

AGENDA
REGULAR MEETING
AGOURA HILLS CITY COUNCIL
Civic Center – Council Chambers
30001 Ladyface Court, Agoura Hills, California 91301
Wednesday, May 28, 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.gov 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

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 Sushi & Wasabi

INTERGOVERNMENTAL, SPECIAL PURPOSE COMMITTEE, & DEPARTMENTAL REPORTS

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 Special Goal Setting Workshop of May 14, 2025

STAFF REFERENCE: CITY CLERK RODRIGUES

2. Approve Minutes of the City Council Regular Meeting of May 14, 2025

STAFF REFERENCE: CITY CLERK RODRIGUES

3. Approve Demand Warrant Register No. 933

STAFF REFERENCE: DIRECTOR OF FINANCE IBAÑEZ

4. Receive and File the City of Agoura Hills Single Audit Report for the Year Ended June 30, 2024

STAFF REFERENCES: FINANCE DIRECTOR CHO
DIRECTOR OF FINANCE IBAÑEZ

5. Approve Agreement for Contractor Services, with Durham School Services, L.P., for the 2025 Summer Beach Bus Service and 2025 Read with the Mayor Event

STAFF REFERENCES: MANAGEMENT ANALYST POZOS
DIRECTOR OF COMMUNITY SERVICES BRINK

CONSENT CALENDAR, continued -

6. Approve Agreement for Contractor Services, with J&A Rents and Sells, DBA, A Rental Connection, for Indoor and Outdoor Event Equipment Rental and Related Services

STAFF REFERENCES: RECREATION MANAGER NEWKIRK
MANAGEMENT ANALYST POZOS

7. Approve Agreement for Contractor Services, with Triton Technology Solutions, for the Labor and Installation of the Upgraded Cablecast System to Continue Streaming Meetings

STAFF REFERENCE: ASSISTANT CITY MANAGER ADEVA
COMMUNICATIONS MANAGER HADDAD

8. Approve Event Service Provider Agreement, with Sky Elements Drone Show, LLC, to Provide a Drone Show at the July Summer Concert in the Park

STAFF REFERENCE: RECREATION MANAGER NEWKIRK

9. Approve Sponsor Agreement, with the California Conservation Corps, for the Construction of the Recreation Center Trail and Authorize the City Manager to Execute All Associated Documents

STAFF REFERENCE: DEPUTY CITY MANAGER CELAYA

10. Authorize the Purchase of One Ford F-150 Lightning Pro Electric Vehicle Truck from the Sourcewell Program via the Motor Vehicle Subvention Program (AB 2765)

STAFF REFERENCES: MANAGEMENT ANALYST TREICHLER
DEPUTY CITY MANAGER CELAYA

11. Approve the Issuance of a Letter of Support for Assembly Bill 262 (Caloza); Establish the California Individual Assistance Act within California's Office of Emergency Services

STAFF REFERENCE: ASSISTANT CITY MANAGER RAMIRO

12. Approve the Issuance of a Letter of Support for Assembly Bill 478 (Zbur); Accessibility to Emergency Information and Services to Safely Rescue Pets during Mandatory Evacuations

STAFF REFERENCES: ASSISTANT CITY MANAGER RAMIRO
MANAGEMENT ANALYST VICTORIA

13. Approve the Issuance of a Letter of Support for Senate Bill 394 (Allen); Enhanced Penalties for Water Theft from Fire Hydrants

STAFF REFERENCE: ASSISTANT CITY MANAGER RAMIRO

CONSENT CALENDAR, continued -

14. Approve Extension of Emergency **Resolution No. 25-2099**; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, DECLARING AN EMERGENCY CONDITION AND DECLARING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRES EMERGENCY ROOF REPAIR TO BE PERFORMED AT THE AGOURA HILLS CIVIC CENTER WITHOUT COMPETITIVE BIDDING PURSUANT TO PUBLIC CONTRACT CODE SECTIONS 20168 AND 22050 AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY CONTRACTS AND DOCUMENTS FOR THE EMERGENCY ROOF REPAIR

STAFF REFERENCE: DEPUTY CITY MANAGER CELAYA

15. Adopt **Resolution No. 25-2102**; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, RECOGNIZING JUNE 2025 AS LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUESTIONING, PLUS (LGBTQ+) PRIDE MONTH IN THE CITY OF AGOURA HILLS AND DIRECTING STAFF TO FLY THE RAINBOW PRIDE FLAG AT AGOURA HILLS CIVIC CENTER THROUGHOUT THE MONTH OF JUNE 2025

STAFF REFERENCE: CITY MANAGER HAMBURGER

CITY COUNCIL, STAFF COMMENTS

ADJOURNMENT

The next Regular City Council Meeting will be held at 6:00 p.m., on Wednesday, June 11, 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, May 28, 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
GOAL SETTING WORKSHOP
SPECIAL MEETING OF THE AGOURA HILLS CITY COUNCIL
Civic Center – Council Chambers
30001 Ladyface Court, Agoura Hills, California 91301
Wednesday, May 14, 2025
4:00 p.m.

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

The Pledge of Allegiance was led by Assistant City Manager Adeva.

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

Also Present were: City Manager Nathan Hamburger, City Attorney Candice K. Lee, Assistant City Manager Ramiro Adeva, Deputy City Manager Louis Celaya, Communications Manager Mary Haddad, Executive Assistant Michele Hubbs, Director of Community Development Denice Thomas, Principal Planner Robby Nesovic, Senior Code Compliance Officer Trinece Bandy, Building Official Lukas Quach, Director of Public Works/City Engineer Charmaine Yambao, Deputy Director of Public Works Director Kelly Fisher, Director of Finance Diego Ibañez, Finance Manager Brenda Cho, Accountant Leah Palmer, Director of Community Services Amy Brink, Recreation Manager Nick Newkirk, Recreation Supervisor Kimberly Hollands, Management Analyst Stephanie Pozos, and City Clerk Kimberly M. Rodrigues.

APPROVAL OF AGENDA

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

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

NOES: None.

ABSTAIN: None.

ABSENT: None.

DISCUSSION / ACTION

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

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.

Mary Wiesbrock, Agoura Hills, representing Save Open Space

The following person(s) spoke:

Peter Fehler, Agoura Hills, representing Agoura Hills Fire Safe Council
Carolyn Trocino, Agoura Hills, representing the Old Agoura Homeowners
Cyrena Nouzille, Agoura Hills

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

City Manager Hamburger announced that the next steps in the budget process will include finalizing all budget items and Community Outreach Grants at the Budget Workshop scheduled for June 11, 2025, with the final budget being presented for adoption on June 25, 2025.

CITY COUNCIL, STAFF COMMENTS

There were no comments.

ADJOURNMENT

At 5:39 p.m., Mayor Sylvester adjourned the meeting.

Kimberly M. Rodrigues, MPPA, MMC
City Clerk

MINUTES
REGULAR MEETING
AGOURA HILLS CITY COUNCIL
Civic Center – Council Chambers
30001 Ladyface Court, Agoura Hills, California 91301
Wednesday, May 14, 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 Cub Scout Pack 227.

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 City Manager Ramiro Adeva, Deputy City Manager Louis Celaya, Executive Assistant Michele Hubbs, Community Development Director Denice Thomas, Principal Planner Robby Nesovic, Director of Public Works/City Engineer Charmaine Yambao, Consultant Traffic Engineer Matt Stewart, Kimley-Horn & Associates Engineering Consultants Sri Chakravarthy, Chris Gregerson, Director of Finance Diego Ibañez, Finance Manager Brenda Cho, Director of Community Services Amy Brink, and City Clerk Kimberly M. Rodrigues.

REPORT OF CLOSED SESSION

City Attorney Lee reported on the Closed Session item pursuant to Government Code Section 54957.6. Direction was given to staff; no reportable action was taken.

APPROVAL OF AGENDA

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

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

NOES: None.

ABSTAIN: None.

ABSENT: None.

PRESENTATIONS

Councilmember Anstead presented a Proclamation, recognizing Military Appreciation Month, to America Supporting Americans (ASA) Board Member Jim Sumner.

Mayor Sylvester gave a presentation, recognizing Apraxia Awareness Day, noting that the Proclamation would be delivered to *“a family that requested that we honor this day.”*

INTERGOVERNMENTAL, SPECIAL PURPOSE COMMITTEE, & DEPARTMENTAL REPORTS

Councilmember Klein Lopez provided a Clean Power Alliance (CPA).

PUBLIC COMMENTS

The following person(s) spoke:

Jennifer Miller
Steve Lloyd, Agoura Hills

CONSENT CALENDAR

There were no public comments.

ACTION: Councilmember Klein Lopez moved to approve Consent Calendar Item Nos. 1-8, as presented. Councilmember Anstead seconded. The motion carried 5-0, by the following roll call vote:

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

NOES: None.

ABSTAIN: None.

ABSENT: None.

1. Approve Minutes of the City Council Regular Meeting of April 23, 2025
2. Approve Demand Warrant Register No. 932
3. Approve Agreement for Consultant Services, with MDG Associates, Inc., for Professional Services Related to Los Angeles County Development Authority Compliance Requirements
4. Approve Agreement for Contractor Services, with Solid Waste Solutions, Inc., for City Permit Services to Provide Film Permit Processing Services
5. Approve Notice of Completion for the Chumash Park ADA Path of Travel Improvements Project; NIB #24-01B

6. Approve Agreement for Recovery of National Opioid Settlement Agreement Funds, with the County of Los Angeles, for Transfer of the City's Opioid Settlement Allocation to the County for Use in Countywide Opioid Abatement Efforts
7. Approve Extension of Emergency **Resolution No. 25-2099**; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, DECLARING AN EMERGENCY CONDITION AND DECLARING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRES EMERGENCY ROOF REPAIR TO BE PERFORMED AT THE AGOURA HILLS CIVIC CENTER WITHOUT COMPETITIVE BIDDING PURSUANT TO PUBLIC CONTRACT CODE SECTIONS 20168 AND 22050 AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY CONTRACTS AND DOCUMENTS FOR THE EMERGENCY ROOF REPAIR
8. Adopt **Resolution No. 25-2100**; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, ESTABLISHING THE CLASSIFICATION OF RECORDS COORDINATOR AND SETTING THE SALARY RANGE

PUBLIC HEARING

9. Conduct a Public Hearing and Adopt **Resolution No. 25-2101**; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, ADOPTING THE 2025 CITY OF AGOURA HILLS TRANSPORTATION IMPACT FEE NEXUS STUDY AND THE 2025 TRANSPORTATION IMPACT FEE CAPITAL IMPROVEMENT PROGRAM AND AMENDING TRANSPORTATION IMPACT FEES AS AUTHORIZED BY CHAPTER 5 OF ARTICLE VIII OF THE AGOURA HILLS MUNICIPAL CODE AND MAKING A DETERMINATION OF EXEMPTION UNDER CALIFORNIA ENVIRONMENTAL QUALITY ACT

Following presentation of the staff report, Mayor Sylvester opened the Public Hearing at 6:37 p.m.

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

There being no public comments or further questions, Mayor Sylvester closed the Public Hearing at 6:55 p.m.

Following deliberations, Mayor Sylvester called for a motion and second to approve the staff recommendation to adopt **Resolution No. 25-2101**.

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

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

NOES: None.

ABSTAIN: None.

ABSENT: None.

DISCUSSION / ACTION

10. Continued Discussion of City Gateway Entry Monument Details for the Kanan Road/Agoura Road Ultimate Intersection Improvements Project (*Continued from April 23, 2025*)

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

There were no public comments.

Following deliberations, Mayor Sylvester called for a motion and second.

ACTION: Councilmember Anstead moved to *“recommend one monument sign on the northbound side, as you enter the City.”* Councilmember Anderson seconded. The motion carried 5-0, by the following roll call vote:

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

NOES: None.

ABSTAIN: None.

ABSENT: None.

11. Discussion Regarding City Website Redesign Project Update

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

There were no public comments.

Following deliberations, Mayor Sylvester called for a motion and second to approve the staff recommendation *“to move ahead”* with the project.

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

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

NOES: None.

ABSTAIN: None.

ABSENT: None.

CITY COUNCIL, STAFF COMMENTS

Mayor Sylvester announced the Topanga Banjo Fiddle Festival at King Gillette Ranch and the Conejo Disabilities Fair at Conejo Creek North were scheduled for Saturday, May 17, 2025; and reported that she had visited all school sites, with the exception of Sumac which would be visited in the fall; attended the opening of the 25-year time capsule at Lindero Canyon Middle School last Thursday with Councilmember Klein Lopez; attended two ribbon-cutting events at Ace Hardware and Laidry Coffee Roasters; and noted the City Council had participated in the Arbor Day tree planting and Community Service Days.

ADJOURNMENT

At 7:49 p.m., Mayor Sylvester announced the next Regular City Council Meeting would be held at 6:00 p.m., on Wednesday, May 28, 2025, in the Council Chambers of the Civic Center and adjourned the meeting.

Kimberly M. Rodrigues, MPPA, MMC
City Clerk

REPORT TO CITY COUNCIL

DATE: MAY 28, 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. 933

Demand Warrant No. 933 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. 933.

May 28, 2025

DEMAND WARRANT REGISTER NO. NINE HUNDRED THIRTY-THREE

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

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

I hereby certify Demand Warrant No. 933 is a full, true, and correct statement.



Nathan Hamburger, City Manager

Date	Check	Vendor	Description	Amount
5/8/2025	117767	Accu-prints	Fingerprinting April 2025	87.50
5/8/2025	117745	Acorn	City Ad Notice	338.79
5/8/2025	117746	All City Management	School Crossing Guard 4/13/25-4/26/25	3,782.56
5/8/2025	117747	Brennan Estimating Svcs.	Annual Monitoring Fees	540.00
5/8/2025	117748	Brightview Landscape Services	Landscape Maintenance April 2025	50,191.00
5/8/2025	117749	Brodersen Associates	Landscape Architectural Services Feb 2025	3,248.75
5/8/2025	117750	Bryco Plumbing	Repair - City Hall	1,265.00
5/8/2025	117751	Burns Pacific Construction	Storm Response - Dump Fees	13,050.00
5/8/2025	117752	Candu Graphics	UV Printed Cards	128.12
5/8/2025	117753	Capital Industrial Medical Supply Co.	Medical Supplies for Rec Center	300.75
5/8/2025	117754	City of Thousand Oaks Transit	Dial-A-Ride January 2025	9,916.24
5/8/2025	117755	Conejo Valley Tourism Improvement District	CV Tourism 1st Qtr 2025	163,469.49
5/8/2025	117756	Consolidated Ink LLC	Community Service Day T-Shirts	2,218.90
5/8/2025	117757	Dish	Rec Center Cable Services May 2025	158.71
5/8/2025	117761	Gotem, Inc.	Monthly Pest Control - February 2025	990.00
5/8/2025	117758	Executive Facilities Services, Inc	Janitorial Services May 2025	2,608.35
5/8/2025	117759	Gali Levi	Security Deposit Refund	900.00
5/8/2025	117760	Gha Technologies Inc.	Switching Upgrades	6,313.92
5/8/2025	117762	GSG Protective Services	City Hall Security 4/21/25-4/27/25	345.00
5/8/2025	117763	HDL Coren & Cone	Property Tax April - June 2025	4,937.50
5/8/2025	117764	Holly Anderson	Class Refund	10.00
5/8/2025	117765	Jeff Wachtel	Supplies Reimbursement	57.62
5/8/2025	117766	La County Assessors	Maps	24.00
5/8/2025	117776	Lanspeed	Monthly Services - May 2025	12,021.00
5/8/2025	117768	Matthew Desai	Security Deposit Refund - 4/19/25	1,000.00
5/8/2025	117769	National Utility Locators LLC	Contract Locating April 2025	1,700.00
5/8/2025	117770	Pegasus Studios	Broadcasting Services April 2025	1,625.00
5/8/2025	117771	Placer Labs Inc.	Location Based Analytics May - June 2025	2,500.00
5/8/2025	117772	Prudential Overall Supplies	Rec Center Mats	165.93
5/8/2025	117773	Rincon Consultants	Preservation Ordinance Q1 2025	440.00
5/8/2025	117774	RMG Communications	Organics Recycling Campaign	2,790.00
5/8/2025	117775	Rms Printing Llc	SAS 2025 Program	510.34
5/8/2025	117777	Sarah Eldridge	Security Deposit Refund - 4/25/25	1,000.00
5/8/2025	117778	Signature Signs	Signage	312.68
5/8/2025	117779	Smith Pipe & Supply Inc.	Supplies Chumash Park	82.06
5/8/2025	117780	Solid Waste Solutions, Inc.	AB939/SB1383	2,150.50
5/8/2025	117781	Southern California Edison	Utilities 3/21/25 - 4/21/25	5,629.27
5/8/2025	117782	Sunbelt Controls	Maintenance Q1 2025	2,964.00
5/8/2025	117783	Sydney Halloway	Event Center Refund	1,783.25
5/8/2025	117784	T-Mobile USA Inc.	Monthly Services 3/21/25 - 4/20/25	31.15
5/8/2025	117785	Townsend Public Affairs, Inc.	Consulting Services April 2025	5,000.00
5/8/2025	117786	TPX Communications	Monthly Communication 4/23/25 - 5/22/25	812.61
5/8/2025	117787	Vertical Elevators Solutions Inc	Maintenance May 2025	155.00
5/8/2025	117788	Vortex	City Hall Repair - Doors	3,450.39
5/16/2025	117791	Alfred Grunberg	Security Deposit Refund	500.00
5/16/2025	117792	At&t Mobility	Ipad Connections - May 2025	792.94
5/16/2025	117793	Brandie Harris	Security Deposit Refund	1,000.00
5/16/2025	117794	Burns Pacific Construction	Water Tank Demo and Removal	27,174.77
5/16/2025	117795	Carolyn Goff	Security Deposit Refund	1,000.00
5/16/2025	117796	Consolidated Ink LLC	Community Services Day T-Shirts	210.80

Demand Register 933

5/16/2025	117797	Dan Stueve c/o Equity Union	Security Deposit Refund	1,000.00
5/16/2025	117798	Dave Bang Associates, Inc	Chumash Park Clean up	2,958.63
5/16/2025	117799	Elissa Blatt	Security Deposit Refund	1,100.00
5/16/2025	117800	Elizabeth Eaves	Instructor Payment	355.25
5/16/2025	117801	Envicom Corporation	Rec Trail Services	3,271.69
5/16/2025	117802	Excel Pest Managment	Pest Control City Hall	165.00
5/16/2025	117803	GSG Protective Services	Event Security 4/21/25 - 4/27/25	3,919.80
5/16/2025	117804	Jessica Hansen	Security Deposit Refund	1,000.00
5/16/2025	117805	Johnson Controls	Service - Alarm and Access Monitoring	358.55
5/16/2025	117806	Kimley Horn & Assoc.	Chumash ADA	104,017.22
5/16/2025	117807	LA County Dept Of Public Works	Sewer Service Charge	126.25
5/16/2025	117808	LA County Registrar-Recorder/County Clerk	Notice of Exemption/County Posting Fee	75.00
5/16/2025	117809	Landscape Structures	Playground Equipment	3,060.00
5/16/2025	117810	Las Virgenes Municipal Water	Water 03/20/25 - 04/18/25	12,125.00
5/16/2025	117811	Las Virgenes Municipal Water	**Void**	-
5/16/2025	117812	Las Virgenes Municipal Water	**Void**	-
5/16/2025	117813	Laser Technology Inc.	Lidar Repair	244.45
5/16/2025	117814	Liat Franco	Security Deposit Refund	935.00
5/16/2025	117815	Magic Jump Rentals	Rock Wall - 5/10/25	1,739.00
5/16/2025	117816	Melissa Brisbois	Security Deposit Refund	1,000.00
5/16/2025	117817	Respect Martial Arts	Instructor Payment	83.30
5/16/2025	117818	Super Soccer Stars (CA)	Instructor Payment	2,012.50
5/16/2025	117819	SCA of CA LLC	Street Sweeping April 2025	11,814.00
5/16/2025	117820	Southern California Edison	Utilities April 2025	15,760.52
5/16/2025	117821	Spectrum Enterprise	Cable Services 5/3/25-6/2/25	182.98
5/16/2025	117822	Staples	Supplies	259.49
5/16/2025	117823	Telecom Law Firm, P.C.	Professional Services	2,757.00
5/16/2025	117824	Twist and Shout Events, Inc.	Special Event Supplies	1,100.00
5/16/2025	117825	United Refrigeration, Inc.	Event Center Refrigerator	6,533.42
5/16/2025	117826	Us Bank Corp. Payment System	Cal Cards April 2025	17,191.02
5/16/2025	117827	Ventura Transit Systems	Transportation 4/03/2025	2,520.00
5/16/2025	117828	Vortex	City Hall Repair - Doors	1,346.93
5/16/2025	117829	Waste Management	Trash Services 4/01/25 - 4/15/25	731.30
5/16/2025	117830	West Coast Arborists, Inc	Tree Maintenance 4/16/25-4/30/25	9,372.30
5/16/2025	117831	Willdan	Water Quality Services April 2025	2,599.20
5/16/2025	117832	Access Corp	Storage May 2025	854.33
5/16/2025	117833	Acorn	2025 Transportation Impact Fee	2,180.02
			Total	556,433.04
5/16/2025	Payroll	PPD 5/03/25-5/16/25	PPD 5/03/25-5/16/25	250,690.70
			Wire & EFT Total:	250,690.70
			Grand Total	807,123.74

Demand Register No. 933

PASSED, APPROVED, AND ADOPTED this 28th day of May 2025, by the following vote to wit:

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

Jeremy Wolf, Mayor Pro Tem

ATTEST:

Kimberly M. Rodrigues, MMC, City Clerk

REPORT TO CITY COUNCIL

DATE: MAY 28, 2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: NATHAN HAMBURGER, CITY MANAGER

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

**SUBJECT: RECEIVE AND FILE THE CITY OF AGOURA HILLS SINGLE AUDIT
REPORT FOR THE YEAR ENDED JUNE 30, 2024**

The City of Agoura Hills Single Audit was performed by Lance, Soll, & Lunghard, LLP, Certified Public Accountants for the Fiscal Year 2023-24. The report has been attached for your review.

