
- Paint, lacquer, stain, thinner, varnish and wood preservatives
- Radioactive Materials
- Septic Tank or Chemical Toilet Waste
- Universal Waste
- Water-Soluble Solids (salts, borax, lye, caustics/ acids)

All Ventura County customers exceeding one (1) ton (excluding local jurisdiction Contract Collectors) will be required to complete a "Waste Origin Reporting Form."

State law requires all loads to be securely covered.

*CIWMP of \$.05 per ton collected on all disposed tons, excluding waste collected from Contract Collectors with any Ventura County jurisdiction.

** Non-Ventura County materials originating within California.

*** Per ton fee will apply if any minimum vehicle exceeds one (1) ton.

For information about the proper disposal of prohibited materials, household hazardous waste collection events and other waste and recycling services, please contact your local waste hauler, City or County.

City of Simi Valley	simivalley.org	(805) 583-6321
City of Moorpark	moorparkca.gov	(805) 517-6241
City of Thousand Oaks	toaks.org	(805) 449-7283
County of Ventura	vcpublishingworks.org	(805) 658-4323

Location

2801 N. Madera Road, Simi Valley, CA 93065
Phone (805) 579-7267 Fax (805) 579-7482

Hours of Operation

Monday - Saturday 7:00 a.m. - 4:00 p.m.
3rd Sunday of each month 10:00 a.m. - 4:00 p.m.
All vehicles must be unloaded by 4:30 p.m. Mon. - Sat.
No refunds for partially unloaded vehicles.

Payment Information

Credit or Debit Cards only, no cash or checks.
One (1) ton minimum on all per ton fees.
To open an account, contact (805) 579-7267.
Volume discounts available by contract.

*We reserve the right to refuse any load.
Please adhere to all safety guidelines at
Waste Management's facility.*

Central Services
Joan Araujo, Director

Engineering Services
Anastasia Seims, Director

Roads & Transportation
Anitha Balan, Director

Water & Sanitation
Vacant, Director

Watershed Protection
Jeff Palmer, Director

October 2, 2024

Ms. Nicole Stetson, District Manager
Simi Valley Landfill & Recycling Center
2801 N. Madera Road
Simi Valley, CA 93065

**Subject: Submittal of Final 2024 Simi Valley Landfill & Recycling Center
Annual Report; 2025 Proposed Gate Rates**

Dear Ms. Stetson,

Pursuant to Section 4.2 of the *Amended and Restated Agreement for the Operation and Closure of the Simi Valley Landfill and Recycling Center*, the County has completed our review of the Final 2024 Annual Report for the Simi Valley Landfill & Recycling Center for the period of July 2023 through June 2024. The Service & Fee Schedule, submitted as Attachment 4 of the Annual Report, is approved, effective January 1, 2025.

The approved Maximum and Posted Gate Rates, effective January 1, 2025, through December 31, 2025, unless adjusted per the applicable provisions of the Operating Agreement, are as follows:

2025 Maximum & Posted Gate Rates		
Within Ventura County*	WMC Posted Gate Rate for MSW	\$90.00/ton
	Maximum Allowable Gate Rate for MSW	\$90.00/ton
*Or outside the State of California		
Outside Ventura County**	WMC Posted Gate Rate for MSW	\$94.09/ton
	Maximum Allowable Gate Rate for MSW	\$94.09/ton
**Within the State of California		

In reference to Section 10 of the 2024 Annual Report, WMC has committed to provide the "Ventura County Jurisdictional Discount Rate" (formerly "Volume Discount Rate") for municipal solid waste (MSW) after publishing of the September CPI, as well as Attachment 2, the Waste Type by Jurisdiction of Origin report, by late October.



Accordingly, please provide the referenced Jurisdictional Discount Rate and Waste Type by Jurisdiction of Origin report no later than November 1, 2024.

If you should have any questions, please do not hesitate to contact Dustin Colyar at (805) 658-4318.

Sincerely,



Derrick Wilson
Interim Manager, IWMD

Cc: Rick Raives, Interim Director, Water and Sanitation Department
Asad Baig, Analyst, CEO
Dustin Colyar, Analyst, IWMD
Paulamarie Young, WM





**LOS ANGELES COUNTY
SANITATION DISTRICTS**
Converting Waste Into Resources

Robert C. Ferrante

Chief Engineer and General Manager

1955 Workman Mill Road, Whittier, CA 90601-1400
Mailing Address: P.O. Box 4998, Whittier, CA 90607-4998
(562) 699-7411 • www.lacsd.org

January 26, 2024

Dear Solid Waste Facility Customer:

Solid Waste Management Facilities Rates

This is to advise you of new gate rates for municipal solid and inert waste (MSW) rates to be charged at the Calabasas Landfill (CALF), effective March 1, 2024. The MSW rate at the CALF will increase from \$60.32 per ton to \$75.40 per ton. Rates for Green Waste, Hard-to-Handle and Bulky Items, Tires, Special Handling, and Pull-Offs, will also increase, effective March 1, 2024. Rates at all other solid waste facilities shown on the enclosed new rate schedule will remain unchanged.

If you have any questions regarding the rates, please contact Mr. Navnit Padival at (562) 908-4288, extension 2438 or via email at npadival@lacsd.org.