A Single Audit is performed when the City spends more than \$750,000 in federal awards. The Office of Management and Budget (OMB) has increased this threshold from \$750,000 to \$1 million, effective for fiscal years that begin on or after October 1, 2024. During the Fiscal Year 2023-24, the city spent federal funding on improvements to the Agoura Hills Calabasas Community Center and CDBG Senior Program. The programs are identified and summarized in the report.

The Finance Subcommittee met prior to the meeting to review the Single Audit report. The report is presented to the City Council as a receive and file item and no further action is required.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

Staff respectfully recommends the City Council receive and file the Single Audit report for the Fiscal Year ended June 30, 2024.

Attachment: Single Audit Report for the Fiscal Year ended June 30, 2024



CITY OF AGOURA HILLS, CALIFORNIA

FOR THE YEAR ENDED JUNE 30, 2024

SINGLE AUDIT REPORT

Focused
on YOU



CITY OF AGOURA HILLS, CALIFORNIA

Single Audit Report

For the Year Ended June 30, 2024

CITY OF AGOURA HILLS, CALIFORNIA

Single Audit Report

For the Year Ended June 30, 2024

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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Honorable Mayor and Members of the City Council
City of Agoura Hills, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of City of Agoura Hills California (the "City"), as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated December 19, 2024.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.



To the Honorable Mayor and Members of the City Council
City of Agoura Hills, California

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

LSL, LLP

Irvine, California
December 19, 2024



INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM
AND ON INTERNAL CONTROL OVER COMPLIANCE AND REPORT ON SCHEDULE OF EXPENDITURES OF
FEDERAL AWARDS REQUIRED BY UNIFORM GUIDANCE

To the Honorable Mayor and Members of the City Council
City of Agoura Hills, California

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the City of Agoura Hills, California (the "City")'s compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended June 30, 2024. The City's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2024.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance"). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the City's federal programs.



To the Honorable Mayor and Members of the City Council
City of Agoura Hills, California

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.



To the Honorable Mayor and Members of the City Council
City of Agoura Hills, California

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the City, as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We issued our report thereon dated December 19, 2024, which contained unmodified opinions on those financial statements. Our audit was performed for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

LSL, LLP

Irvine, California

March 24, 2025 (Except for the *Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance*, which is dated December 19, 2024)

CITY OF AGOURA HILLS, CALIFORNIA
Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2024

<i>Federal Grantor/Pass-Through Grantor/Program or Cluster Title</i>	<i>Federal Assistance Listing Number</i>	<i>Pass-Through Entity Identifying Number</i>	<i>Total Federal Expenditures</i>
CDBG - Entitlement Grants Cluster			
Department of Housing and Urban Development Direct Programs:			
Community Development Block Grants/Entitlement Grants	14.218	N/A	\$ 12,196
Subtotal - 14.218			12,196
Total Department of Housing and Urban Development Programs			12,196
Total CDBG - Entitlement Grants Cluster			12,196
Department of Housing and Urban Development Direct Programs:			
Community Project Funding *	14.251	N/A	1,000,000
Total Department of Housing and Urban Development Programs			1,000,000
Total Expenditures of Federal Awards			\$ 1,012,196

* Major Program

¹ There was no federal awards expended in the form of noncash assistance and insurance in effect during the year.

² The amount provided to subrecipients during the year was \$0.

The notes to the schedule of expenditures of federal awards are an integral part of this schedule.

CITY OF AGOURA HILLS, CALIFORNIA
Notes to the Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2024

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES APPLICABLE TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

A. Scope of Presentation

The accompanying schedule presents only the expenditures incurred by the City of Agoura Hills, California, that are reimbursable under federal programs of federal financial assistance. For the purposes of this schedule, federal awards include both federal financial assistance received directly from a federal agency, as well as federal funds received indirectly by the City from a non-federal agency or other organization. Only the portion of program expenditures reimbursable with such federal funds is reported in the accompanying schedule. Program expenditures in excess of the maximum federal reimbursement authorized or the portion of the program expenditures that were funded with state, local or other non-federal funds are excluded from the accompanying schedule.

B. Basis of Accounting

The expenditures included in the accompanying schedule were reported on the modified accrual basis of accounting. Under the modified accrual basis of accounting, expenditures are incurred when the City becomes obligated for payment as a result of the receipt of the related goods and services. Expenditures reported included any property or equipment acquisitions incurred under the federal program. The City has elected not to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

CITY OF AGOURA HILLS, CALIFORNIA
Schedule of Findings and Questioned Costs
For the Year Ended June 30, 2024

SECTION I - SUMMARY OF AUDITORS' RESULTS

Financial Statements

Type of auditors' report issued: Unmodified Opinion

Internal control over financial reporting:

- Material weaknesses identified? ☐ yes ☒ no
- Significant deficiencies identified? ☐ yes ☒ none reported

Noncompliance material to financial
statements noted?

☐ yes ☒ no

Federal Awards

Internal control over major programs:

- Material weaknesses identified? ☐ yes ☒ no
- Significant deficiencies identified? ☐ yes ☒ none reported

Type of auditors' report issued on compliance for major programs: Unmodified Opinion

Any audit findings disclosed that are required to be
reported in accordance with Title 2 U.S. Code of
Federal Regulations (CFR) Part 200, *Uniform
Administrative Requirements, Cost Principles, and
Audit Requirements for Federal Awards* (Uniform
Guidance)?

☐ yes ☒ no

Identification of major programs:

Assistance Listing Number(s)

Name of Federal Program or Cluster

14.251

Community Project Funding

Dollar threshold used to distinguish
between type A and type B program

\$750,000

Auditee qualified as low-risk auditee?

☐ yes ☒ no

CITY OF AGOURA HILLS, CALIFORNIA
Schedule of Findings and Questioned Costs
For the Year Ended June 30, 2024

SECTION II - FINANCIAL STATEMENT FINDINGS

No matters were reported.

SECTION III - FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

No matters were reported.

CITY OF AGOURA HILLS, CALIFORNIA
Schedule of Prior Year Findings and Questioned Costs
For the Year Ended June 30, 2023

No matters were reported.

REPORT TO CITY COUNCIL

DATE: MAY 28, 2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: NATHAN HAMBURGER, CITY MANAGER

**BY: STEPHANIE POZOS, MANAGEMENT ANALYST
AMY BRINK, DIRECTOR OF COMMUNITY SERVICES**

**SUBJECT: APPROVAL OF AGREEMENT FOR CONTRACTOR SERVICES WITH
DURHAM SCHOOL SERVICES L.P. FOR THE 2025 SUMMER BEACH
BUS SERVICE AND 2025 READ WITH THE MAYOR EVENT**

Using Proposition A Funds, the Department of Community Services has been operating the Summer Beach Bus Program since 1985. Each summer, the bus travels to Zuma Beach through Las Virgenes/Malibu Canyon from the middle of June through the middle of August. Traditionally, the Summer Beach Bus makes four roundtrips to Zuma Beach and has three bus stops in Agoura Hills. This year, the service will be available to riders Monday through Friday from June 16, 2025, through August 8, 2025, except July 4th. Dates and hours can be modified based on actual usage and budget availability. The Summer Beach Bus Program will continue to require a fare of \$2.00 each way and will be operated by Durham School Services L.P. The Summer Beach Bus is available on a first-come, first-serve basis and no reservations are required.

The agreement with Durham School Services L.P. also includes additional transportation services for the 2025 Read with the Mayor event.

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

FISCAL IMPACT

There is no impact to the City Council 2024-25 and 2025-26 Budget as funds were appropriated for this professional service in the Proposition A – Beach Bus Account, 060-4530-552081 and the Proposition A – Contract Services – Special Events Account, 060-4420-4420E0.

RECOMMENDATION

Staff recommends the approval of the Agreement for Contractor Services with Durham School Services, L.P., for the operation of the 2025 Summer Beach Bus Program and the 2025 Read with the Mayor event, with the recommendation to continue a fare of \$2.00

each way for the Beach Bus Program. This fare is to assist in cost recovery and minimize the use of Proposition A Funds.

Attachment: Agreement for Contractor Services

AGREEMENT FOR CONTRACTOR SERVICES
WITH THE CITY OF AGOURA HILLS

NAME OF CONTRACTOR: Durham School Services, L.P.

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Attn: Britt Bogust

CONTRACTOR'S ADDRESS: 2601 Navistar Dr.
Lisle, IL 60532

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

PREPARED BY: Stephanie Pozos

COMMENCEMENT DATE: June 16, 2025

TERMINATION DATE: December 31, 2025

CONSIDERATION: Agreement Price:
Not to Exceed: \$61,000/yr

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

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

**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF AGOURA HILLS AND DURHAM SCHOOL
SERVICES, L.P.**

THIS AGREEMENT is made and effective as of June 16, 2025, between the City of Agoura Hills, a municipal corporation ("City") and Durham School Services, L.P. ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on June 16, 2025, and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 31, 2025, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

3. PERFORMANCE

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

4. PAYMENT

A. The City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B other than the payment rates and schedule of payment are null and void. This amount shall not exceed Sixty-One Thousand Dollars and Zero Cents (\$61,000.00) ("Agreement Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

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

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

5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

6. DEFAULT OF CONTRACTOR

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

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

C. In addition to any other termination rights set in this agreement and without prejudice to any other rights or remedies that either Party may have, either Party may terminate this Agreement immediately by delivery of written notice to the other Party at any time if any of the following occur: (i) the other Party files a voluntary petition for bankruptcy which is not dismissed within (90) days; (ii) the other Party discontinues business. Party must provide at least 10 days' notice of either occurrence.

7. OWNERSHIP OF DOCUMENTS

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

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

8. INDEMNIFICATION

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

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

9. INSURANCE REQUIREMENTS

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

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

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

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

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

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

1) General Liability: \$5,000,000 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: \$10,000,000 per accident for bodily injury and property damage for all activities of the Contractor arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rental vehicles.

3) Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$2,000,000) per accident for bodily injury or disease.

4) Sexual abuse/molestation insurance: Provider shall procure and maintain sexual abuse/molestation liability coverage with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Coverage may be provided as part of commercial general liability coverage, professional liability coverage, or as a separate policy.

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

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

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

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

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

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

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

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

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

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

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

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

10. INDEPENDENT CONTRACTOR

A. Contractor is and shall at all times remain as to the City a wholly independent Contractor. The personnel performing the services and tasks under this Agreement on behalf of Contractor shall not be City employees and shall at all times be under Contractor's exclusive direction and control. Contractor and all of Contractor's personnel shall possess the qualifications, permits, and licenses required by state and local law to perform the services and tasks under this Agreement, including, without limitation, a City business license as required by the Agoura Hills Municipal Code. Contractor shall determine the means, methods, and details by which Contractor's

personnel will perform the services and tasks. Contractor shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the services and tasks, and compliance with the customary professional standards. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents.

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

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

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

11. PERS COMPLIANCE AND INDEMNIFICATION

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

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

12. LEGAL RESPONSIBILITIES

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

13. RELEASE OF INFORMATION

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

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

14. NOTICES

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

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

To Contractor: Durham School Services
2601 Navistar Drive
Lisle, IL 60532
Attn: Contract Administrator

15. ASSIGNMENT

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

16. LICENSES

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

17. GOVERNING LAW

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

18. PROHIBITED INTEREST

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

19. EXHIBITS

Exhibits A, B, C and D 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 Acontgreements, understandings, representations and statements,

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

21. AMENDMENT OF AGREEMENT

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

22. AUTHORITY TO EXECUTE THIS AGREEMENT

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

23. COUNTERPARTS

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

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

CITY OF AGOURA HILLS

Jeremy Wolf,
Mayor Pro Tem

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk

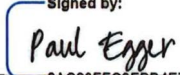
Date Approved by City Council: _____

APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

CONTRACTOR

Durham School Services, L.P.
By: Durham Holding II, L.L.C.
Its General Partner
2601 Navistar Dr.
Lisle, IL 60532
Attn: Paul Egger
(630)821-5400
Paul.Egger@nellc.com

Signed by:
By: 
Name: Paul Egger
Title: vice President, Charter
Signed by:
By: 
Name: Dan Cecchin
Title: SVP Commercial Development

[Signatures of Two Corporate Officers Required]

EXHIBIT A

TASKS TO BE PERFORMED

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

CONTRACTOR shall perform the services hereinafter indicated strictly in accordance with the terms and conditions of this agreement.

Section 1. Equipment and Facilities.

A. CONTRACTOR, as an independent contractor, shall at its sole cost and expense, provide one transit type bus or school bus (or a comparable vehicle approved by the CITY), with a minimum seating of 53 passenger seats to serve the route described in Exhibit C provided, however, in addition to such vehicle, CONTRACTOR shall provide from time to time a wheelchair lift-equipped vehicle to accommodate two wheelchairs to serve the route described in Exhibit C. For the purposes hereof, the phrases "bus," "buses," and "buses and bus equipment" shall refer to such wheelchair lift-equipped vehicles as well as regular buses.

In the event CITY exercises its right to increase the service hereinafter described, CONTRACTOR shall provide the necessary additional buses for said service. The minimum required seating capacity of the additional buses shall be 24 passengers. The CITY will give at least 24-hour notice to CONTRACTOR for additional service.

B. CONTRACTOR shall provide the wheelchair lift-equipped vehicle described in Section A., above, from time to time upon telephone notice from the CITY, and as directed by CITY, for round trips on the route and on the days described in Section 3, below. CONTRACTOR shall not, however, be required to provide more than one such wheelchair lift-equipped vehicle per day. CITY will give at least 24-hour notice to CONTRACTOR for a wheelchair lift-equipped vehicle for service along the route.

C. All the buses required to be utilized in this Agreement shall be safe for operation on public roads and streets. CONTRACTOR shall, at its sole cost and expense, register and license such buses and bus equipment on public roads and streets.

D. All of the said buses, bus equipment and other equipment and facilities required by the Agreement shall, during the term hereof, be maintained by CONTRACTOR in good order and repair and in a condition satisfactory to the State of California.

E. Bus interiors shall be cleaned and swept prior to placing the bus in service on each day of operation specified herein, and the exterior shall be washed monthly.

F. Advertising on the buses is prohibited unless written authorization is obtained from CITY. The terms and conditions of any such advertising shall be

subject to approval by the CITY. Proceeds of the advertisement will be remitted to CITY. CITY' S decision on these matters shall be final.

G. CONTRACTOR shall provide additional buses as necessary, in the event of a bus breakdown or overload conditions. The maximum response time shall be 45 minutes for a bus to be made available for the bus patrons to continue on to their destination.

H. CONTRACTOR shall provide and maintain appropriate fixed maintenance facilities for the servicing of the buses and bus equipment utilized under this Agreement. Such facilities shall be subject to approval by CITY.

I. CONTRACTOR shall in the course of its operations under this Agreement comply with all current and applicable Federal and State Safety Regulations. In addition, CONTRACTOR shall also comply with General Order No. 98A of the Public Utilities Commission, State of California, relating to the operation and maintenance of buses and bus equipment.

Section 2. Plan Route Frequency and Days of Service.

BEACH BUS

Included herewith and as a part hereof is Exhibit C describing the location and extent of the route to be served. The route shall operate five days a week (Monday through Friday), Monday, June 16, 2025, through August 8, 2025, except July 4, 2025, at times and stops described in attached Exhibit C. If and when increased ridership calls for it, the CONTRACTOR shall provide additional round trips on the service days designated above, as directed by CITY. CITY may cancel bus trips with a one-day notice without penalty to the CITY. CITY may add service dates as needed, said changes will be requested of CONTRACTOR in writing 5 days in advance of the implementation of the change. Bus trips canceled on the same day as scheduled for operation will be subject to a cancellation charge, except in cases of Force Majeure as defined by Section 6 of this Agreement.

READ WITH THE MAYOR– OCTOBER OR NOVEMBER 2025

Pick up time: 8:45 am
Return to school: 12:00 noon
Tuesday, Wednesday, or Thursday
Date – TBD in October/November 2025

City will provide date, time, and destination one month prior to the event. Service confirmation based on contractor availability at time of request.

Section 3. CONTRACTOR' S Service Requirements.

A. Monitoring of Schedules and Service (CONTRACTOR). CONTRACTOR shall monitor schedules, service and report ridership to CITY on a regular basis

and indicate the need to maintain, reduce or increase the frequency of operations. Ridership shall be recorded daily and submitted the following business day to the CITY. The records will include the number of people boarding at each stop location and fares collected for each trip on all service days.

B. Monitoring of Schedules and Services (CITY). CITY shall have the right to have authorized CITY personnel board at no cost to CITY all buses utilized by CONTRACTOR in the performance of services herein for the purpose of monitoring the CONTRACTOR' S schedules and services.

C. Personnel. CONTRACTOR shall supply a sufficient number of properly trained, licensed and qualified persons to operate and maintain its equipment and to provide the services required hereunder. All of CONTRACTOR' S employees shall at all times while on duty in the performance of the services required herein by neatly and cleanly dressed, and shall at all times maintain a courteous cooperative attitude in their contact with the public. CONTRACTOR shall be solely and fully liable for the negligence and/or misconduct of any of its personnel. All such personnel who are likely to be in contact with the public shall be evaluated and screened for suitability for the position and shall be trained by CONTRACTOR to give accurate information concerning the routes and schedules of operations of the bus system.

CONTRACTOR shall during the normal bus operating hours have a manned office to accept calls of emergency and informational nature as it relates to bus service. CONTRACTOR shall during normal bus operating hours have personnel carry pagers and cellular phones on bus. CITY recognizes that CONTRACTOR will have on-call staff only on Saturdays.

Upon notice from CITY concerning the conduct, demeanor or appearance of such persons in the employ of CONTRACTOR, not conforming to the above, CONTRACTOR shall forthwith take steps necessary to remove or alleviate the cause of the objection.

D. Identification. CONTRACTOR shall furnish head signs to identify the service and, if requested by CITY, furnish and mount logos signs for identification and promotional material on the exterior of the buses. All signs shall be subject to the approval of CITY.

E. On Time Performance. CONTRACTOR shall operate buses strictly according to the most current bus schedules provided by CITY and to a reasonable on- time performance standard except where service is interrupted for those reasons stated in Section 6. **If service is interrupted, CONTRACTOR shall notify CITY immediately of the situation and provide an estimate of schedule disruption.**

After office hours CONTRACTOR contact information:

Rudy Ramirez
Cell Phone: (818) 312-0035

Email: rramirez@durhamschoolservices.com

Mark Bolo

Cell Phone: (818) 612-6961

Email: mbolo@durhamschoolservices.com

F. Contractor will following all COVID health and safety protocols as established by the County.

Section 4. Changes in Routes, Frequency, Stops and Equipment.

CITY may from time to time require changes to be made on the route, frequency of service, stop locations and equipment. Said changes will be requested of CONTRACTOR in writing 5 days in advance of the implementation of the change. CONTRACTOR shall after receipt of written notice take the necessary steps to institute such change in the most expedient manner possible.

Section 5. Fares or Charges.

BEACH BUS

Passenger fares will be \$2.00 one-way or \$4.00 round trip. CONTRACTOR will not provide change, passengers must procure exact payment. CITY will notify the CONTRACTOR in writing of any changes in the fares during the term of this contract. CONTRACTOR shall charge and collect from the persons utilizing said transportation system the fares or charges, as may be established by CITY in fare boxes of a type approved by CITY. Passengers must provide exact change CONTRACTOR does not have change for passengers.

CONTRACTOR shall not accept vouchers or tokens, from said persons in lieu of money unless authorized by CITY.

CONTRACTOR shall, upon such forms as shall be prescribed by CITY, furnish weekly to CITY a daily accounting of all revenues collected. The revenues collected each month will be deducted from the amount due to CONTRACTOR for the services provided during that month.

Section 6. Force Majeure.

CONTRACTOR shall not be charged, nor shall CITY demand from CONTRACTOR damages because of failure in providing the services indicated in the Agreement due to unforeseeable cause beyond the control and without the fault or negligence of CONTRACTOR. Such causes of excusable delay may include acts of federal and/ or state governments, acts of CITY, or anyone employed by them, acts of public enemy, fires, floods, snow storms, epidemic quarantine, restrictions, strikes, freight embargoes, and public road closures, but in every case the delay is excusable only for so long as, and to the extent that, the excusable delay continues.

In the event that the CONTRACTOR is unable to provide the services indicated due to any cause, it shall make a reasonable attempt at its expense, to so notify the City.

Section 7. Performance Bond.

CONTRACTOR shall procure, at its expense, and keep in effect at all times during the term hereof, a surety bond equivalent to 25% of the aggregate Agreement amount in favor of CITY and executed by a corporate surety authorized to conduct business as a surety in the State of California. Such bond shall be conditioned upon faithful performance by CONTRACTOR of the terms and conditions of the Agreement and shall be renewed to provide for continuing liability in the above amount notwithstanding any payment or recovery thereon. Said bond shall not be subject to cancellation except after notices to CITY by registered mail at least 45 days prior to the date of cancellation. CONTRACTOR shall submit said bond to CITY concurrently with the execution of this Agreement.

Upon failure of CONTRACTOR to keep such bond in effect at all times during the term hereof, CITY may terminate this Agreement by giving CONTRACTOR 5 days notice in advance of such termination.

Changes in services provided by CONTRACTOR, including but not limited to changes in routes, schedules and stops made pursuant to this Agreement shall in no way release CONTRACTOR or its surety herein from their obligations. Notice of such changes shall be waived by the surety.

Section 8. Taxes and Other Charges.

CONTRACTOR shall pay all taxes of whatever character that may be levied or charged upon its equipment, facilities, improvements, fixtures, or upon its operations hereunder. CONTRACTOR shall also pay all license or permit fees necessary or required by law for the conduct of its operations hereunder.

Section 9. Inspection.

CITY, or any person representing CITY, shall at all times have access and the right to inspect CONTRACTOR' S equipment and facilities utilized in the performance of this Agreement.

Section 10. Risk of Loss.

Contractor is not responsible for the loss, damage, or theft of personal property. Contractor is not responsible for the personal injury of City's or third parties to the extent of caused by the negligent or intentional acts of the City, passengers or third parties.

See Exhibit D for Charter Passenger Policy. This policy provides guidance to the Customer regarding all charter transportation passengers, including but not limited

to, employees, staff, and customers of the Customer who ride the charter buses provided by the Carrier.

Section 11. Funding.

CITY's obligations under this Agreement are subject to availability of funds in its Fiscal Year 2024-2025 and 2025-2026 budget to support this service. CITY will utilize local sales tax funds obtained pursuant to Ordinance No. 16 (Proposition A) of the Los Angeles County Transportation Commission for the funded of the service described herein. CONTRACTOR agrees to be bound by applicable provisions of this Ordinance and regulations of the Los Angeles County Transportation Commission pertaining thereto.

EXHIBIT B

PAYMENT RATES AND SCHEDULE

BEACH BUS RATES AND COMPENSATION:

A. Payment to the CONTRACTOR for service provided on the specified route and any new routes will be based on cost computed as follows: the bus-hours of operation times the rate of \$112.76 per bus-hour. The cost will include furnishing of the buses, bus equipment, personnel and facilities as may be necessary or required by this Agreement for the operation of a public transportation systems for approximately 11.16 hours per day.

The monetary value shown above shall apply as follows:

1. To services herein described.
2. To increases in regular service up to 100% of the bus-hours noted herein, but shall be subject to negotiation for increases of more than 100%.
3. To the cancellation charge which is equivalent to 4 bus-hours.

B. Non -Compensation:

In the event CONTRACTOR is precluded from starting the service described herein for those excusable reasons cited in Section 6 hereinafter, CONTRACTOR shall not receive compensation under this Agreement for the period of the excusable delay. If the excusable delay occurs following the start of regularly scheduled service, on any day, CONTRACTOR shall be compensated as specified above.

CONTRACTOR shall subtract the Beach Bus Fares from the invoice total.

Claims for Payment.

Claims for payment will be submitted monthly to the City of Agoura Hills (Management Analyst) by CONTRACTOR for the bus-hours operated during the previous one month period. The basis of the claim for monthly payment will be substantiated by records kept by CONTRACTOR as described under Section 7 of the contract hereinafter. All claims for payment must be presented by the fifteenth of the month to allow their payment on or about the first of the month following.

CITY shall pay its proportionate share of the total claim for payment based on the number of passes received on the bus bearing the identification of the City.

READ WITH THE MAYOR RATES AND COMPENSATION:

CITY will provide date, time, and destination one month prior to the event. Service confirmation based on CONTRACTOR availability at time of request.

CONTRACTOR will provide cost quote to CITY prior to the event. Quote must be approved by City Staff prior to the commencement of the event.

EXHIBIT C

BEACH BUS

TO ZUMA BEACH SCHEDULE

	TRIP 1	TRIP 2	TRIP 3	TRIP 4	
LCMS	9:00	10:45	12:55	3:05	
AHS	9:10	10:55	1:05	3:15	
LIB	9:20	11:05	1:15	3:25	
ZUMA	9:50	11:35	1:45	3:55	

TO AGOURA HILLS SCHEDULE

		TRIP 1	TRIP 2	TRIP 3	TRIP 4
ZUMA	-	11:55	2:05	4:05	5:55
LIB	-	12:25	2:35	4:45	6:25
AHS	-	12:35	2:45	4:55	6:35
LCMS	-	12:45	2:55	5:05	6:45

<p align="center">Beach Bus Mon-Fri 6/16/2025 – 8/8/2025 Except 7/4/2025</p>					
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READ WITH THE MAYOR– OCTOBER OR NOVEMBER 2025

PICK UP TIME: 8:45 AM

RETURN TO SCHOOL: 12:00 NOON

TUESDAY, WEDNESDAY, OR THURSDAY

DATE – TBD IN OCTOBER/NOVEMBER 2025

CITY WILL PROVIDE DATE, TIME, AND DESTINATION ONE MONTH PRIOR TO THE EVENT. SERVICE CONFIRMATION BASED ON CONTRACTOR AVAILABILITY AT TIME OF REQUEST.

EXHIBIT D

Charter Passenger Policy

Purpose

This policy provides guidance to the Customer regarding all charter transportation passengers, including but not limited to, employees, staff, and customers of the Customer who ride the charter buses provided by the Carrier.

Scope

This policy prohibits the following acts on any Carrier vehicle which is used as part of the services Carrier provides to Customer under the Agreement:

- Smoking tobacco or any other substance, or carrying a lighted or smoldering substance in any form.
- With the exception of peace officers, carrying aboard any weapon.
- Carrying aboard any flammable or explosive substance except for matches and cigarette lighters. For example, cooking stoves, propane tanks and other fuels are prohibited. Carrying aboard any package or article of a size which will block any aisle, emergency exit, or stairway of the vehicle.
- Carrying aboard any animal not housed in an enclosed carrying container. Such container cannot block or hinder travel in the aisle, emergency exit, or stairway. Service animals are allowed.
- Carrying aboard a stroller unless such item is folded and unoccupied. Strollers must remain folded while aboard the vehicle and must not block or obstruct an aisle, emergency exit, or stairway.
- Playing radios or other audio devices or musical instruments aboard unless the only sound produced by such item is emitted by a personal listening attachment (earphone) audible only to the person carrying the device producing the sound. An exception exists for peace officers, security guards, and for Carrier officials while performing their official duties.
- Littering, discarding, or depositing any trash, debris, or offensive substances in non-appropriate places.
- Spitting, urinating, or defecating.
- Damaging, writing upon, or otherwise defacing or altering property.
- Fighting or engaging in any violent, tumultuous, or threatening behavior.
- Making excessive and unnecessary noise, or using profanity.
- Obstructing the free movement of passengers.
- Interfering with the safe operation or movement of a Carrier vehicle or operator.
- Standing or otherwise occupying any space in front of the line marked on the forward end of the floor of the vehicle or otherwise conducting himself in such a manner as to obstruct the vision of the vehicle operator while the vehicle is in motion.
- Impeding the opening of, or interfering or tampering with, or otherwise obstructing the operation or use of, any window, door, or other emergency exit.
- Standing in the way of direction or impeding the vehicle from moving.
- Posting or removing any notice or advertisement unless authorized by a Carrier official.
- Throwing any litter, stone, wood, snow or other substance at, into, or from any Carrier vehicle.
- Gambling or soliciting others to engage in gambling.
- Engaging in any activity prohibited by State, County, or Municipal law.
- Entering or exiting a Carrier vehicle through the rear exit door unless directed by a Carrier official or in the event of an emergency.
- Climbing through a window or extending an arm, leg or head out the window of any Carrier vehicle.
- Hanging onto or attaching oneself to any exterior part of a Carrier vehicle while the vehicle is resting or in motion.
- Running or engaging in any horseplay.
- Refusing to leave any Carrier vehicle after having been ordered to do so by the operator of the vehicle, a security guard, peace officer, or Carrier official or supervisor.

Customer further agrees to

- Comply with all applicable laws, rules, regulations and ordinances.

Compliance

If a Carrier operator encounters any individual(s) violating this policy on a Carrier vehicle, the operator will ask the individual(s) to stop the activity or leave the premises. If the individual(s) persist in their conduct, the Carrier will notify a peace officer who will take the appropriate action. Compliance with this policy is required of each passenger. Failure to comply with this policy may result in immediate removal up to suspension of charter transportation privileges.

REPORT TO CITY COUNCIL

DATE: MAY 28, 2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: NATHAN HAMBURGER, CITY MANAGER

**BY: NICK NEWKIRK, RECREATION MANAGER
STEPHANIE POZOS, MANAGEMENT ANALYST**

**SUBJECT: APPROVAL OF AGREEMENT FOR CONTRACTOR SERVICES WITH
J&A RENTS AND SELLS, DBA, A RENTAL CONNECTION FOR INDOOR
AND OUTDOOR EVENT EQUIPMENT RENTAL AND RELATED
SERVICES**

Throughout the year, the City of Agoura Hills hosts various indoor and outdoor community events. These events require products and equipment including, but not limited to, tables, chairs, stages, and canopies. This equipment rental also requires services such as delivery, installation, set-up and breakdown, engineering event plans, and permits. The largest event that the City hosts is the annual Reyes Adobe Days Fall Festival, which also requires assistance from the event rental company during the event planning phase and throughout the duration of the event over the weekend. Equipment and services will also be provided for additional events throughout the year, as needed for other community events, including Summer Concerts in the Park, One City, One Book and the annual State of the City.

On January 28, 2025, City Staff requested proposals for indoor and outdoor event equipment rental and related services via PlanetBids. The Selection Committee, made up of City personnel and other local agency personnel, evaluated the submitted proposals/qualifications and ranked the proposal submissions based on their technical proposals and oral interview presentations. J&A Rents and Sells, DBA, A Rental Connection's proposal and interview demonstrated their ability to provide high quality equipment, professional staff, and timely service delivery.

A Rental Connection has been working with the City for several years providing multiple components for City events. These can include, but are not limited to, stages, canopies, tables, and chairs. City staff has been pleased with the work that A Rental Connection has been providing. They provide a high quality product for all rentals and also provide exceptional customer service. A Rental Connection has demonstrated that they understand that quality service is paramount to providing the best experience possible that the community expects when attending City events.

The agreement with J&A Rents and Sells, DBA, A Rental Connection will be a one-year contract, with an option to extend for two more years. The estimated cost for this service is a not-to-exceed \$50,000 annually.

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

FISCAL IMPACT

There is no additional fiscal impact to the City Council 2025-26 Adopted Budget as funds were appropriated for this item in various Department of Community Services accounts associated with specific events (010-4420-5424D0, 010-4430-551000, 010-4430-552000, 4010.4190.5424.H, and 010.4420.5510.H).

RECOMMENDATION

1. Approve the Agreement for Contractor Services with J&A Rents and Sells, DBA, A Rental Connection for indoor and outdoor event equipment rental and related services.
2. Authorize the Mayor Pro Tem to sign the agreement on behalf of the City Council.

Attachment: Agreement for Contractor Services

WITH THE CITY OF AGOURA HILLS

NAME OF CONTRACTOR: J & A Rents and Sells Inc., dba,
A Rental Connection

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Attn: Omar Iqbal

CONTRACTOR'S ADDRESS: 5397 N. Commerce Ave.
Moorpark, CA 93021

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

PREPARED BY: Stephanie Pozos

COMMENCEMENT DATE: July 1, 2025

TERMINATION DATE: June 30, 2026

CONSIDERATION: Agreement Price:
Not to Exceed: \$50,000

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

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

AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE CITY OF AGOURA HILLS AND J & A RENTS AND SELLS INC., DBA, A RENTAL CONNECTION

THIS AGREEMENT is made and effective as of July 1, 2025, between the City of Agoura Hills, a municipal corporation ("City") and J & A Rents and Sells Inc., dba, A Rental Connection ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on July 1, 2025, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2026 unless sooner terminated pursuant to the provisions of this Agreement..

The City may, at its option, extend this Agreement for one additional term of two (2) year[s] upon providing written notice of its intent to extend this Agreement to the Contractor not less than thirty (30) days prior to the expiration of the initial Term. Such extension shall be at the same price and conditions as set forth herein and shall be processed by an Amendment to this Agreement and signed by both parties.

2. SERVICES

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

3. PERFORMANCE

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

4. PAYMENT

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

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

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

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

5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

6. DEFAULT OF CONTRACTOR

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

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

such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.”

7. OWNERSHIP OF DOCUMENTS

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

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

8. INDEMNIFICATION

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

9. INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subcontractors.

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

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

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

10. INDEPENDENT CONTRACTOR

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

B. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of City. Contractor and Contractor's personnel shall not supervise any of City's employees; and City's employees shall not supervise Contractor's personnel. Contractor's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as a City employee; and Contractor's personnel shall not use any City e-mail address or City telephone number in the performance of any of the services and tasks under this Agreement. Contractor shall acquire and maintain at

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

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

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

11. PERS COMPLIANCE AND INDEMNIFICATION

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

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

12. LEGAL RESPONSIBILITIES

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

13. RELEASE OF INFORMATION

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

B. Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement

and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES

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

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

To Contractor: J & A Rents and Sells Inc., dba, A Rental
Connection
5397 N. Commerce Ave.
Moorpark, CA 93021
Attention: Omar Iqbal

15. ASSIGNMENT

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

16. LICENSES

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

17. GOVERNING LAW

The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this

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

18. PROHIBITED INTEREST

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

19. EXHIBITS

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

20. ENTIRE AGREEMENT

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

21. AMENDMENT OF AGREEMENT

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

22. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on

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

23. COUNTERPARTS

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

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

CITY OF AGOURA HILLS

Jeremy Wolf,
Mayor Pro Tem

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk

Date Approved by City Council: _____


APPROVED AS TO FORM:

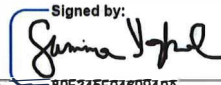
Candice K. Lee,
City Attorney

CONTRACTOR

J & A Rents and Sells Inc., dba, A Rental
Connection
5397 N. Commerce Ave.
Moorpark, CA 93021

Attn: Omar Iqbal
(805)876-0020

Signed by: _____
By: 
Name: Omar Iqbal
Title: COO

Signed by: _____
By: 
Name: Sumrina Iqbal
Title: Secretary

[Signatures of Two Corporate Officers Required]

EXHIBIT A

TASKS TO BE PERFORMED

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

General

The City estimates approximately twelve (12) events in which service will be needed each year. Contractor shall perform all labor, services, and furnish all the materials, tools, equipment, supplies, permits, engineering plans, transportation, delivery and set up of rental equipment. Event equipment is included in Exhibit B – Payment Rates and Schedule. Contractor must attend in-person planning meetings, work with City staff, and provide ongoing communication via email and phone. Provide creative ideas and solutions to layout issues. Provide adequate staff to set up (pre-event), manage (during event) and tear down (post-event) events, including day-of event staff as needed. Ensuring that all required tent permits/certifications, insurances per contract and other necessary documentation are obtained prior to events will be the responsibility of Contractor. Contractor is responsible for obtaining Building and Safety permits as needed and working with inspector(s) to meet requirements.

The services include, but are not limited to, equipment rental services for tables, chairs, tablecloths, canopies, lights, pole lights, umbrellas, umbrella bases, guard rails, artificial turf, fire extinguishers, no smoking signs, sunshades, tent stakes, canopy cement bases, water barrels, oak wine barrels, indoor and outdoor stages, and delivery, setup, and breakdown of all rental equipment. Rental company will be responsible for providing all necessary permits and engineer approvals as required per City. Rental Company must be available to City Staff throughout the duration of the event to address issues with equipment that arises.

A diagram will be provided to Contractor for each event.

Prior to the event, Contractor shall provide a cost estimate to City staff for approval. Contractor will confirm the job in writing with the availability and total cost for each event.

Permits and Local Licenses

The Contractor shall obtain and pay for a business registration as necessitated for doing work within the City of Agoura Hills. Valid licensure shall be in place for the life of the contract as stipulated in the executed Contractor Services Agreement. Contractor shall obtain the necessary Building and Safety permits as needed.

Working Hours and Schedule

Contractor must be available to work Monday through Friday, Weekends and after-hours as needed.

Contractor must provide a staffed phone number during events that happen after regular business hours and on weekends for emergencies.

Safety

1. Contractor shall plan and conduct all work in a manner that will safeguard all persons from injury and shall take precautions required by all applicable government regulations.
2. Contractor is responsible for ensuring the safety of any set-up of equipment. This includes but is not exclusive to tents, water barrels, stage, etc.
3. Contractor shall at all times adhere to all applicable safety practices and cooperate with the City in any adverse condition related thereto.

Personnel

1. Contractor must have staff and stock to provide small events of fifty (50) people and large events of ten thousand (10,000) people.
2. The City reserves the right to reject any personnel or supervisor of the Contractor's work force. It shall be the Contractor's responsibility to replace such rejected worker in a timely manner that will not affect the execution of the Contract responsibilities as specified in the Contract document.
3. Contractor shall strive to maintain excellent public relations at all times. The work shall be conducted in a manner which will cause the least possible interference and disturbance to the public. Work shall be performed by competent employees and supervised by a person(s) experienced in supervising event equipment rental and related services.
4. Contractor shall ensure that its employees are dressed in a company uniform shirt recognizable as Contractor's. Uniforms shall include any necessary protective gear.

Communication/Urgent Response

1. Contractor shall have the ability to contact their staff within fifteen (15) minutes of notification by City representative during normal working hours.
2. Contractor shall provide capabilities for twenty-four (24) hours per day, seven (7) days a week service. Contractor shall provide a 24-hour emergency contact person, who is familiar with the City's operation, with phone number (not an answering service) for non-working hours, including weekends and holidays.

Workmanship

All material and workmanship shall be of the highest quality possible. All work shall be subject to the satisfaction of the City representative, who may exercise such control of the work as is required to safeguard the interest of the City and private property.