Very truly yours,

Mark Revilla

Mark Revilla
Department Head
Solid Waste Management Department

MR:NP:gc
Enclosure

DOC 7137142

COUNTY SANITATION DISTRICTS OF LOS ANGELES COUNTY
SCHEDULE OF MSW RATES FOR SOLID WASTE MATERIALS RECOVERY, TRANSFER AND DISPOSAL FACILITIES

	<u>CURRENT RATE</u>	<u>RATE</u> <u>March 1, 2024</u>
<u>PUENTE HILLS MATERIALS RECOVERY FACILITY (MRF), Whittier</u> ^{1, 2, 3}		
Municipal Solid and Inert Waste	\$93.99 per ton	\$93.99 per ton
Hard-to-Handle, Bulky Items	\$108.99 per ton	\$108.99 per ton
Segregated Uncontaminated Green Waste	\$89.37 per ton	\$89.37 per ton
Food Waste	\$91.25 per ton	\$91.25 per ton
Food Waste / Green Waste Program ⁴	\$117.67 per ton	\$117.67 per ton
Pull-Offs	\$57.66 per load	\$57.66 per load
<u>SOUTH GATE TRANSFER STATION, South Gate</u> ^{1, 2, 3}		
Municipal Solid and Inert Waste	\$101.04 per ton	\$101.04 per ton
Hard-to-Handle, Bulky Items	\$116.04 per ton	\$116.04 per ton
Pull-Offs	\$57.66 per load	\$57.66 per load
<u>CALABASAS LANDFILL, Agoura Hills</u> ^{1, 2, 3, 5}		
Municipal Solid and Inert Waste	\$60.32 per ton	\$75.40 per ton
Hard-to-Handle, Bulky Items	\$70.32 per ton	\$90.40 per ton
Segregated Uncontaminated Green Waste	\$47.32 per ton	\$69.39 per ton
Acceptable Green Waste (1% to 3% Contamination)	\$60.32 per ton	\$75.40 per ton
Contaminated Green Waste	\$70.32 per ton	\$90.40 per ton
Tires	\$165.56 per ton	\$185.00 per ton
Special Handling	\$70.32 per ton	\$90.40 per ton
Clean, Segregated Asphalt	\$20.00 per ton	\$20.00 per ton
Pull-Offs	\$47.75 per load	\$54.40 per load
<u>SCHOLL CANYON LANDFILL, Glendale</u> ^{1, 2, 3, 6}		
Municipal Solid and Inert Waste	\$95.46 per ton	\$95.46 per ton
Hard-to-Handle, Bulky Items	\$110.46 per ton	\$110.46 per ton
Segregated Uncontaminated Green Waste	\$115.13 per ton	\$115.13 per ton
Food Waste / Green Waste Program ⁴	\$136.05 per ton	\$136.05 per ton
Tires	\$134.73 per ton	\$134.73 per ton
Special Handling	\$110.46 per ton	\$110.46 per ton
Clean, Segregated Asphalt	\$30.00 per ton	\$30.00 per ton
Clean Dirt	\$5.00 per ton	\$5.00 per ton
-Minimum Charge	\$20.00 per load	\$20.00 per load
Pull-Offs	\$54.40 per load	\$54.40 per load

Uncovered Loads Capable of Producing Litter:

- Calabasas Landfill - \$4.40 per ton or \$4.40 per load surcharge.
- Puente Hills MRF, South Gate - \$5.06 per ton or \$5.06 per load surcharge.
- Scholl Canyon Landfill - \$5.40 per ton or \$5.40 per load surcharge.

Non-manifested Tire Loads:

- Calabasas Landfill - \$4.40 per ton or \$4.40 per load surcharge.
- Scholl Canyon Landfill - \$5.40 per ton or \$5.40 per load surcharge.

¹ All rates excluding Pull-Offs, Green Waste, Asphalt, Clean Dirt and Food Waste include the following fees, as appropriate:

- California Integrated Waste Management Fee: \$1.40 per ton.
- Los Angeles County Solid Waste Management Fee: \$1.50 per ton.
- Los Angeles County Dept. of Public Health Local Enforcement Agency Fee: \$0.41 per ton.

² Rates for materials that benefit the operation of the facility or that promote solid waste management alternatives are subject to change without notice.

³ Rate is for a 1-ton minimum charge, excepting Tires and Special Handling.

⁴ All Food Waste placed with Green Waste must be in plastics bags.

⁵ All rates and surcharges include the LA County Business License Tax, as appropriate: 10% of gross receipts, excluding state and local fees and taxes.

⁶ All rates and surcharges include the City of Glendale - Scholl Canyon Landfill Assessment: 25% of gross receipts; vehicles owned and operated by the City of Glendale are exempt.



WM
195 W Los Angeles Avenue
Simi Valley, CA 93065

January 30, 2025

Mr. Nate Hamburger
City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA

RE: Future of the Franchise Meeting Request

Dear Mr. Celaya,

For more than three decades, WM and its predecessor companies have been proud to serve the City of Agoura Hills. In that time, we have worked together to provide the highest quality waste and recycling services and support the community's continued vitality.

With evolving solid waste regulations, like those forthcoming to comply with California Senate Bill (SB) 54, and the ever-changing needs of a growing, dynamic city like Agoura Hills, we thought it prudent to meet formally and discuss items of mutual interest. While there is no immediate need to take any action, the outcomes of a forward-focused discussion would likely be beneficial to both parties in determining how we can continue working together in the years ahead for the benefit of the community.

As always, WM remains dedicated to making a positive difference in Agoura Hills' environment and quality of life. We thank you for your favorable consideration of this request and look forward to discussing it with you at your earliest convenience. Should you have any questions, please feel free to contact me at jhonsing@wm.com or (818) 254-5731.

Sincerely,

A handwritten signature in black ink that reads "Justin Honsinger". The signature is written in a cursive, flowing style.

Justin Honsinger
Public Sector Services