**EXHIBIT B
PAYMENT RATES AND SCHEDULE**

Item No.	Description	Unit of Measure	Cost Per Unit
1.	Fruitwood Folding Chair	Per Day	\$ 3.95
2.	10'x20'x8' White Top Canopy	Per Day	\$ 180.00
3.	Leg Covers Velon	Per Day	\$ 5.00
4.	Par 46 Lights	Per Day	\$ 30.00
5.	6' Tables	Per Day	\$ 9.50
6.	6' Table Drape Cloths	Per Day	\$ 19.00
7.	60" Round Table	Per Day	\$ 10.00
8.	9" Market Umbrellas	Per Day	\$ 45.00
9.	70 LB Black Metal Bases (for Umbrellas)	Per Day	\$ 10.00
10.	10'x10'x8' White Top Canopy	Per Day	\$ 91.00
11.	6' Long Plastic Fitted Cloths	Per Day	\$ 7.50

Item No.	Description	Unit of Measure	Cost Per Unit
12.	Canopy Cement Bases 250lb	Per Day	\$ 10.00
13.	50'x90'x10' White Top Canopy	Per Day	\$ 4055.00
14.	Water Barrels w/ Cover	Per Day	\$ 10.00
15.	14'4" Red 2" - Pipe	Per Day	\$ 10.00
16.	Wrap Poles w Velon	Per Day	\$ 5.00
17.	FT. Market Lights	Per Day	\$ 2.50
18.	Oak Wine Barrel	Per Day	\$ 40.00
19.	48" Round Table	Per Day	\$ 9.00
20.	36" Round Table w/ top	Per Day	\$ 9.50
21.	90" Tablecloth	Per Day	\$ 11.00
22.	108" Tablecloth	Per Day	\$ 16.00
23.	120" Round Tablecloth	Per Day	\$ 17.00
24.	8' Table	Per Day	\$ 10.00
25.	8' Table Drape Cloths	Per Day	\$ 22.00
26.	20'x20'x10' White Top Canopy	Per Day	\$ 328.00
27.	20'x70'x10' White Top Canopy	Per Day	\$ 1148.00

Item No.	Description	Unit of Measure	Cost Per Unit
28.	Tuscan Tabletop 4'x8' w/ 30" Legs	Per Day	\$ 100.00
29.	20'x8' White Side Wall	Per Day	\$ 36.00
30.	10'x8' White Side Wall	Per Day	\$ 18.00
31.	Garment Racks w/ Hangers	Per Day	\$ 20.00
32.	Fire Extinguisher w/ Holder	Per Day	\$ 20.00
33.	No Smoking Signs	Per Day	\$ 3.00
34.	Sunshade – Beige - 20x20 Square	Per Day	\$ 400.00
35.	42" Double Headed Tent Stake	Per Day	\$ 4.00
36.	12" Steel pipe w/ Eye Hooks	Per Day	\$ 20.00
37.	Aircraft Cable (to tie sunshades)	Per Day	\$ 2.50/ft
38.	White Picket Fence 3' high x8' long	Per Day	\$ 32.00
39.	Pole Light w 3 Par 46 Light w amber gels	Per Day	\$ 98.00
40.	1,500-Watt Electric Stand Mount Patio Heater	Per Day	\$ 120.00
41.	Sandbag Weight	Per Day	\$ 3.00
	Stage(s) (for Indoor/Outdoor Use)		\$
42.	Sections Platform 4x4 (20'x28'x2')	Per Day	\$ 45.00 per 4x4

Item No.	Description	Unit of Measure	Cost Per Unit
43.	4' Wide Guard Rails w/ nuts and bolts	Per Day	\$ 25.00
44.	Sections 24"	Per Day	\$ 45.00 per 4x4
45.	Sq. Ft. Black Astro Turf	Per Day	\$ 0.85
46.	Ft. Stage Skirting	Per Day	\$ 1.25
47.	Adjustable Step w/ Rails	Per Day	\$ 50.00
48.	30'x25'x10' Gable White Canopy	Per Day	\$ 617.00
49.	Maxi Base Plate w/ 30" Extension	Per Day	\$ 40.00
50.	10'x10' White Side Wall	Per Day	\$ 18.00
51.	20'x10' White Side Wall	Per Day	\$ 36.00
	Services		
52.	Wet Stamp Engineering (Plans)	Per Each	\$ 1500.00
53.	Building & Safety Permit	Per Each	\$ 750.00
54.	Setup/Installation Fee %	Per Each	% 5
55.	Teardown Fee %	Per Each	% 0
56.	Standard Delivery Fee	Per Each	\$ 350.00
57.	After-Hours Pick-Up Fee	Per Each	\$ 500.00

EXHIBIT B PAYMENT RATES AND SCHEDULE

2025 Community Events	Day, Date and Time
Winter Art Show Location: Recreation & Event Center 29900 Ladyface Court	Thursday, February 6 5-7pm
Volunteer Recognition Location: City Hall 30001 Ladyface Court	Wednesday, February 12 6pm
Conejo Valley Community Concert & Jazz Band Location: Agoura High School PAEC 28545 Driver Ave.	Sunday, March 9 4pm-6pm
Conejo Valley Student Art Show – Awards Ceremony Location: Recreation & Event Center 29900 Ladyface Court	Thursday, April 10 5-8pm
Breakfast with the Bunny Location: Reyes Adobe Park – Adobe Grounds 30400 Rainbow Crest Drive	Saturday, April 12 10am-12pm
Community Services Day Location: Chumash Park 5550 Medea Valley Drive	Saturday, May 3 8:30am-12pm
Senior Expo Location: Recreation & Event Center 29900 Ladyface Court	Wednesday, May 7 9am-1pm
Public Safety Day Location: Fire Station #89 29575 Canwood Street	Saturday, May 10 10am-2pm
Concert in the Park #1 Location: Chumash Park 5550 Medea Valley Drive	Sunday, June 15 6pm-8pm
Movies in the Park #1 Location: Reyes Adobe Park 30400 Rainbow Crest Drive	Saturday, June 21 7pm-10pm (movie begins at sundown)
Concert in the Park #2 (Drone Show) Location: Chumash Park 5550 Medea Valley Drive	Sunday, July 6 6pm-9pm
Movie in the Park #2 Location: Reyes Adobe Park 30400 Rainbow Crest Drive	Saturday, July 12 7pm-10pm (movie begins at sundown)
Summer Art Show Location: Recreation & Event Center 29900 Ladyface Court	Thursday, July 17 5pm-7pm
Concert in the Park #3 Location: Oaks Christian High School	Sunday, July 20 6pm-8pm
Concert in the Park #4 Location: Chumash Park 5550 Medea Valley Drive	Sunday, August 3 6pm-8pm

Movie in the Park #3 Location: Reyes Adobe Park 30400 Rainbow Crest Drive	Saturday, August 9 7pm-10pm (movie begins at sundown)
Concert in the Park #5 Location: Chumash Park 5550 Medea Valley Drive	Sunday, August 17 6pm-8pm
Creek Clean-Up Location: Corner of Kanan & Agoura Road	Saturday, September 13 9am-12pm
Reyes Adobe Days www.reyesadobedays.org Fiesta Location: Reyes Adobe Park 30400 Rainbow Crest Drive	October 3, 4, 5 September 24 th 11am-1pm
One City, One Book Location: Recreation & Event Center 29900 Ladyface Court	TBD
State of the City Location: Recreation & Event Center 29900 Ladyface Court	Thursday, November 6
Mayor's Art Show Location: Recreation & Event Center 29900 Ladyface Court	Thursday, November 6 5-7pm
Conejo Valley Community Concert & Jazz Band Location: TBD	TBD
Senior Thanksgiving Luncheon Location: Recreation & Event Center 29900 Ladyface Court	Wednesday, November 12 11am-1pm
Holidays on the Hill Location: The Event Center 29900 Ladyface Court	Friday, December 5 - Saturday, December 6 TBD

No guarantees are expressed or implied to the number of events and/or estimated revenue to the Contractor.

Dates and locations are subject to change at the City's discretion.

REPORT TO CITY COUNCIL

DATE: MAY 28, 2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: NATHAN HAMBURGER, CITY MANAGER

**BY: RAMIRO ADEVA, ASSISTANT CITY MANAGER
MARY HADDAD, COMMUNICATIONS MANAGER**

**SUBJECT: APPROVE AGREEMENT FOR CONTRACTOR SERVICES WITH
TRITON TECHNOLOGY SOLUTIONS FOR THE REPLACEMENT OF
STREAMING TECHNOLOGY**

As part of the City's website redesign project and future efforts to enhance the technology used in public meetings, staff is moving forward with the implementation of a new agenda management platform called AgendaLink. This upgrade was presented to the City Council during the May 14, 2025 meeting as part of the website redesign discussion item.

During the onboarding process with AgendaLink, the vendor inquired about the City's existing streaming software and hardware capabilities to best meet our needs. This prompted coordination with Pegasus, the City's current technology support provider for streaming public meetings. Through this evaluation, it was discovered that the City's current streaming hardware system is outdated, experiencing failure issues, and in need of replacement.

City staff waited to hear from Pegasus on the best technology needed to complete this effort, and they recommended a system by the name of Cablecast. Cablecast is an automation software and video server used to power the streaming of live meetings to the public. In continued conversations with Pegasus on companies that are best known for Cablecast implementation, they recommended Triton Technology Solutions. Triton Technology Solutions is Southern California's leading broadcast system integration company and has worked on implementing Cablecast systems in the cities of Costa Mesa, Irvine, Orange, Palm Springs, and others. In addition, they have experience working closely with Pegasus and Agendalink to power the streaming of meetings in other communities through their technology systems.

The current system was purchased over ten years ago. In staff research and in speaking with Triton Technology Solutions, these systems average a 10-year lifespan.

The streaming system is critical not only for integrating with AgendaLink, but also for the continued ability to provide remote access to public meetings.

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

FISCAL IMPACT

The purchase of the Cablecast system has no impact on the City's current General Fund. Costs will be covered through the City's Information Technology Account 010-4195-552000 in the amount of \$40,000. Annual costs in the amount of \$4,978 will begin in Fiscal Year 2027-28, which staff will budget for in the next budget cycle.

RECOMMENDATION

Staff respectfully recommends the City Council approve the Agreement for Contractor Services with Triton Technology Solutions for the labor and installation of the upgraded Cablecast system to continue streaming meetings.

Attachment: Agreement for Contractor Services

AGREEMENT FOR CONTRACTOR SERVICES
WITH THE CITY OF AGOURA HILLS

NAME OF CONTRACTOR: Triton Technology Solutions

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Attn: Kristen Tetherton

CONTRACTOR'S ADDRESS: 32234 Paseo Adelanto, Suite E-1
San Juan Capistrano, CA, 92675

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

PREPARED BY: Mary Haddad

COMMENCEMENT DATE: June 1, 2025

TERMINATION DATE: July 1, 2025

CONSIDERATION: Agreement Price: \$37,696.08
Not to Exceed: \$40,000 /yr

ADDITIONAL SERVICES <i>(Describe Services, Amount, and Approval):</i> <hr/> <hr/> <hr/> <hr/>
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Date: _____ Amount: \$ _____ Authorized By: _____
(Not to Exceed 10% of Agreement Price) City Manager

**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF AGOURA HILLS AND TRITON
TECHNOLOGY SERVICES**

THIS AGREEMENT is made and effective as of June 1, 2025, between the City of Agoura Hills, a municipal corporation ("City"), and Triton Technology Services ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on June 1, 2025 , and shall remain and continue in effect until tasks described herein are completed, but in no event later than July 1, 2025 unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

3. PERFORMANCE

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

4. PAYMENT

A. The City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B other than the payment rates and schedule of payment are null and void. This amount shall not exceed (\$40,000) ("Agreement Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

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

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

5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

6. DEFAULT OF CONTRACTOR

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

B. If the City Manager or his delegate determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Contractor with written notice of the default. The Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of

this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.”

7. OWNERSHIP OF DOCUMENTS

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

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

8. INDEMNIFICATION

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

9. INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Liability arising from the unauthorized release of information for which an entity has the legal obligation to keep private, such as personally identifiable information (PII) and protected health information (PHI)

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

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

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

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

insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

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

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

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

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

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

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

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

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

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

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

10. INDEPENDENT CONTRACTOR

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

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

services and tasks under this Agreement, or as may be necessary to inspect or visit City locations and/or private property to perform the services and tasks. City may make a computer available to Contractor from time to time for Contractor's personnel to obtain information about, or to check on, the status of projects pertaining to the services and tasks performed under this Agreement. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

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

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

11. PERS COMPLIANCE AND INDEMNIFICATION

A. General Requirements. The parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Contractor agrees that, in providing its employees and any other personnel to City to perform the services and tasks under this Agreement, Contractor shall assure compliance with the Public Employees'

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

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

12. LEGAL RESPONSIBILITIES

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

13. RELEASE OF INFORMATION

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

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

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

14.NOTICES

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

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

To Contractor: Triton Technology Solutions
32234 Paseo Adelanto Suite E-1
San Juan Capistrano, CA 92675
Attention:

15.ASSIGNMENT

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

16.LICENSES

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

17.GOVERNING LAW

The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Agoura Hills. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the

prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

18. PROHIBITED INTEREST

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

19. EXHIBITS

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

20. ENTIRE AGREEMENT

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

21. AMENDMENT OF AGREEMENT

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

22. AUTHORITY TO EXECUTE THIS AGREEMENT

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

obligations hereunder. In lieu of a handwritten or wet signature from the Contractor, the City may electronically process and execute this Agreement and request that the Contractor sign the Agreement electronically via DocuSign or similar electronic signature software.

23. COUNTERPARTS

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

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

CITY OF AGOURA HILLS

Jeremy Wolf,
Mayor Pro Tem

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk

Date Approved by City Council: _____


APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

CONTRACTOR

Triton Technology Solutions
32234 Paseo Adelanto Suite E-1, San Juan
Capistrano CA, 92675
Kristen Tetherton
(949) 388-3919
kristen@tritontechnologiesolutions.com

By: 
Name: ~~Kristen Tetherton~~
Title: President

By: 
Name: Brian Rose
Title: Chief Technology Officer

[Signatures of Two Corporate Officers Required]

EXHIBIT A

TASKS TO BE PERFORMED

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

I. Systems

A. Cablecast VIO Video Server System

- Model: VIO Lite or VIO2 (2 I/O) or VIO4 (4 I/O)
- Chassis: 2 RU with whisper quiet fans
- Storage: 8TB internal storage
- I/O Capabilities:
 - 2 channel configurable 1x1 SD/HD SDI encode/decode
 - Selectable SD or HD SDI with embedded audio
- Stream Inputs:
 - RTP, RTMP, RTSP, NDI, SRT, HLS
- Output Graphics Features:
 - Graphics overlay
 - Crawl text
 - Station bug and bug text

B. Software Licenses and Capabilities

- Included Software:
 - Cablecast Automation Software
 - Cablecast Video Server Software
 - Cablecast CG Server Software

- Included Features:
 - Native schedule integration for "Airs Again On", "Coming Up Next", and other dynamic schedule graphics
 - 3-year hardware warranty
 - 1 year of Gold Support (includes premium features, updates, and same-day support)

C. Video On Demand (VOD) Capability

- Cablecast VOD Software Upgrade:
 - Software-only upgrade for VIO Lite or VIO2 servers
 - Enables VOD content delivery

D. Professional Monitoring & Mounting

- Monitor: 21.5" Full HD with 3G-SDI & HDMI inputs
- Mount: Articulating mount for 13"–32" flat panel monitors

E. Signal Routing and Conversion

- Router: Compact 16x16 3G-SDI Router
- Converter: HD/SD-SDI to HD/SD Analog Component/Composite with audio de-embedder

II. Labor

A. Engineering and Installation

- Pre-Installation Site Assessment:
 - Engineer to trace existing video, audio, and network wiring to Leightronix
- Installation Services:
 - Installer onsite for 1 day to:
 - Install Tightrope hardware
 - Connect Tightrope hardware to existing infrastructure
- Commissioning:

- Engineer onsite for 2 days to:
 - Support full system installation
 - Assist with system commissioning
- Wiring Documentation:
 - Engineer will design and document wiring specific to new installed equipment
- Coordination and Support:
 - Coordinate with Tightrope services for:
 - System setup
 - Migration of content from legacy system
 - One-hour remote training, installation assistance, or service (must be scheduled 2 weeks in advance)

III. Materials

A. Hardware

- Cablecast VIO Video Server (VIO Lite, VIO2, or VIO4)
- 21.5" Full HD Monitor (3G-SDI & HDMI)
- Articulating Monitor Mount
- 16x16 3G-SDI Router
- SDI-to-Analog Converter with Audio De-Embedder

B. Software

- Cablecast Automation, Video, and CG Server Software (included)
- Cablecast VOD Software Upgrade

C. Accessories

- Cables and connectors for video, audio, and network connections (based on site assessment)

IV. Support & Warranty

- 3-Year Hardware Warranty (included)
- 1-Year Gold Support:
 - Includes software updates and premium features
 - Same-day support via email, phone, and remote login
- Annual Support Subscription:
 - Per I/O for subsequent years beyond the initial term

EXHIBIT B
PAYMENT RATES AND SCHEDULE

One-time installation, configuration, and labor costs:

Payment #	Amount	Milestone/Description	Due Date
1	\$18,848.04	50% deposit – Equipment shipment, system commission, and scheduling of installation	June 5, 2025
2	\$18,848.04	50% final payment – Due upon completion of installation, system commissioning, training, and documentation submission	No later than June 30, 2025

Annual Ongoing Costs (Beginning Year 2 and Beyond)

Item	Description	Annual Cost
Annual Support Subscription	Per I/O support subscription for system updates, email/phone/remote support, and access to premium features.	\$3,000
Annual Hardware Assurance	After Year 3, hardware assurance can be renewed annually for coverage beyond warranty.	\$1,978

REPORT TO CITY COUNCIL

DATE: MAY 28, 2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: NATHAN HAMBURGER, CITY MANAGER

BY: NICK NEWKIRK, RECREATION MANAGER

**SUBJECT: APPROVE EVENT SERVICES PROVIDER AGREEMENT TO PROVIDE
A DRONE SHOW AT THE JULY SUMMER CONCERT IN THE PARK**

To celebrate the patriotic season associated with the 4th of July, the City of Agoura Hills provided a drone show during the Summer Concert in the Park in 2024. It was the first drone show in the area and was a resounding success. Each year, the show is presented at the concert on the first Sunday following the 4th of July holiday in Chumash Park.

The idea of a drone show was presented to the City Council at its Goal Setting Workshop on March 13, 2024. The intention was to replace the laser show that had been an alternative to a fireworks show. The details in a drone show include similar features to a laser show, with the addition of beautiful patriotic images with bright colors and a display that is synchronized to themed music. The proposed drone show was presented to and approved by the Community Services Subcommittee.

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

FISCAL IMPACT

The cost of the drone show will be \$39,500 each fiscal year. The deposit required to book the show will appear in this Fiscal Year 2024-25 Adopted Budget and can be covered with existing funds from account 010.4430.5520.

There is no additional fiscal impact to the City Council 2025-26 Proposed Budget as funds were appropriated for this item in Department of Community Services account associated with specific events 010-4430-552000.

RECOMMENDATION

Staff respectfully recommends that the City Council approve the three-year agreement with Sky Elements Drone Show, LLC, to provide a drone show in July at the patriotic Summer Concerts in the Park and authorize the City Manager to sign the agreement.

Attachment: Event Service Provider Agreement

CITY OF AGOURA HILLS EVENT SERVICE PROVIDER AGREEMENT

THIS AGREEMENT is made and entered into as of July 1, 2025, by and between the City of Agoura Hills, a municipal corporation (hereinafter referred to as "City"), and Sky Elements Drone Show, LLC, a Corporation, (hereinafter referred to as "Provider"). In consideration of the promises and mutual agreements herein contained, the parties hereto agree as follows:

1. TERM

This Agreement shall commence on July 1, 2025, and shall remain and continue in effect until tasks described herein are completed, but in no event later than July 30, 2027, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Provider shall perform the services and tasks described and set forth in Exhibit A, Scope of Services, attached hereto and incorporated herein as though set forth in full.

3. PERFORMANCE

In meeting its obligations under this Agreement, Provider 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. No pyrotechnics or special effects of any kind shall be allowed as any part of the services for the City by the Provider, its employees, agents, group members, fellow Providers or any third party without the prior written consent of the City Manager or authorized designee.

4. LOCATION AND RELIABILITY OF PERFORMANCE

The date, time, and location of Provider's event services shall be determined at the time of City's request for "Request for Event Services." All event services shall be provided within City limits. Time and reliability are of the essence in this Agreement.

5. EQUIPMENT

Provider shall provide its own equipment that it requires for the Event, unless other arrangements are made in writing with the City before the Event. The City reserves the right to inspect all equipment and/or materials being used for any Event.

6. PAYMENT

a. The City agrees to pay the Provider an amount that shall not exceed One Hundred Eighteen Thousand, Five Hundred Dollars and Zero Cents (\$118,500.00) for conducting Events, 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 One Hundred Eighteen Thousand, Five Hundred Dollars and Zero Cents (\$118,500.00) for the total term of this Agreement unless additional payment is approved as provided in this Agreement. The City shall withhold from this sum appropriate taxes if so directed by the California Franchise Tax Board. Payment will be made by the City immediately following an Event.

b. Provider 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. Provider shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Provider at the time City's written authorization is given to Provider for the performance of said services.

c. The City Manager may approve additional services up to ten percent (10%) of the amount of the Agreement but in no event shall the total sum of the Agreement exceed Twenty Five Thousand Dollars and No Cents (\$25,000.00) or the amount approved by City Council. Any additional services in excess of this amount shall be approved by the City Council.

7. USE OF COPYRIGHTED MATERIAL

The Provider shall be fully responsible for paying any legally required royalties or fees for the use by the Provider of copyrighted material and shall comply at all times with all applicable copyright laws.

8. NON-ASSIGNABILITY

It is understood that this is a personal services agreement between the City and Provider, and that Provider is required to personally provide the required Event. Neither this Agreement nor any rights, title, interest, duties or obligations under this Agreement may be assigned, transferred, conveyed or otherwise disposed of by Provider without the prior written consent of the City.

9. INDEPENDENT CONTRACTOR

a. The Provider is and shall at all times remain as to the City a wholly independent contractor and not an employee of City. Neither the City nor any of its officers, employees, or agents, shall have control over the conduct of the Provider or any of the officers, employees, or agents of the Provider, except as herein set forth. Personnel providing the Event Services under this Agreement with or on behalf of the Provider shall at all times be under the Provider exclusive direction and control. Provider shall not at any time or in any manner represent that it or any of its employees, agents, group members, or fellow Providers are in any manner officers, employees, or agents of the City. Provider and Provider's personnel shall not supervise any of City's employees; and City's employees shall not supervise Provider's personnel. Provider's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as an employee of City; and Provider's personnel shall not use any City e-mail address or City

telephone number in the performance of any of the Event Services under this Agreement. Provider shall acquire and maintain, at its sole cost and expense, such vehicles, equipment, and supplies as Provider's personnel require to perform any of the Event Services required by this Agreement. Provider shall not incur or have the power to incur any debt, obligation, or liability whatsoever against the City or bind the City in any manner.

b. No employee benefits shall be available to Provider in connection with the performance of this Agreement. Except for the fees paid to Provider as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Provider for performing Event Services hereunder for City. City shall not be liable for compensation or indemnification to Provider for injury or sickness arising out of performing Event Services hereunder. Provider shall be responsible for and pay all wages, salaries, benefits and other amounts due to Provider's personnel in connection with their performance of the Event Services under this Agreement and as required by law. Provider 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, Provider and any of its officers, employees, agents, and subcontractors providing any of the Event Services 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 an employee of City, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits.

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

10. 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. Provider agrees that, in providing its employees and any other personnel to City to perform Event Services under this Agreement, Provider 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,

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

11. INDEMNIFICATION

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

12. INSURANCE REQUIREMENTS

Prior to commencement of services, Provider shall procure, provide, and maintain, at Provider'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 Provider, 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 Provider

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

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

b. Minimum Limits of Insurance. Provider 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 Provider 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 Provider 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 Provider; products and completed operations of the Provider; premises owned, occupied or used by the Provider; or automobiles owned, leased, hired or borrowed by the Provider. 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 Provider'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 Provider'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 Provider'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. Provider agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

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

g. Verification of Coverage. **Provider 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.

13. TERMINATION OR SUSPENSION

This Agreement may be terminated or suspended and the Event or Events canceled at any time, with or without cause, at the sole and exclusive discretion of the City Manager, without default or breach of this Agreement by the City.

14. LEGAL RESPONSIBILITIES

The Provider 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 Provider 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 Provider to comply with this Section.

15. LICENSES

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

16. GOVERNING LAW

The City and Provider 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.

17. 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.

18. ENTIRE AGREEMENT

This is the entire agreement between the parties regarding the Event required by this Agreement. Any modification or amendment of this Agreement shall not be effective unless in writing and assigned by the parties to this Agreement.

19. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Provider warrants and represents that he or she has the authority to execute this Agreement on behalf of the Provider and has the authority to bind Provider 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

Nathan Hamburger,
City Manager

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk

APPROVED AS TO FORM:
City Attorney's Office (2025)

PROVIDER

Sky Elements Drone Show, LLC
3819 Rufe Snow Dr. #203
North Richland Hills, Texas 76180
Tyler Jack
(817) 286-3400

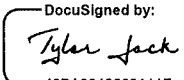
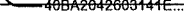
By:  5/21/2025
Name: 

EXHIBIT A

SCOPE OF SERVICES

Provider recognizes and agrees that this Agreement is for the purpose of establishing a contractual relationship between the City of Agoura Hills and the Provider, for the future drone show services for the City of Agoura Hills for City events. Event services shall include drone show display services, choreography, staffing and equipment for the annual show in July. The procedure for requesting and assigning services is set forth as follows:

1. The City Manager or his designee shall submit to Provider a written "Request for Event Services." The date, time, and location of Provider's performance shall be determined at the time of City's Request for Services. The Request for Event Services shall include a description of the services to be completed, the date requested or the time for completion of the services, and any other relevant information necessary to provide the services.

2. Within five (5) business days of the date of the Request for Services, Provider shall respond in writing to the Request for Services and advise the City Manager whether it can perform the services and specify the cost of service in accordance with the rates set forth in Exhibit "B" to this Agreement.

3. Upon the City Manager's written acceptance of the Provider's response, the Provider shall proceed with the services on the date requested. The performance of the services shall be pursuant to the terms of this Agreement.

Services will include:

- Display date: Sky Elements Drone Show, LLC agrees to provide a full service drone show on: Year 1 – 7/6/25 and Years 2 & 3 – TBD
- Display location: Agoura High School (Football Field) – 28545 Driver Ave., Agoura Hills, CA 91301. Show attendees will be at Chumash Park located at 5550 Medea Valley Dr, Agoura Hills, CA 91301.
- Display time: Show will begin on or around 8:50pm (Sky Elements and City Staff will agree on a time on show date.)
- Display will include, but not limited to: themed music, drone images, 10 minute show, and 300 drones.
- Sky Elements Drone Show, LLC will coordinate with City in regards to set up.
- Sky Elements Drone Show, LLC will comply with all Las Virgenes Unified School District permit requirements.

EXHIBIT "B"

PAYMENT RATES AND SCHEDULE

Payment rates attached.



This Agreement is made this the 17th day of January, 2025, by and between Sky Elements, LLC, a Texas limited liability company, whose address is 820 W Sandy Lake Drive, Coppell TX 75019, and hereinafter referred to as “**Sky Elements**” and City of Agoura Hills, CA, hereinafter referred to as “Customer.” Sky Elements is in the business of providing drone display services, and Customer desires to have Sky Elements provide drone display services at Customer’s event(s). The parties therefore agree as follows:

1. **Drone Display(s):** Sky Elements agrees to furnish to Customer with drone display services, hereinafter referred to as “Display(s)” The Display(s) will be conducted in accordance with the following specifications:

Display 1 Date: 7/6/2025

Display 1 Drone Count: 300

Display 1 Location: AHS Football Field – Argos St. Agoura Hills, CA 91301

Display 1 Cost: \$39,500

Display 2 Date: 7/6/2026

Display 2 Drone Count: 300

Display 2 Location: AHS Football Field – Argos St. Agoura Hills, CA 91301

Display 2 Cost: \$39,500

Display 3 Date: 7/6/2027

Display 3 Drone Count: 300

Display 3 Location: AHS Football Field – Argos St. Agoura Hills, CA 91301

Display 3 Cost: \$39,500

2. **Payment Terms.** Customer shall pay Sky Elements \$ 118,500. Customer shall submit a 55% deposit of Display 1 immediately upon execution of this Agreement. The balance remaining for each display(s) will be paid to Sky Elements seven days prior to each Display. Customer shall pay the Invoice by wire transfer, ACH, check, or credit card with 3.5% service fee. Failure to pay final balance before Display date could potentially delay the scheduled Display. Late payments are subject to a 6% annual interest charge on outstanding balances more than 10 days past due.
3. **Safety.** The performance of the Display(s) will start at the agreed upon time(s) if the launch site is secure and the conditions are safe to proceed as determined by Sky Elements in its sole

discretion. The Parties agree that should unsafe conditions arise during the performance of the Display(s), as determined by Sky Elements in its sole discretion, Sky Elements' Pilot in Command ("PIC") may halt the display. The PIC may resume the Display(s) if the PIC determines that safe conditions are restored.

4. **Statement of Compliance.** Sky Elements complies with federal aviation law. In connection with these obligations, Sky Elements hereby represents and warrants to Customer that Sky Elements is obligated by federal aviation law to conduct all aerial operations within the limitations stated in Federal Aviation Administration Waiver No: 107W-2023-02319 ("**Waiver**"). Customer represents that nothing in this Agreement shall obligate Sky Elements to exceed or violate the terms of the Waiver.

5. **Customer's Obligations.**

- a) Customer shall be solely and entirely responsible for the following obligations:
 - i) Obtaining all necessary permissions from property owners, controllers, or authorized representatives required for the performance of the Display(s) at least seven days before the performance of the Display(s).
 - ii) Obtaining all necessary permits required by local governmental agencies (excluding FAA) at least seven days before the performance of the Display(s).
 - iii) Maintaining a safe operating area from which the Sky Elements crew will work, uninterrupted.
 - iv) Securing the area of operation to ensure only individuals necessary to the operation ("Participating Persons") are allowed in the area of flight operations as designated by Sky Elements.
 - v) Ensuring that only Participating Persons will be permitted within the perimeter of 100 feet from the area of primary flying.
 - vi) Ensuring that none of the Customer's employees, contractors, or representatives are operating a drone within 2500 feet of the Display(s) location during the performance of the Display, without prior approval by Sky Elements.
- b) Customer, and its employees, representatives, and agents, must respond promptly to any Sky Elements request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Sky Elements to perform the Display(s) in accordance with the requirements of this Agreement.
- c) If Sky Elements' performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its employees, representatives, and agents, Sky Elements shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, if arising directly or indirectly from such prevention or delay.

6. **Cancellation.**

- a) If Sky Elements is unable to perform the Display(s) due to (i) the Parties inability to obtain the requisite permissions to perform the Display(s), (ii) the illness, injury, or death of its employees or personnel who are intended to pilot and coordinate the Display(s), (iii) or due to the damage or destruction of Sky Elements' equipment during transit to the location of the Display(s) (each, an "Unforeseen Event"), and to the extent such Unforeseen Event was not directly caused by Sky Elements or its personnel, Sky Elements may cancel the Display(s) and any of its obligations under this Agreement by providing Customer notice as soon as reasonably possible before the Display(s). If a cancellation under this Section 5(a) is required, Sky Elements will provide Customer a full refund of any amounts Customer paid to Sky Elements at the time of cancellation.
- b) If Customer cancels this Agreement more than 30 days before the scheduled date of the Display(s), the cancellation fee will be 50% of the full Invoice price regardless of whether such fees and expenses are incurred and regardless of whether other external conditions would have prevented the Display(s) from moving forward as scheduled.
- c) If Customer cancels this agreement less than 30 days, but more than 72 hours before the scheduled date of the Display(s), the cancellation fee will be 75% of the full Invoice price regardless of whether such fees and expenses are incurred and regardless of whether other external conditions would have prevented the operations from moving forward as scheduled.
- d) If Customer cancels this agreement less than 72 hours before the scheduled date of the Display(s), the Customer shall pay Sky Elements the total amount of the Invoice, regardless of whether such fees and expenses are incurred and regardless of whether other external conditions would have prevented the operations from moving forward as scheduled.

7. **Indemnification.**

- a) Customer shall defend, indemnify, and hold harmless Sky Elements, its agents, employees, heirs, representatives, successors, and assigns from and against any costs, losses, claims, liabilities, fines, expenses, penalties, and damages (including reasonable legal fees) in connection with or resulting from: 1) Any inaccuracy in any representation or breach of any warranty made by Customer under this Agreement; 2) Customer's gross negligence or willful misconduct in performing any of its obligations under this Agreement; 3) A material breach by Customer of any of its representations, warranties, covenants, or agreements under this Agreement; or 4) Any third-party claim based on, resulting from, or arising out of Customer's conduct under this Agreement.
- b) Sky Elements shall defend, indemnify, and hold harmless the Customer, its agents, employees, heirs, representatives, successors, and assigns from and against any costs, losses, claims, liabilities, fines, expenses, penalties, and damages (including reasonable legal fees) in connection with or resulting from: 1) Any inaccuracy in any representation or breach of any warranty made by Sky Elements under this Agreement; 2) Sky Elements' gross negligence or willful misconduct in performing any of its obligations under this

Agreement; 3) A material breach by Sky Elements of any of its representations, warranties, covenants, or agreements under this Agreement; or 4) Any third-party claim based on, resulting from, or arising out of Sky Elements' conduct under this Agreement.

8. **Relationship of the Parties.** The relationship between the Parties is that of independent contractors. Nothing in this Agreement shall give Customer the right to instruct, supervise, control, or direct the details and manner of the completion of the Display(s). Nothing in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to Agreement for or bind the other Party.
9. **Intellectual Property.** All intellectual property rights, including images, text, graphics, film, audio, audiovisual works, copyrights, patents, patent disclosures, inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works, and all other rights (collectively, "**Intellectual Property Rights**") in and to the Display(s), work product, and other materials that are delivered to or for Customer under this Agreement shall be owned by Sky Elements.
10. **Confidential Information.**
 - a) Confidential Information disclosed by either Party shall be used by the receiving Party solely for the purposes authorized by this Agreement, unless otherwise approved in advance and in writing by the disclosing Party.
 - b) If the receiving Party is legally obliged to disclose any of the Confidential Information, the receiving Party shall promptly notify the disclosing Party so that the disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the terms of this Agreement, at the disclosing Party's sole discretion.
 - c) Under this Agreement, "**Confidential Information**" includes, but is not limited to, Sky Elements' operating procedures, operations manuals, and any documents marked "Confidential."
 - d) The Parties shall be entitled to injunctive relief for any violation of this Section.
11. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
12. **Waiver.** No waiver of any right, remedy, power, or privilege under this Agreement ("Right") is effective unless in writing signed by the Party charged with such waiver. No failure to exercise, or delay in exercising, any Right operates as a waiver thereof. No single or partial exercise of any Right precludes any other or further exercise thereof or the exercise of any other Right.
13. **Entire Agreement.** This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous written or oral understandings, agreements, representations, and warranties with respect to such subject matter. the Parties may not amend this Agreement except by written instrument signed by the Parties.

14. **Amendment & Assignment.** This Agreement may not be sold, assigned, amended, or transferred without the prior written consent of either Party. This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party.
15. **Successors and Assigns.** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns.
16. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall grant to any other person or entity any legal or equitable right, benefit, or remedy of any nature under or because of this Agreement.
17. **Force Majeure.** If for any reason beyond its control including, but not limited to, strikes, labor disputes, accidents, government requisitions, acts of war, acts of God, epidemic, pandemic, governmental restrictions, or other similar events that would make the event impractical or impossible, the Parties agree Customer's sole remedy is to transfer the display date subject to Sky Element's availability. In no event will Sky Elements be liable for any damages, including, but not limited to consequential damages.
18. **Choice of Law.** Each party agrees that any legal action to enforce or defend with respect to this Agreement (a "Legal Action") shall be brought only in the District Court of the State of Texas in Tarrant County. Each party further accepts for itself, and in respect of its property, generally and unconditionally, the exclusive jurisdiction of that court with respect to any Legal Action and irrevocably waives any objection, including, without limitation, any objection to the laying of venue or based on the grounds of forum non convenience, which it may now or hereafter have to the bringing of any Legal Action in that jurisdiction and venue.
19. **Form of Written Notice.** Each Party shall deliver all communications in writing either in person, by certified or registered mail, return receipt requested and postage prepaid, by facsimile or email (with confirmation of transmission), or by recognized overnight courier service, and addressed to the other Party at the addresses that the receiving Party may designate from time to time in accordance with this Section.
20. **Severability.** If any provision or portion of this Agreement is found to be invalid, unlawful or unenforceable to any extent, such provision of this Agreement will be enforced to the fullest extent permissible by applicable law so as to affect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect. Upon such determination that any term or other provision of this Agreement is invalid, unlawful, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement to affect the original intent of the Parties as closely as possible in a mutually acceptable manner so that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
21. **FAA Approvals and Authorizations.** Sky Elements shall obtain all necessary Federal Aviation Administration (FAA) approvals and authorizations to enable Sky Elements to perform fully hereunder, including airspace authorization needed for the Display(s).

22. **Representation and Warranty.**

- a) Sky Elements represents and warrants to Customer that it shall perform the Display using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.
- b) In the event of a materially defective Display, being a display that is performed material different than the rendering or missing more than ten percent of the drones in the Display(s), Sky Elements shall, in its sole discretion, either:
 - i) Reperform the Display(s) at a mutual agreed upon date; or
 - ii) Credit or refund the price of the Display at the pro rata Agreement rate.
- c) The remedies set forth in this section shall be Customer's sole and exclusive remedy and Sky Elements entire liability for any breach of the limited warranty set forth in this section.
- d) Except for the warranty set forth above, Sky Elements makes no warranty related to its services, including any (a) warranty of fitness for a particular purpose; (b) warranty of title; or (c) warranty against infringement of intellectual property rights of a third party, whether express or implied by law, course of dealing, course of performance, usage of trade, or otherwise.

23. **Insurance:** Sky Elements will maintain the following insurance coverages in connection with the Display(s) described in this Agreement.

Commercial General Liability: \$1,000,000

Automobile Liability: \$1,000,000

Umbrella: \$10,000,000

Workers Compensation: \$1,000,000

Aviation Liability: \$5,000,000

Sky Elements also agrees to include Customer as additional insured under the terms of this coverage. Sky Elements will provide a Certificate of Insurance. All entities listed on the certificate will be deemed an additional insured per this Agreement.

24. **Electronic Signatures.** Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.

25. **Marketing Materials.** Should Sky Elements provide marketing collateral, including but not limited to images, videos, mockups, or other such marketing materials to Customer. Subject to the terms and conditions of this Agreement, Sky Elements hereby grants Customer "Licensee" a non-exclusive, non-transferable, revocable, limited license to use the Licensed Material solely for the purpose of promoting the specific upcoming Sky Elements drone show within a period of one (1) year from the Effective Date of this Agreement. All rights not expressly granted by Sky Elements are reserved. No other use is granted. Licensee shall not modify, alter, distribute,

sublicense, sell, or create derivative works based on the Licensed Material without prior written consent from Sky Elements. Licensee shall maintain the integrity of the Licensed Material and shall not use it in a manner that discredits or tarnishes the reputation of Sky Elements. Sky Elements retains all copyrights and intellectual property rights to the Licensed Material. Any rights not expressly granted herein are reserved by Sky Elements.

26. **Survival.** Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the Parties contained herein will survive the expiration or earlier termination of this Agreement for 12 months after such expiration or termination; and (b) Section 10 of this Agreement, as well as any other provision that, in order to give proper effect to its intent, shall survive for a period of 24 months after such expiration or termination of this Agreement.
27. **Notices.** All notices required under this Agreement shall be in writing, signed by the party delivering such notice, and delivered to the respective addresses set forth below by overnight courier or by first-class mail with return receipt requested.

Sky Elements
ATTN: Preston Ward
preston@skyelementsdrones.com
(817) 538-3207
820 W Sandy Lake Rd. Suite 200
Coppell, TX 75019

Customer:

All notices shall be effective upon receipt if sent by overnight mail, or three days after deposited via U.S. mail.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

SKY ELEMENTS, LLC

BY:_____

Date:_____

Preston Ward, Manager / General Counsel

CUSTOMER

BY:_____

Date:_____

Printed Name:_____

Company:_____

Title:_____

REPORT TO CITY COUNCIL

DATE: MAY 28, 2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: NATHAN HAMBURGER, CITY MANAGER

BY: LOUIS CELAYA, DEPUTY CITY MANAGER

SUBJECT: APPROVE SPONSOR AGREEMENT WITH THE CALIFORNIA CONSERVATION CORPS FOR THE CONSTRUCTION OF THE RECREATION CENTER TRAIL AND AUTHORIZE THE CITY MANAGER TO EXECUTE ALL ASSOCIATED DOCUMENTS

The City received grant funding from the County of Los Angeles Regional Parks and Open Space District (RPOSD) to assist with the development of studies, design plans, and trail construction. Remaining grant funds from RPOSD will be available for reimbursement upon project completion. In April, the work associated with finalizing the environmental documentation (Final Initial Study/Mitigated Negative Declaration and Mitigation Monitoring Program) related to the Recreation Center Trail Project (Project) concluded and was presented to the City's Planning Commission on May 1, 2025. On May 1, 2025, the Planning Commission approved adopting the Final Initial Study/Mitigated Negative Declaration and Mitigation Monitoring Program, and associated Conditional Use Permit. The next step is to prepare for the physical construction of the trail.

The trail will consist of a 0.45-mile loop segment beginning at the Recreation and Event Center property's west end, traversing west through property owned by the Santa Monica Mountains Conservancy (SMMC), and returning east to the Recreation and Event Center. The trail will be a two-foot-wide single track trail, as requested by the SMMC, and appropriate signage will be at the entrance of the trailhead, including some directional signage along the trail loop. Bicycles will not be permitted on the trail, per a request from SMMC.

Discussions with the California Conservation Corps (CCC) about potential trail construction have been underway for a while. Those discussions determined that the CCC had the most experience and expertise to complete the trail construction, as this is one of several targeted programs performed by the CCC regularly. In its effort to conduct due diligence, City staff did research and solicited other entities with experience in new trail construction. The solicitations yielded no response. City staff determined the CCC is the best entity to perform this task based on their vast knowledge, expertise, and capability to complete it in the designated timeframe required to conclude the project. Additionally, the utilization of the CCC to perform this task meets grant awardee priorities to employ at-risk youth or local community conservation groups, including the CCC.

The CCC will provide a crew of twelve workers, plus a supervisor, working a four-consecutive ten-hour day schedule. The CCC estimates the trail construction can be completed in approximately twenty (20) days. The CCC will solely use hand tools for the project; no heavy equipment will be used. During Project construction, a cultural resources monitor and a trail survey staker will be present. The estimated start date for trail construction will be July 7, 2025, after completing required pre-construction biological monitoring and nesting surveys.

Upon the Project's completion, staff will begin the grant closeout process with RPOSD, seek the final reimbursement of remaining grant funds, and coordinate a future trail dedication date.

FISCAL IMPACT

Funding for the Recreation Center Trail Project has been included in the upcoming Fiscal Year 2025-26 Annual Budget, as part of the City's Capital Improvement Program, with \$72,500 to be appropriate to the Recreation Center Capital Project Fund (015-4610-601500).

RECOMMENDATION

Staff respectfully recommends the City Council:

- 1) Approve the Sponsor Agreement with the California Conservation Corp for the Construction of the Recreation Center Trail, and
- 2) Authorize the City Manager to Execute all Associated Documents

Attachments: Sponsor Agreement – California Conservation Corps (CCC)
CCC Agreement Addendum 0096A
CCC Form 58 – Project Description
Project Plan Trail Map



SPONSOR AGREEMENT (CCC-96)
(for Governmental Entity - Local)

This Sponsor Agreement (Agreement) is entered into by the California Conservation Corps (CCC), State of California and

Sponsor's Name: City of Agoura Hills, a State of California Local Public Entity (Sponsor).

WHEREAS, the CCC is statutorily mandated to provide job skills training, educational opportunities and an increasing awareness of the State's natural resources to young adults;

WHEREAS, the CCC is authorized to work on projects in rural and urban areas that, provide a benefit to the public by, among other things, preserving, maintaining and/or enhancing the lands and water of the State of California, directly contributing to the conservation of energy and/or assisting in fire prevention and suppression;

WHEREAS, the CCC is authorized pursuant to the California Public Resources Code Section 14306 to execute contracts for furnishing the services of the CCC to any federal, state or local public entity, any local or statewide private organizations, and any person, firm, partnership, or corporation concerned with the objectives of the CCC program as specified in California Public Resources Code Sections 14000 and 14300;

WHEREAS, the Sponsor can provide opportunities for public service through meaningful and productive work projects;

WHEREAS, each party to this Agreement is duly authorized to enter into this Agreement; and

WHEREAS, the parties to this Agreement find and determine that it would be to their mutual advantage and the public benefit to join together to accomplish the purpose herein, and coordinate their power, authority and expertise for the CCC to use its corpsmembers and employees to accomplish projects specified by Sponsor and agreed to by the CCC;

CCC-96 LG (rev. 07/2022)





NOW THEREFORE, in consideration and recognition of the above, the Sponsor and CCC (collectively referred to herein as “the parties”) agree as follows:

A. Documentation of Projects

1. Sponsor will submit project proposals to the CCC.
2. The CCC shall work with Sponsor to include details of project proposals in a CCC Project Evaluation and/or other appropriate forms and documentation where applicable.
3. No project work will begin without CCC Project Evaluation documentation being signed by the parties’ representatives.
4. The documentation for any project necessarily incorporates into it this Agreement.
5. If there should be a conflict with terms and conditions contained in any other documents related to the parties’ relationship or any project related thereto, the terms and conditions set forth in this CCC 96 will take precedence.
6. Unless otherwise specified in the project documentation, the parties agree to accept documents that are electronically signed in accordance with Government Code Section 16.5.

B. Parties Obligations:

1. Sponsor agrees:
 - a. To pay for all costs, including but not limited to, labor, material and supply costs negotiated and agreed to by the parties that are directly related to and necessitated by the project and that are set forth in the project documentation;
 - b. To make available to the CCC adequate plans, specifications, materials, supplies, equipment and/or special labor requirements to complete the project as determined and agreed to by the parties as specified in the project documentation;
 - c. To provide adequate technical supervision as determined and agreed to by the parties;
 - d. To obtain approvals, clearances, and permits required by any local, state, tribal, or federal entity, law, or regulation;
 - e. To the extent any project involves the CCC performing work on private property, the Sponsor shall obtain and/or has obtained all necessary approvals, authorizations and/or permits from the owners





- of said private property before the CCC begins project work on said property and that the CCC is authorized to perform the project work on said private property;
- f. To obtain clearances and/or meet requirements, if any, of trade unions or other labor organizations occasioned by the participation of the CCC in the project;
 - g. To provide project sites that, to the best of the Sponsor's knowledge, are free of any known hazardous materials, but if there are any known hazardous materials present, the Sponsor shall provide the location, identity, and amounts of such hazardous materials as well as the associated Safety Data Sheets;
 - h. To provide or reimburse the CCC for acceptable temporary living accommodations for CCC personnel engaged in working on a project if: (1) the project is located at a site that is more than a one-hour drive from the designated CCC base center; and, (2) provision of such living accommodation is determined necessary by the parties;
 - i. To conduct an orientation with CCC personnel at the commencement of each project to explain the technical aspects, safety requirements and other relevant information necessary for the CCC to successfully complete the project including the identification of restroom facilities or alternatives;
 - j. To work with the CCC to conduct an educational or training presentation at the CCC base center or project site to CCC Corpsmembers; and,
 - k. To consider authorizing the CCC to place a sign, plaque or emblem on the project site that presents the CCC's contribution to the project.
2. CCC agrees to:
- a. Review project proposals submitted by the Sponsor and work with Sponsor to prepare project documentation for those proposed projects that are covered by the CCC's statutory mandate, consistent with the CCC's organizational priorities and within the CCC's operational capabilities;
 - b. Provide CCC personnel, equipment and materials to perform the obligations specified in the project documentation. The CCC will





- only use personnel who have received adequate prior training and are sufficiently equipped for and alerted to the general nature of the hazards inherent in the scope of work; and,
- c. Provide its personnel with Workers' Compensation coverage and benefits that are administered by the State Compensation Insurance Fund in accordance with the California Labor Code.
3. The Sponsor and CCC mutually agree to the following:
- a. This Agreement is not intended to affect the legal liability of either of the parties by imposing any standard of care other than the standard of care imposed by law;
 - b. Mutual Indemnification:
 - i. To the extent permitted by law including Article XVI, sections 1 and 6 of the California Constitution, and the California Claims Act, the CCC agrees to hold harmless and indemnify the Sponsor against any liability, damage, or loss legally determined to have occurred as a result of performance or failure to perform under this Agreement and/or the project documentation caused by the acts and/or omissions of any person directly employed by, enrolled in or under the control or supervision of the CCC while performing the work set forth in this Agreement and/or the project documentation; and,
 - ii. The Sponsor agrees to hold harmless and indemnify the CCC against any liability, damage, or loss legally determined to have occurred as a result of performance or failure to perform under this Agreement and/or the project documentation caused by the acts and/or omissions of any person directly employed by or under the control or supervision of the Sponsor while performing the work set forth in this Agreement and/or the project documentation;
 - c. Insurance:
 - i. The State of California has elected to cover its motor vehicle and general liability exposure through claims procedures instituted in accordance with the California Government Code provisions and the other provisions of





the law relating to such liability. Pursuant to those procedures, tort liability claims should be presented as a government claim to the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052; <https://www.dgs.ca.gov/ORIM/Services/Page-Content/Office-of-Risk-and-Insurance-Management-Services-List-Folder/File-a-Government-Claim?search=government%20claim%20form> in accordance with the California Government Code and the other provisions of the law governing submission of such claims. In addition, unless notified otherwise or on behalf of the CCC, motor vehicle liability claims should be presented to the Office of Risk and Insurance Management (ORIM), P.O. Box 989052 MS-403, West Sacramento, CA 95798-9052, (800) 900-3634, claims@dgs.ca.gov. If your motor vehicle liability claim is not resolved within six months from the date of loss, California law requires you to file a formal claim with the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052 (link above). It should be noted, however, that the willingness of ORIM to receive such motor vehicle liability claims does not constitute a waiver by the State of California or the CCC of the time limits or procedures provided by law or the filing of claims relating to such motor vehicle liability. It also should be noted that the addresses set forth in this paragraph are subject to change; any claimant is advised to verify the accuracy of and currency of the addresses for filing claims, and by setting forth addresses in this paragraph, neither the State of California nor the CCC is waiving any time limits or procedures provided by law for filing claims related to alleged motor vehicle or general liability or any other alleged liability.

- ii. The California Department of Human Resources has entered into a Master Agreement with the State Compensation Insurance Fund to administer Workers' Compensation benefits for State employees and Corpsmembers as required by the California Labor Code.





- d. The California Labor Code Section 1720.4(c) specifically exempts the CCC from paying state prevailing wages to Corpsmembers when engaged in public works projects. The CCC is not subject to the federal prevailing wage requirements set forth in the Davis-Bacon Act (Title 40 USC 276A et seq.) when providing labor on federal government contracts. Title 29 of the Code of Federal Regulations (CFR), Section 5.2(h) specifically provides that a State is not considered a contractor under statutes providing loans, grants, or other federal assistance in situations where construction is performed by its own employees and/or personnel;
- e. The California Business and Professions Code, Section 7040 exempts the State of California from contractor licensing requirements. The CCC is a state entity subject to the exemption;
- f. Improvements and Land Use:
 - i. All improvements constructed in whole, or in part by the CCC on lands owned or controlled by the Sponsor will remain the property of the Sponsor;
 - ii. Permission to camp and/or perform work on lands owned or controlled by Sponsor does not in any way convey to the CCC, its staff or any person or persons working with the CCC in the performance of said work, employee status that would extend to them the benefits afforded to permanent employees of Sponsor;
- g. Emergency Services and Possible Delays:
 - i. The CCC is required to provide emergency services when directed by the Governor of the State of California pursuant to an Executive Order, the Office of Emergency Services (Cal OES), Department of Forestry and Fire Protection (CAL FIRE) and other agencies charged with responding to emergencies throughout California arising from fire, flood, wind, and other natural and man-caused disasters.
 - ii. The CCC may be required to temporarily suspend or permanently cease work on projects due to required emergency response or emergency conditions. The parties agree that any delay in completing the work by the CCC due to response to an emergency shall be excused and costs incurred by the delay shall be the responsibility of the Sponsor.





- iii. The resources of the CCC are limited and the public service conservation work of the CCC may be altered in priority from time-to-time. The parties agree that other than delays caused by the CCC's response to an emergency, all other delays by either party shall be excused and costs caused by delays shall be the responsibility of the party incurring such costs.
- h. Audit: It is mutually agreed that, pursuant to California Government Code, § 8546.7, any project performed under this Agreement that involves the expenditure of public funds in excess of ten thousand dollars (\$10,000) shall, along with the Parties thereto, be subject to the examination and audit of the California State Auditor for a period of three years after final payment under said project. Such audit may be triggered at the request of the public entity expending said funds or as part of any California State Auditor audit of said public entity.
- i. All contracts relating to the construction or operation of a project will contain a clause prohibiting discrimination and/or harassment against any person, employee or employee applicant engaged in the project work on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, and denial of family care leave;
- j. Budget Contingencies:
 - i. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State of California and the CCC shall have no liability to pay any funds whatsoever to Sponsor or to furnish any other considerations under this Agreement or related project documentation and Sponsor shall not be obligated to perform any provisions of this Agreement or related project documentation; and,
 - ii. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State of California and the CCC shall have the option to either cancel this Agreement with





- no liability occurring to the State of California or CCC, or offer an amendment to the Agreement reflecting the reduced amount;
- k. Subject to the provisions herein, all remedies allowed by law are available to either party for enforcement of this Agreement. Any waiver of rights by either party or any matter relating to this Agreement shall not be deemed to be a waiver unless in writing and approved by both parties and shall not be a waiver to any other provision or matter relating to this Agreement;
 - l. If any part of this Agreement is found to be invalid the remainder of the Agreement shall continue in full force and effect;
 - m. Neither the CCC nor the Sponsor may assign this Agreement or any interest therein without the written consent of the other party;
 - n. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties;
 - o. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California;
 - p. This Agreement shall remain in effect unless terminated upon thirty (30) days written notice from either party; and,

CONTINUED ON NEXT PAGE





- q. Each Party and its respective agents executing this Agreement warrants and represents that it has the full power and authority to execute, deliver and perform the obligations under this Agreement and that each Party's performance hereunder has been duly authorized by all requisite actions on the part of that Party.

Sponsor Information:

Sponsor Name: City of Agoura Hills	Sponsor Department: City Manager's Department
Address: 30001 Ladyface Court, Agoura Hills CA, 91301	
Contact Person: Louis Celaya	Phone: 818-597-7314
Email Address: lcelaya@agourahillscity.org	

SIGNATURES

In Witness Whereof, the parties have agreed to the conditions of this Agreement as of the date shown below.

Sponsor Representative Signature:	
Print Name: Nathan Hamburger, City Manager	Date:

CCC District Director/Region Deputy Signature:	
Print Name:	Date:



CCC Agreement #

Index#

CCC Project Number

(CCC Contract Officer Assigns)

(Center Index Code is Four digits)

(C3 Assigns)

A] The California Conservation Corps (CCC), agrees to provide crew labor for the project titled:

Agoura Hills Recreation Center Trail

See CCC-58: Project Evaluation Form for details.

B] The term of this agreement shall be:

Agreement Start Date: July 1, 2025

☐ Check here if multi-year

Agreement Expiration Date: June 30, 2026

C] Sponsor agrees to reimburse the CCC for estimated costs in accordance with the Fiscal Summary. (Fiscal Year displays are shown on page 2 and page 3.)

Labor	Hours	Rate/Hr	Totals
CM Regular Time:	2400.00	\$ 30.00	\$ 72,000.00
CM Overtime:	0.00	\$ -	\$ -
Performance Based Labor:			\$ -
Unspecified:			\$ -
Staff Regular Time :			\$ -
Staff Overtime :			\$ -
EXPENSES			
Equipment (greater than \$5,000):			\$ -
Tools (includes equipment less than \$5,000):			\$ 500.00
Materials:			\$ -
Vehicle Operations:			\$ -
Consulting:			\$ -
Other:			\$ -

NOTE TO SPONSOR: Budget detail will not be provided on performance based contracts.

D] The total amount payable by Sponsor to CCC under this agreement shall not exceed:

\$ 72,500.00

E] The CCC shall forward billing for labor and/or operating expenses with supporting documentation to the sponsor:

☐ Monthly ☐ Quarterly ☒ At end of contract

F] Sponsor agrees to pay CCC within 35 days from receipt of invoice.

Sponsor

Organization:	City of Agoura Hills
Date:	
Signature:	
Print:	Nathan Hamburger
Title:	City Manager
SPONSOR EMAIL ADDRESS	
nhamburger@agourahillscity.org	
SPONSOR MAILING ADDRESS	
City of Agoura Hills, 30001 Ladyface Court, Agoura Hills CA, 91301	
SPONSOR BILLING ADDRESS:	
x Check Here if Billing and Mailing Address are the same	

STATE OF CALIFORNIA

California Conservation Corps	
Date:	
Signature:	
Print:	Tabatha Chavez
Title:	Deputy Director, Administration
CCC CENTER VERIFICATION	
Date:	
Signature:	
Print:	
Title:	Conservation Supervisor
FORWARD PAYMENTS TO:	
California Conservation Corps Attention: Accounting/Receivables 1719 24th Street Sacramento, CA 95816	

Fifth Fiscal Year Display	FROM:		Labor	Hours	Rate/Hr	Totals
			CM Regular Time:	0.00	\$ -	\$ -
			CM Overtime:	0.00	\$ -	\$ -
	TO:		Performance Based Labor:		\$	-
			Unspecified:		\$	-
			Staff Regular Time :		\$	-
			Staff Overtime :		\$	-
			EXPENSES			
			Equipment (greater than \$5,000):		\$	-
			Tools (includes equipment less than \$5,000):		\$	-
			Materials:		\$	-
			Vehicle Operations:		\$	-
			Consulting:		\$	-
			Other:		\$	-
			Fifth Fiscal Year TOTAL:		\$	-
Sixth Fiscal Year Display	FROM:		Labor	Hours	Rate/Hr	Totals
			CM Regular Time:	0.00	\$ -	\$ -
			CM Overtime:	0.00	\$ -	\$ -
	TO:		Performance Based Labor:		\$	-
			Unspecified:		\$	-
			Staff Regular Time :		\$	-
			Staff Overtime :		\$	-
			EXPENSES			
			Equipment (greater than \$5,000):		\$	-
			Tools (includes equipment less than \$5,000):		\$	-
			Materials:		\$	-
			Vehicle Operations:		\$	-
			Consulting:		\$	-
			Other:		\$	-
			Sixth Fiscal Year TOTAL:		\$	-
Seventh Fiscal Year Display	FROM:		Labor	Hours	Rate/Hr	Totals
			CM Regular Time:	0.00	\$ -	\$ -
			CM Overtime:	0.00	\$ -	\$ -
	TO:		Performance Based Labor:		\$	-
			Unspecified:		\$	-
			Staff Regular Time :		\$	-
			Staff Overtime :		\$	-
			EXPENSES			
			Equipment (greater than \$5,000):		\$	-
			Tools (includes equipment less than \$5,000):		\$	-
			Materials:		\$	-
			Vehicle Operations:		\$	-
			Consulting:		\$	-
			Other:		\$	-
			Seventh Fiscal Year TOTAL:		\$	-
Eighth Fiscal Year Display	FROM:		Labor	Hours	Rate/Hr	Totals
			CM Regular Time:	0.00	\$ -	\$ -
			CM Overtime:	0.00	\$ -	\$ -
	TO:		Performance Based Labor:		\$	-
			Unspecified:		\$	-
			Staff Regular Time :		\$	-
			Staff Overtime :		\$	-
			EXPENSES			
			Equipment (greater than \$5,000):		\$	-
			Tools (includes equipment less than \$5,000):		\$	-
			Materials:		\$	-
			Vehicle Operations:		\$	-
			Consulting:		\$	-
			Other:		\$	-
			Eighth Fiscal Year TOTAL:		\$	-
The total amount payable by Sponsor to CCC under this agreement shall not exceed:						\$ 72,500.00



State of California
California Natural Resources Agency
CALIFORNIA CONSERVATION CORPS PROJECT EVALUATION
FORM CCC 58
R-25-3833-15123
Agoura Hills Loop Trail

Project Data

Project Title: Agoura Hills Loop Trail

Project Number: R-25-3833-15123

Center Information: 3833 - Los Angeles Satellite

Contract Information: -

Project Description:

The construction of an 0.45-mile loop trail, commencing at the City of Agoura Hills Recreation and Event Center, 29900 Ladyface Court, Agoura Hills, traversing through land under the ownership of the Santa Monica Mountains Conservancy, and conclude at Agoura Hills Recreation and Event Center property, 29900 Ladyface Court, Agoura Hills (as identified by the red line on page 2, Sheet 7 and Sheet 5, of the Agoura Rec Trail Reduce Plan Set 4.19.24).

The trail will consist of a two-foot wide, single path trail, following the natural contours of the land as much as practicable, and standard contouring techniques that resist pooling or channeling of water to reduce opportunities for erosion. No impermeable surfaces will be used as part of this project. Project construction will consist of sole use of hand tools using clearing and grubbing techniques. No heavy equipment will be used. A cultural monitoring representative and a trail survey staker will be present during the trail construction.

Sponsor Information

Agency Name: City of Agoura Hills **Agency Code:**

Mailing Address

Mailing City

Mailing State

Mailing ZIP Code

Sponsor Contact Information:

Contact type	Title	First name	Last name	Phone number	Email address
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Estimate Information

Estimated Number of Hours: 2,400

Estimated Start and End Dates: 7/1/25-6/30/26

Work Site Information:

Address	City	State	ZIP code	Geolocation latitude	Geolocation longitude	CES 4.0 %
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direction to site location	special instructions
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State of California
California Natural Resources Agency
CALIFORNIA CONSERVATION CORPS PROJECT EVALUATION
FORM CCC 58
R-25-3833-15123
Agoura Hills Loop Trail

Fiscal Summary

Total OE&E	Total CM labor amount	Total fiscal summary amount
\$500.00	\$72,000.00	\$72,500.00

Equipment, Materials and Labor

Sponsor Supplied Materials, Equipment and Labor:

Materials: Sponsor will supply all materials required to complete the project.

Equipment: Sponsors will supply specialized equipment not provided in the CCC standard tool complimen

Labor: Sponsor will supply technical support to corpsmembers and staff

BY SIGNING THIS DOCUMENT:

The CCC Representative agrees to the following:

- A Sponsor Agreement (CCC 96 or, where applicable, an Inter Agency Agreement or other Master Agreement) is on file at Headquarters (HQ).
- If the Sponsor is a non-profit entity, a Private Property/Sponsor Authorization form has been submitted to HQ.
- If the Sponsor is a for-profit entity, a Private Property/Sponsor Authorization form has been submitted to HQ.
- The project conforms to the CCC's Injury and Illness Prevention Program (IIPP).
- The signing CCC Representative has the authority to enter into a contractual agreement of this amount with the Sponsor.

The Sponsor Representative agrees to the following:

- Hazardous Materials
 - If there are hazardous materials present, the Sponsor has provided the location, identity, and amounts of any hazardous substances at the worksite and provided all Material Safety Data Sheets (MSDS) for hazards that are present at the worksite.
 - OR
 - To the best knowledge of the Sponsor, the worksite is free of any known hazardous materials.
- All applicable local, state, tribal, and federal permits, approvals, and clearances have been obtained.
- Project Funding
 - For projects funded by the Sponsor or entity other than the CCC, the Sponsor agrees to reimburse the CCC for estimated costs in accordance with the fiscal details shown in this document.
 - OR
 - For projects funded internally by CCC's Environmental Programs or other special fund, the Sponsor agrees to comply with all applicable program and eligibility criteria to fund the project.
- The signing Sponsor Representative has the authority to enter into a contractual agreement of this type (and, if any, this amount) with the CCC.



State of California
California Natural Resources Agency
CALIFORNIA CONSERVATION CORPS PROJECT EVALUATION
FORM CCC 58
R-25-3833-15123
Agoura Hills Loop Trail

Sponsor Representative:

Print Name: _____

Title: _____

Signature: _____

Date: _____

CCC Representative:

Print Name: _____

Title: _____

Signature: _____

Date: _____

CCC Representative:

Print Name: _____

Title: _____

Signature: _____

Date: _____

**STATE OF CALIFORNIA
PUBLIC LIABILITY AND WORKERS' COMPENSATION INSURANCE
FISCAL YEAR JULY 1, 2024 / JUNE 30, 2025**

To Whom It May Concern:

In accordance with Government Code section 11007.4, the State of California has elected to be self-insured for liability exposures. Under this form of insurance, the State and its employees acting in the course and scope of their employment are insured for tort liability arising out of official State business. All claims against the State of California based on tort liability should be presented as a government claim to the Government Claims Program (Gov. Code section 900, et. seq.) P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. [File Government Claim for Eligible Compensation](#)

The State of California has also elected to be insured for its motor vehicle liability exposures through the State Motor Vehicle Liability Self-Insurance Program (VELSIP). This program provides liability coverage arising out of the operations of motor vehicles used by state employees for official state business (California Vehicle Code Sections 17000 and 17001). Motor vehicle liability claims against the State of California should be presented to the Office of Risk and Insurance Management, P.O. Box 989052 MS-403, West Sacramento, CA 95798-9052, claims@dgs.ca.gov. If your motor vehicle liability claim is not resolved within six months from the date of loss, California law requires you to file a formal claim with the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (Gov. Code section 900, et. seq.). [Report Vehicle Accident Involving State Employees](#)

The State of California has a Master Agreement with the State Compensation Insurance Fund regarding workers' compensation benefits for all state employees, as required by the Labor Code.

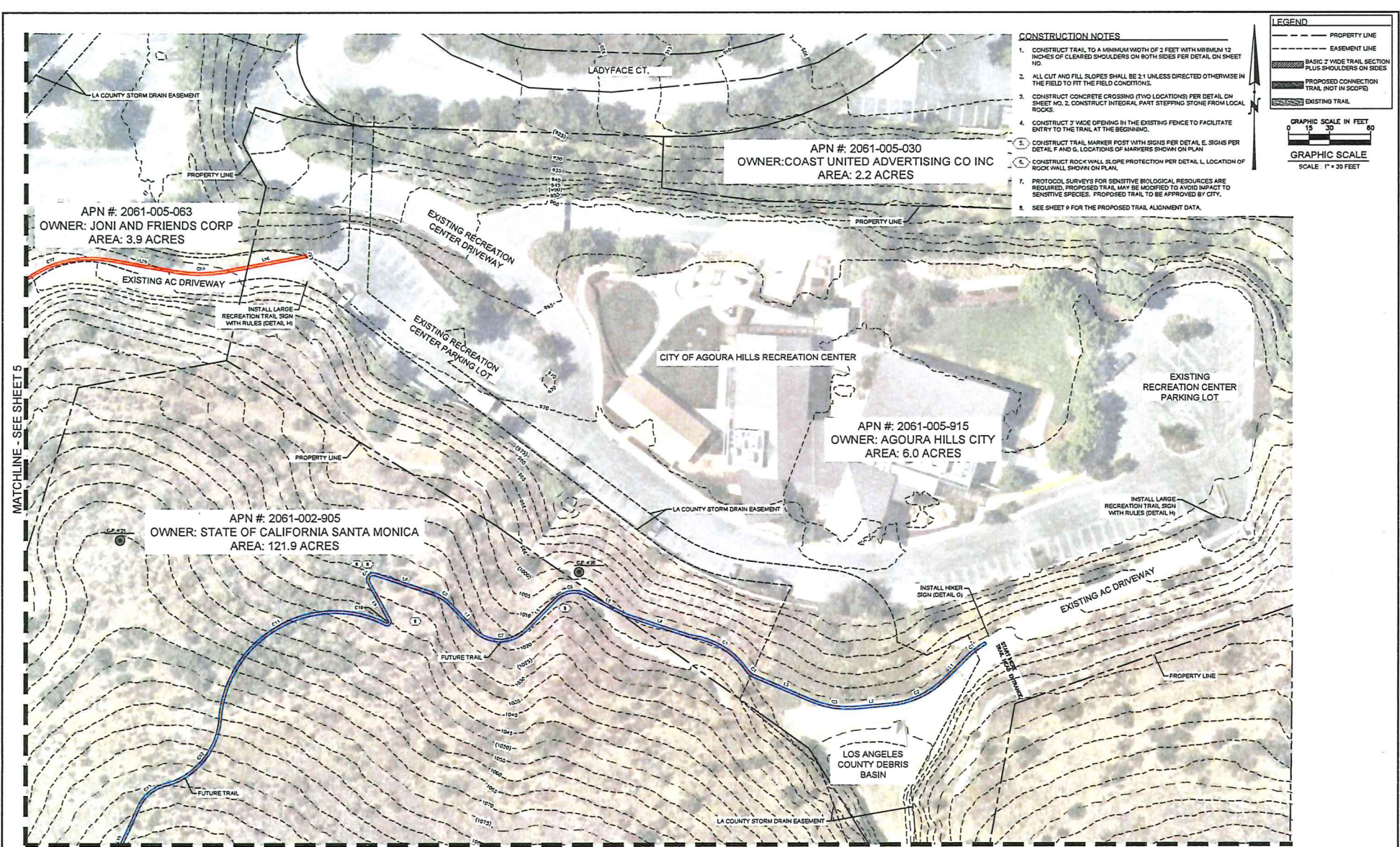
Sincerely,



Navdeep Mahl
Associate Risk Analyst
Insurance Services Unit
Phone: (916) 376-5305
Fax: (916) 376-5275
Navdeep.Mahl@dgs.ca.gov

Non-Auto Claims: Government Claims Program | Tel 800.955.0045 | gcinfo@dgs.ca.gov
Auto Claims: Motor Vehicle Liability Self-Insurance Program | Tel 800.900.3634 | claims@dgs.ca.gov
Self-insurance Letter Requests: riskmanagement@dgs.ca.gov

APR 2016



- CONSTRUCTION NOTES**
1. CONSTRUCT TRAIL TO A MINIMUM WIDTH OF 2 FEET WITH MINIMUM 12 INCHES OF CLEARED SHOULDERS ON BOTH SIDES PER DETAIL ON SHEET NO.
 2. ALL CUT AND FILL SLOPES SHALL BE 2:1 UNLESS DIRECTED OTHERWISE IN THE FIELD TO FIT THE FIELD CONDITIONS.
 3. CONSTRUCT CONCRETE CROSSING (TWO LOCATIONS) PER DETAIL ON SHEET NO. 2. CONSTRUCT INTEGRAL PART STEPPING STONE FROM LOCAL ROCKS.
 4. CONSTRUCT 3' WIDE OPENING IN THE EXISTING FENCE TO FACILITATE ENTRY TO THE TRAIL AT THE BEGINNING.
 5. CONSTRUCT TRAIL MARKER POST WITH SIGNS PER DETAIL E. SIGNS PER DETAIL F AND G. LOCATIONS OF MARKERS SHOWN ON PLAN.
 6. CONSTRUCT ROCK WALL SLOPE PROTECTION PER DETAIL L. LOCATION OF ROCK WALL SHOWN ON PLAN.
 7. PROTOCOL SURVEYS FOR SENSITIVE BIOLOGICAL RESOURCES ARE REQUIRED. PROPOSED TRAIL MAY BE MODIFIED TO AVOID IMPACT TO SENSITIVE SPECIES. PROPOSED TRAIL TO BE APPROVED BY CITY.
 8. SEE SHEET 9 FOR THE PROPOSED TRAIL ALIGNMENT DATA.

LEGEND


- PROPERTY LINE
- EASEMENT LINE
- BASIC 2' WIDE TRAIL SECTION PLUS SHOULDERS ON SIDES
- PROPOSED CONNECTION TRAIL (NOT IN SCOPE)
- EXISTING TRAIL



GRAPHIC SCALE IN FEET

0 15 30 60

GRAPHIC SCALE

SCALE: 1" = 30 FEET

					PREPARED BY: _____		CITY OF AGOURA HILLS APPROVAL				 AGOURA HILLS	CITY OF AGOURA HILLS - RECREATION CENTER TRAIL TRAIL CONTINUE ON NORTHEAST SIDE		SHEET <u>7</u>	
REVISION #	SYMBOL	DESCRIPTION OF CHANGE			APPROVED	DATE	PROJECT ENGINEER	DATE	REVIEWED BY	DATE	DIR. OF PUBLIC WORKS/CITY ENGINEER	DATE	FILE NO.	EXP. DATE	

					PREPARED BY		CITY OF AGOURA HILLS APPROVAL				 CITY OF AGOURA HILLS - RECREATION CENTER TRAIL TRAIL CONTINUE ON NORTH SIDE BY EX. DEBRIS BASIN
REVISION #	SYMBOL	DESCRIPTION OF CHANGE	APPROVED	DATE	PROJECT ENGINEER	DATE	REVIEWED BY	DATE	DATE	DATE	EXP. DATE
							DIR. OF PUBLIC WORKS/CITY ENGINEER				 AGOURA HILLS
											SHEET 5

REPORT TO CITY COUNCIL

DATE: MAY 28, 2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: NATHAN HAMBURGER, CITY MANAGER

**BY: JOHN TREICHLER, ADMINISTRATIVE ANALYST
LOUIS CELAYA, DEPUTY CITY MANAGER**

**SUBJECT: AUTHORIZE THE PURCHASE OF ONE FORD F-150 LIGHTNING PRO
ELECTRIC VEHICLE TRUCK FROM THE SOURCEWELL PROGRAM
VIA THE MOTOR VEHICLE SUBVENTION PROGRAM (AB 2766)**

The City currently has a general fleet of eleven (11) vehicles consisting of hybrid and gasoline type varieties. Several vehicles are ten (10) or more years in age.

Staff is seeking authorization to utilize the South Coast Air Quality Management District (AQMD) AB 2766 Motor Vehicle Subvention Program to allow the purchase of one (1) FORD F-150 Lightning Pro Electric Vehicle Truck. National Auto Fleet Group provided a quote of \$54,937.88 for the vehicle, a cost which can be fully absorbed by the City's AB 2766 allocation.

The procurement of the vehicle will be through the Sourcewell Program under Solicitation Number: RFP # 091521- NAF. This contract is between Sourcewell and 72 Hour, LLC dba: National Auto Fleet Group. This process offers cooperative procurement solutions to government entities. Participation in this program is open to eligible federal, state/province, and municipal governmental entities, including higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. The City of Agoura Hills has been a member of the Sourcewell Program since November 26, 2008, ID # 145971.

The purchase of this Electric Vehicle Truck (EV) will be the City's first as we begin the gradual transition of the current fleet towards a fossil-free fleet. The EV will be powered by a dual eMotor, 98kWh usable capacity standard range battery, and single speed transmission. The design is 100% electric and mitigates environmental concerns associated with the internal combustion engine systems, while reducing maintenance costs associated with less moving parts. Currently, Ford is providing a Level 2 Charging Station with the purchase, which provides a full charge in ten (10) hours or about twenty (20) miles per hour based on daily usage.

The EV will address the current needs of replacing existing vehicles that are approaching their end of useful life of over 10 years. Failure to replace vehicles at the

end of their planned useful life leads to higher operations expenses associated with repairs, increased emissions, and decreased public safety service levels. The purchase of the EV will also assist in implementing goals of the City Climate Action Adoption Plan, Goal 7, Electrify the Fleet measure. Should the City Council approve the purchase, the EV is expected to be delivered in twenty (20) weeks.

FISCAL IMPACT

The funding source for this vehicle will come from the AB 2766 account # 070-4190-5684.00. This fund has a balance of \$114,000 and has not been allocated in the Fiscal Year 2024-25. This will require the City Council's authorization to appropriate \$54,937.88 from the AB 2766 fund to the current FY 2025-26 Budget to purchase the EV.

RECOMMENDATION

Staff respectfully recommends the City Council:

1. Authorize the purchase of one (1) FORD F-150 Lightning Pro EV Truck from the Sourcewell Program; and
2. Authorize the appropriation of \$54,937.88 from the AB 2766 Fund to the current FY 2025-26 Budget.

Attachments:

1. National Auto Fleet Group Contract
2. Sourcewell Contract # 091521



National Auto Fleet Group

A Division of Chevrolet of Watsonville
 490 Auto Center Drive, Watsonville, CA 95076
 (855) 289-6572 • (831) 480-8497 Fax
 Fleet@NationalAutoFleetGroup.com

4/8/2025

5/7/2025 Re-Configured

Quote ID: 31773 R1

Order Cut Off Date: TBA

Mr JT Treichler
 City of Agoura Hills
 30001 Ladyface Ct.
 Agoura Hills , California, 91301

Dear JT Treichler,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2025 Ford F-150 Lightning (W1B) Pro 4WD SuperCrew 5.5' Box 145" WB,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$51,170.00	\$50,049.32	2.190 %	\$1,120.68
Tax (9.7500 %)		\$4,879.81		
Tire fee		\$8.75		
Total		\$54,937.88		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
 Account Manager
 Email: Fleet@NationalAutoFleetGroup.com
 Office: (855) 289-6572
 Fax: (831) 480-8497

Quoting Department
 Account Manager
 Fleet@NationalAutoFleetGroup.com
 (855) 289-6572



GMC

Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle: www.NAFGETA.com

Use the upfitter of your choice: www.NAFGpartner.com

Vehicle Status: ETA@NationalAutoFleetGroup.com

General Inquiries: Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

ENGINE	
Code	Description
99K	Engine: Dual eMotor - Standard Battery, (STD)
TRANSMISSION	
Code	Description
44L	Transmission: Single-Speed, (STD)
WHEELS	
Code	Description
643	Wheels: 18" Alloy Gloss Black, (STD)
TIRES	
Code	Description
NONTR1	Tires: 275/65R18 A/T
PRIMARY PAINT	
Code	Description
YZ	Oxford White
SEAT TYPE	
Code	Description
VS	Medium Dark Slate, Vinyl Bucket Heated Front Seats, -inc: 2-way manual driver/passenger w/flow-through console and floor shifter
ADDITIONAL EQUIPMENT	
Code	Description
66A	Mobile Power Cord (120/240V), -inc: fast charging adapter (NACS)
153	Front License Plate Bracket, -inc: Standard in states requiring 2 license plates, optional to all others
96W	Tough Bed Spray-In Bedliner
OPTION PACKAGE	
Code	Description
110A	Equipment Group 110A Standard

2025 Fleet/Non-Retail Ford F-150 Lightning Pro 4WD SuperCrew 5.5' Box 145" WB

WINDOW STICKER

2025 Ford F-150 Lightning Pro 4WD SuperCrew 5.5' Box 145" WB		
CODE	MODEL	MSRP
W1B	2025 Ford F-150 Lightning Pro 4WD SuperCrew 5.5' Box 145" WB	\$47,780.00
OPTIONS		
99K	Engine: Dual eMotor - Standard Battery, (STD)	\$0.00
44L	Transmission: Single-Speed, (STD)	\$0.00
643	Wheels: 18" Alloy Gloss Black, (STD)	\$0.00
NONTR1	Tires: 275/65R18 A/T	INC
YZ	Oxford White	\$0.00
VS	Medium Dark Slate, Vinyl Bucket Heated Front Seats, -inc: 2-way manual driver/passenger w/flow-through console and floor shifter	\$0.00
66A	Mobile Power Cord (120/240V), -inc: fast charging adapter (NACS)	\$600.00
153	Front License Plate Bracket, -inc: Standard in states requiring 2 license plates, optional to all others	\$0.00
96W	Tough Bed Spray-In Bedliner	\$595.00
110A	Equipment Group 110A Standard	\$0.00
Please note selected options override standard equipment		
SUBTOTAL		\$48,975.00
Advert/ Adjustments		\$0.00
Manufacturer Destination Charge		\$2,195.00
TOTAL PRICE		\$51,170.00
Est City: N/A MPG Est Highway: N/A MPG Est Highway Cruising Range: N/A mi		

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Standard Equipment

MECHANICAL

Engine: Dual eMotor - Standard Battery -inc: 98 kWh usable capacity standard range battery (STD)
Transmission: Single-Speed (STD)

EXTERIOR

Wheels: 18" Alloy Gloss Black (STD)
Tires: 275/65R18 A/T (STD)

ADDITIONAL EQUIPMENT

Transmission w/Driver Selectable Mode
Full-Time All-Wheel
9.61 Axle Ratio
Battery w/Run Down Protection
Class IV Towing Equipment -inc: Hitch and Trailer Sway Control
Trailer Wiring Harness
2235# Maximum Payload
GVWR: 8,250 lbs
HD Gas-Pressurized Front Shock Absorbers and Gas-Pressurized Rear Shock Absorbers
Front And Rear Anti-Roll Bars
Electric Power-Assist Speed-Sensing Steering
Permanent Locking Hubs
Double Wishbone Front Suspension w/Coil Springs
Trailing Arm Rear Suspension w/Coil Springs
Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake
Lithium Ion (li-ion) Traction Battery w/11.5 kW Onboard Charger, 11.9 Hrs Charge Time @ 220/240V and 1.517 Hrs Charge Time @ 440V
Regular Box Style
Tire Mobility Kit
Non-Metallic Paint
Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
Black Rear Step Bumper
Black Side Windows Trim
Black Door Handles
Black Power Heated Side Mirrors w/Manual Folding
Fixed Rear Window

Deep Tinted Glass
Variable Intermittent Wipers
Aluminum Panels
Black Grille
Tailgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Integrated Storage
Ford Co-Pilot360 - Autolamp Auto On/Off Projector Beam Led Low/High Beam Directionally Adaptive Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cargo Lamp w/High Mount Stop Light
LED Brakelights
Headlights-Automatic Highbeams
Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Steering Wheel Controls, Radio Data System and External Memory Control
Radio: SiriusXM w/360L -inc: FM stereo and 6 speakers, a three (3)-month prepaid subscription, Service is not available in Alaska and Hawaii, Trial length and service availability may vary by model, model year or trim, Details: SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Radio Inc, Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe, If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then- current rates, Fees and taxes apply, To cancel you must call SiriusXM at 1-866-635-2349, See SiriusXM Customer Agreement for complete terms at www.siriusxm.com , All fees and programming subject to change, Not all vehicles or devices are capable of receiving all services offered by SiriusXM, Current information and features may not be available in all locations, or on all receivers, Satellite and streaming lineups vary slightly, 2020 Sirius XM Radio Inc, Sirius, XM, SiriusXM and all related marks and logos are trademarks of Sirius XM Radio Inc
Fixed Antenna
Vinyl Bucket Heated Front Seats -inc: 2-way manual driver/passenger w/flow-through console and floor shifter
Driver Seat
Passenger Seat
60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Traction Battery Level, Power/Regen, Traction Battery Temperature, Trip Odometer and Trip Computer
Power Rear Windows
FordPass Connect 4G Mobile Hotspot Internet Access
Front Cupholder
Rear Cupholder
3 12V DC Power Outlets
Compass
Proximity Key For Push Button Start Only
Remote Keyless Entry w/Integrated Key Transmitter and Panic Button

Cruise Control w/Steering Wheel Controls
Voice Activated Dual Zone Front Automatic Air Conditioning
HVAC -inc: Underseat Ducts and Console Ducts
Locking Glove Box
Driver Foot Rest
Interior Trim -inc: Cabback Insulator, Metal-Look Door Panel Insert and Metal-Look Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
Day-Night Auto-Dimming Rearview Mirror
Driver And Passenger Visor Vanity Mirrors
Full Floor Console w/Locking Storage, Mini Overhead Console w/Storage, 3 12V DC Power Outlets and 6 Interior 120V AC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Plastic Floor Trim
Cargo Area Concealed Storage
Cargo Features -inc: Tire Mobility Kit
Cab Mounted Cargo And Cargo Space Lights
Smart Device Remote Engine Start
SYNC 4 w/Enhanced Voice Recognition -inc: 12" LCD capacitive touchscreen w/swipe capability, information on demand panel, wireless phone connection, cloud connected, AppLink w/App catalog, 911 Assist, wireless Apple CarPlay and Android Auto compatibility, digital owners manual, conversational voice command recognition and connected navigation (includes 3-year trial), Note: Navigation services require SYNC4 and FordPass Connect (optional on select vehicles), complimentary connect service and the FordPass app (see FordPass Terms for details), Eligible vehicles receive a complimentary 3-year trial of navigation services that begins on the new vehicle warranty start date, Customers must unlock the navigation service trial by activating the eligible vehicle w/a FordPass member account, If not subscribed by the end of the complimentary period, the connected navigation service will revert to a moving-map and active routing will no longer be available, Connected service and features depend on compatible AT&T network availability, Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features, FordPass App, compatible w/select smartphone platforms, is available via a download, Message and data rates may apply
Instrument Panel Bin, Dashboard Storage, Interior Concealed Storage, Driver / Passenger And Rear Door Bins
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Driver Information Center
Trip Computer
Outside Temp Gauge
Digital Appearance
Seats w/Vinyl Back Material

Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Perimeter Alarm
3 12V DC Power Outlets and 6 Interior 120V AC Power Outlets
AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Rear Parking Sensors
BLIS with Trailer Tow Coverage Blind Spot
PCA with AEB and Intersection Assist
Cross-Traffic Alert
Ford Co-Pilot360 - Lane-Keeping Assist Lane Keeping Assist
Ford Co-Pilot360 - Lane-Keeping Assist Lane Departure Warning
Collision Mitigation-Front
Driver Monitoring-Alert
Evasion Assist
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Safety Canopy System Curtain 1st And 2nd Row Airbags
Airbag Occupancy Sensor
Driver And Passenger Knee Airbag
Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
Ford Co-Pilot360 - Reverse Camera Back-Up Camera



**Solicitation Number: RFP #091521****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and 72 Hour LLC dba: National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 8, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

72 Hour LLC dba: National Auto
Fleet Group

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
11/4/2021 | 1:28 PM CDT
Date: _____

DocuSigned by:

By: FACBB5730C1E467...
Jesse Cooper
Title: Fleet Manager
11/4/2021 | 10:46 AM CDT
Date: _____

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
11/4/2021 | 1:34 PM CDT
Date: _____

RFP 091521 - Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

Vendor Details

Company Name: 72 HOUR LLC

Does your company conduct business under any other name? If yes, please state: National Auto Fleet Group

Address: 490 Auto Center Drive
Watsonville, CA 95076

Contact: Jesse Cooper

Email: Jcooper@nationalautofleetgroup.com

Phone: 951-440-0585

Fax: 831-840-8497

HST#: 263297677

Submission Details

Created On: Tuesday August 24, 2021 16:34:10

Submitted On: Tuesday September 14, 2021 14:10:21

Submitted By: Jesse Cooper

Email: Jcooper@nationalautofleetgroup.com

Transaction #: d2e890de-e761-4f47-9b23-bef3d512bd76

Submitter's IP Address: 76.81.241.2

Specifications**Table 1: Proposer Identity & Authorized Representatives**

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	72 Hour LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	WCAF, LLC WCDJR, LLC Alan Jay Automotive Inc	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	NAFG has numerous subsidiaries and DBA's including but not limited to: National Auto Fleet Group, Chevrolet of Watsonville, Watsonville Ford Watsonville CDJR Watsonville Fleet Group Alan Jay Chrysler Jeep Inc Alan Jay Chevrolet, Cadillac Alan Jay Buick, GMC Alan Jay Auto Outlet Clewiston Motor Company, Inc Alan Jay Chrysler Dodge Ram Jeep Alan Jay Lincoln Alan Jay Ford Alan Jay Nissan Alan Jay Toyota	*
4	Proposer Physical Address:	490 Auto Center Drive Watsonville, CA 95076	*
5	Proposer website address (or addresses):	www.NationalAutoFleetGroup.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jesse Cooper Fleet Manager 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jesse Cooper Fleet Manager 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Clarke Cooper Fleet Manger 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 ClarkeCooper@watsonvillefleetgroup.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>National Auto Fleet Group started as a new division of 72 Hour LLC, in the summer of 2010 in the heart of Southern California. We began our network with a single automobile dealership and have now grown our network to encompass numerous dealerships located in and outside of California.</p> <p>We stand by providing opportunities for advancement by hiring and promoting from within our organization. Many of the Fleet Managers who started with us in 2010 are still with us today.</p> <p>Through the years, we have evolved and adapted to the new technology driven trends that are revolutionizing the automotive industry today. However, our brand's fundamental core values have remained unchanged – We are committed to do right for the members. If we take care of them, they will in return take care of us.</p> <p>National Auto Fleet Group's operational blueprint and business philosophy has always been the "4 RIGHT's" for every member: We deliver the RIGHT vehicle, at the RIGHT time, to the RIGHT place at the RIGHT price.</p> <p>The integrity of our business stems on our deep family roots in the automotive industry. We are and always will be family owned and operated with our future generations already in their infant stages today. We are committed to pioneering our industry for decades to come.</p>
10	What are your company's expectations in the event of an award?	<p>If awarded, this would be our 5th Sourcewell Contract and we would execute as such. We will continue to serve your members and provide them with excellent customer service while continuing to advance customer satisfaction. Along with implementing new business growth strategies that will ultimately launch us into new heights once again.</p> <p>Furthermore, we will launch our Partner Program detailed in the attached "marketing Plan Compressed" Zip file. This next generation application will give members the power to select upfitters they would like NAFG to partner with in providing satisfactory quotes and service. We see tremendous value in building out these mutually beneficial partnerships, so we can provide 100% satisfactory turnkey solutions to the members.</p>
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>To demonstrate NAFG's financial strength and stability, we have uploaded Bank Commitment letters under the Financial Strength Section of the online application. We have a direct line of credit of \$52,000,00.00 that we are currently utilizing with our current and past Sourcewell Contracts. However, this number is not capped as we have the freedom to extend the cap to accommodate the revolving needs of the members.</p> <p>Referenced below is a short register of some of our market success from awarded government contracts that encompass over \$140,000,000.00 worth of products and goods under our current Sourcewell Contract.</p> <p>A. City of San Diego, CA \$ 72,000,000 contract under our Sourcewell Contract 120716-NAF.</p> <p>B. City of San Diego, CA \$ 55,400,000 contract under our Sourcewell Contract 081716-NAF.</p> <p>C. Government Fleet Article Highlighting our transaction with the City of San Diego, CA procuring over 100 Police vehicles through NAFG Sourcewell Contract 120716-NAF.</p> <p>D. City of Los Angeles World Airports, CA Contract for \$ 24,003,500 under Sourcewell Contract 120716-NAF for the procurement of 400 vehicles.</p> <p>E. City of Los Angeles Harbor, CA Contract Extension to \$ 4,500,000 contract under Sourcewell Contract 120716-NAF.</p> <p>F. City of Los Angeles Harbor, CA Contract for \$1,500,000 under our Sourcewell Contract 120716-NAF.</p> <p>G. City of Los Angeles Harbor, CA Renewal for another \$ 1,500,000 under Sourcewell Contract Class 6, 7 and 8 Contract 081716-NAF.</p> <p>H. City of Costa Mesa, CA Contract \$1,023,220 under our Sourcewell Contract 120716-NAF.</p> <p>I. Blanket Contracts with the State of Maryland, MD off our current Class 6, 7 and 8 Chassis Contract 081716-NAF.</p> <p>J. Blanket Contracts with the State of Maryland, MD off our Current Sourcewell Contract 120716-NAF.</p> <p>We have also attached our Commitment Letter's for unparalleled support from leading nationally recognized upfit suppliers such The Knapheide Manufacturing Company. Along with regional suppliers such as Brand FX and Phenix Truck Body located in Southern California serve as regional support locations, whom we often work alongside to fulfill all member needs with past, present, and future orders with NAFG.</p> <p>Included are also Upfitter Recommendation letters to illustrate how National Auto Fleet Group has taken a proactive interest in building mutually beneficial relationship with our upfitters. Mutuality and reciprocity relationships between body companies and our dealer's are two of the key components that help members receive what they need in a smooth and efficient fashion.</p> <p>In addition, the adoption of our Class 6, 7, and 8 Contract from Anne Arundel County in the state of Maryland is as an example of how National Auto Fleet Group attracts and retains new clients by demonstrating to them there's a better and more efficient way of finding turnkey solutions.</p> <p>Lastly, we have attached supporting documents that help emphasize and exemplify our growth since our first awarded Sourcewell Contract in 2012. We sincerely hope it helps portray our commitment to building lifelong rapport and trust with our partner upfitters and members.</p>
12	What is your US market share for the solutions that you are proposing?	. Of our respective brands and OEM's we represent, the US market share is estimated to be 60 – 75%.
13	What is your Canadian market share for the solutions that you are proposing?	It is difficult to estimate the market share for the brands and OEM's we represent, however we estimate that it should be the same 60 -75 % of the US share.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.

15	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>National Auto Fleet Group is a dealer network best categorized as "A" - Distributer/Dealer/Reseller and Dealer Partner for (15) OEM Manufacturers including Ford Motor Company, Chevrolet, RAM, GMC, Buick, Chrysler, Dodge, Jeep, Toyota, Nissan, KIA, BMW, Honda, Cadillac and Volkswagen, All orders are placed with the franchised dealer and ultimately titled directly to the member. All appropriate certification certificates and authorized DMV/Factory licenses may be found in the "Related Certification" section uploaded to this RFP. It should be noted we do not sell used equipment to members.</p>
16	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Required licenses include a Dealer's License, a Franchise issued by the Manufacture, a Department of Motor Vehicles License, as well as a Reseller's permit license. All which NAFG and Dealer Partner's hold. Please review our attachment documents in section "Related Certification" for licenses that we either solely own or are jointly owned by our partner dealers that pertain to this RFP. A list of all our licenses are below, some of which may not pertain to class 1-3 but to class 4-8.</p> <p>CA Certificate of Good Standing 200824810190 State of Florida License Certificates: VF/1000974/4 VF/1000950/1 VF/1046516/1 VF/1024619/2 VF/1024619/1 VF/1018615/1 VF/1021891/1 VF/1000974/3 VF/1105916/1 VF/1020705/1 VF/1000969/1 CA State Seller's Permit 101-135239 CA State Seller's Permit 245364864-00001 Department of Motor Vehicle, Vehicle Dealer/ License Number 97772 Department of Motor Vehicle, Vehicle Dealer License Number 97771 Department of Motor Vehicle, Vehicle Dealer License Number 43609 Bureau of Automotive repair Registration # ARD00296319 123120 CA State Seller's Permit 232781952-00001 City of Watsonville Business License Number 1792 City of Watsonville Business License Number 4358 Fictitious Business Names from Santa Cruz County for National Auto Fleet Group FBN: 2017-0000138 California General Resale Certificate Dun & Bradstreet Number: 023680653 Government of The District of Columbia Certificate Government of the District of Columbia Tax Registration # 7815888160711 City of Los Angeles Tax Registration Government of The District of Columbia CLEAN HANDS CERTIFICATION San Diego Freightliner Seller's Permit Commonwealth of Virginia State Corporation Commission Certificate State of Maryland Good Standing Certificate Kansas Department of Revenue for Kansas City Peterbilt New Jersey Department of Treasury Registration Certificate New Jersey Business Registration Notice of Compliance of the Canton City Codified Ordinance Employee Information Report for the State of New Jersey State of Maryland New Sales and Use tax License CA State Seller's Permit 98-037902 00006 South Carolina Department of Motor Vehicles License Number 36133 State of South Carolina Retail License Commonwealth of Kentucky Vehicle Dealer License 1583 20 100 State of West Virginia Dealer License Commonwealth of Kentucky Vehicle Dealer License 1581 20 036 State of Tennessee Vehicle Dealer License</p>
17	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Not Applicable, none.</p>

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	National Auto Fleet Group's received its most prestigious award for Top Placement within Ford Motor Company as the leading dealership in Government Sales. In addition, our Chevrolet brand was highly ranked and honored 4/5 consecutive years by General Motors.
19	What percentage of your sales are to the governmental sector in the past three years	Within our fleet division, 90% of our contracts within the past three years have been with government accounts.
20	What percentage of your sales are to the education sector in the past three years	Within the past 3 years 90% of our sales have been to government accounts, 20% of which are within the education sector.
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We hold the State of California contract with volumes from 200 to 500 units a year over the past three years. In addition, our Sourcewell Contract's 091219, 081716 and 120716 that we have maintained over the past three years has sold combined north of 400 million of Combined Quarterly Sales.
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	National Auto Fleet Group's focus lies on the Sourcewell Contract. NAFG holds no other GSA contract, Standing Offers, or Supply Arrangements other than the State of California contract. Our annual sales volume is estimated to be north of \$200 million.

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Port of Los Angeles, CA	Mr. Dave Comer	310-72-3794
County of Venture, CA	Mr. Jorge Brilla	805-672-2044
City of Austin, TX	Mr. Matt Sager	512-978-2637
County of San Joaquin, CA	Mr. David Myers	209-468-9745
City of Palo Alto, CA	Ms. Danitra Bahlman	650-496-5920

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
City of Austin	Government	Texas - TX	Purchaser	10-15 Vehicles at once, Vans and SUVs	Over 1M
Los Angeles Department of Water and Power	Government	California - CA	Purchaser	Over 120 Vehicles, Vans and SUVs	Over 3M
Port of Los Angeles	Government	California - CA	Purchaser	Over 80 Trucks, Vans and SUVs	Over 2M
Anne Arundel County	Government	Maryland - MD	Purchaser	Over 40 Trucks, Vans and SUVs	Over 1M
City of San Diego	Government	California - CA	Purchaser	Over 500 Trucks, Vans, SUV	Over 15M

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
25	Sales force.	<p>Our sales force consists of direct and an indirect sales force. Our direct sales force consists of direct employees and partner dealers, which exceeds an employee count of 300 personnel both full time and part time. Many of our sales force are spread across the US and we leverage our relationships with our larger class dealerships to service the members lower class vehicle needs as well. A cross sales force. These individuals help support our dealerships and NAFG Fleet Division directly. On the other hand, our indirect sales force made up of upfitters and partner suppliers consists of over 100 personnel with our partner network and sales force growing annually.</p> <p>With both direct and indirect sales force staff working together, NAFG has been able to successfully grow, maintain and service the demand of the members. As the number of your members grow, we will continuously welcome more staff to not only meet customer demand, but also to exceed customer expectations.</p>

26	Dealer network or other distribution methods.	<p>Our franchise network in Canada and the U.S. is fortunately second to none. Our 15 proposed OEMs previously mentioned, all of which have established a presence nationwide with factory stores strategically placed where all members can receive service and complete warranty repairs with their respective products.</p> <p>Simple put the North American and Canadian automobile supply chain network is one of the best in the world. Of the 15 brands we represent, the OEMs have put in place a dealer network across all 50 states that will allow us to best serve all members.</p>
27	Service force.	The 15 manufactures we represent have thousands of service locations that would be easily accessible to all your members. Service centers and warranty repair facilities for all 15 OEMs are ample and ready to help service our members and their needs. However, Alaska and Hawaii may be exceptions as they may have farther distances between franchises where members can utilize the repair services.
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The member may order their vehicles by navigating to our website, www.NationalAutoFleetGroup.com and going through the step-by-step process to generate an online quote or by calling one of our representatives at 855-289-6572 or by sending NAFG an email at Fleet@NationalAutoFleetGroup.com . Orders are then processed directly to the manufacturer who will work to supply the vehicle to the ship-to location for upfitting or end user desired delivery location.
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>To best demonstrate our Customer Service program, kindly reference the ZIP file "Member Walk Through" that is attached in the Additional Documents folder. Please begin with and review in order that is explained below:</p> <p>How Members Can Get Quotes Online: A member can obtain most quotes by visiting our website www.NationalAutoFleetGroup.com where a simple one step form is needed for registration. This is to protect the price information from nonmembers. Once a member registers they will receive an automated welcome email with a demo video on how to use our site. Members will gain access to there very own dashboard which will house all there quotes in one safe secure login. Member's can select which brand they are looking for and model year. Our site shows all the categories the brand offers such as: Cars, Vans, SUV's Trucks and Chassis Cabs. Members will then be able to drill down for the right selection by picking from the filter menu of what cab there looking for (Regular, Extended or Crew) to 2 wheel or 4 wheel drive down to the bed length there looking for. All factory options are then presented for the member to select from, this will show all current factory orderable options, taking the guess work out for the member. Once a member selects a desire build, they will see there Sourcewell Price report showing the MSRP, there contract price, the saving in real dollars and as a percentage. In the PDF example you can see a saving of \$ 9,175.96 of 22.345% to the member showing a significant savings. Members then can chose to add extra's to there order like extra keys' service manuals, sales tax and even request an upfit to be added to there quote. Lastly they will be given a complete turn key quote package to print which will include there customized Quote ID, Description and Specifications of what they built.</p> <p>How Members and Upfitters can Partner with NAFG: Our dedicated website www.NAFGPartner.com was built to accommodate the member who would like a certain upfitter to upfit there vehicles. It was also built for upfitters to have a place to go where they can find information on how to partner with NAFG to better serve there local members.</p> <p>Example of A Member with Upfit Quote: This is an example of how we use our Cab Chassis and combine them with an upfit to provide a turnkey solution for the member in a simple to follow format.</p> <p>ETA System for Members Walk Through: This is where members can easily come to our website, the same website they built there chassis on and track there order like they would a UPS package. We have a very simple display on our homepage "Track your order" where members can enter one of the following: Purchase Order Number, Quote ID, Upfit Quote ID or vin to easily see there in the process there particular order is in.</p> <p>Courtesy Confirmation Explained: After NAFG receives an order from a Member, we always like to send them a Courtesy Confirmation. This is were the member will double check some particulars on there order like, Color, Quantity, Upfit and Specification's are all correct before order placement. We also like to ask for title information at this point so we can help process the paperwork at delivery promptly.</p> <p>Factory Order Cut Off Notices: Here is were we like to highlight were members can access any upcoming factory order cut off dates. We walk them through the process step by step to ensure everyone knows the upcoming order cut off date, we even print this information (if known at the time) right on the cover page of there quotes.</p> <p>Validation Walk Through Example: To demonstrate a price validation, we show what a member would see when they build a truck on our site. At check out the member would see the Total Configured MSRP of \$ 35,730.00, A Sourcewell Price of \$ 27,331.68, Total Saving of \$ 8,398.32 or 23.505% for a 2020 F-250 followed by the pricing page which shows the Minimum Discount of at least 18.50%. As you see we provided an additional 5% discount on top of the 18.50% contract discount. This would be the case in most instances.</p>
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Our willingness and ability to service members nationwide is unparalleled. We have dedicated staff 5 days a week, from 7am to 7pm standing by ready to assist any member help find the best solution for there needs even if helping assist them to the best Sourcewell Contract that could be a solution. We have a dedicated live chat feature on our online quote generating website in case any member has any trouble at all in building there quotes. NAFG has established a chain of suppliers who are at the ready to serve if called upon by any member. We are here to help.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are willing and eager to soon extend our business model and network into Canada. We believe partnering with local Canadian based dealer groups is key to success in the Canadian market. NAFG's competitive pricing as well as a simple US Dollar to Canadian conversation will help NAFG expand into the Canadian market for participating Sourcewell members.
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	National Auto Fleet Group will handle servicing 100% of all geographic areas located in the United States. Although it is unclear what unseen obstacles we may face in Canada, NAFG is committed to building the same model to service Canada and providing the same level of customer satisfaction, service, and care as in the United States.

33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	NAFG will continue to service all Sourcewell Members through our 24 hour a day, 7 days a week online portal with the exclusion of Non-Profits. Unfortunately, Non-Profits are often not eligible for the same discount's government entities are qualified for. However, Non-Profits are subject to a different pricing program and will be evaluated on a case to case basis.
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The only possible logistical constraints we may face is the shipping constraints for shipments arriving in Alaska, Hawaii and US Territories. For example, we often provide members in Alaska or Hawaii with vehicles that often have upfits. To circumvent this potential issue, members allow us to add these extra shipping and port costs to their quotes.

Table 7: Marketing Plan

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>National Auto Fleet Group encompasses a variety of marketing strategies to promote our products and services to streamline the vehicle purchasing process for government entities. Below are a few strategies used to serve as the gateway between our business and public agencies.</p> <p>Website and Inbound Marketing: The creation of a professional customer-focused website is one of our main features to market our products and services. The NAFG website encourages our members to interact and browse through products offered along with pricing and information about National Auto Fleet Group. Inbound marketing is created when potential members are directed to the company website. With this method, we are able to not only connect with members but to put the purchasing ability into the hands of each member. Our inbound marketing strategy attracts members by creating valuable content and experiences tailored to the needs of each individual. Examples include email campaign flyers on our products, informative and how-to videos, social media and engaging members with top-notch customer service to build brand awareness.</p> <p>Email Marketing: One of the main strategies used to engage current and potential members is Email Marketing. Our emails include different types of flyers that consist of information of the Sourcewell contract, promoting manufacturer brands, holiday themed flyers, discounts offered to first time buyers, important cutoff date reminders and upcoming products and events.</p> <p>The use of marketing campaigns plays a major role in enhancing the growth of our client database. Emails are a big part of our daily lives due to government agency employees utilizing emails as their main source of communication. We use campaigner.com as the emailing platform to reach our target members. Videos and descriptive images are used on all flyers and are compatible with a desktop or mobile device. Messages are short and to the point with links leading to the Sourcewell and NAFG homepage. The Campaigner email system allows the ability to track email activity based on open rate, unsubscribes and link clicks which is beneficial to understanding email effectiveness.</p> <p>Once potential members are directed to our website, they are welcomed with a wide range of options to explore an array of our products and services. They are able to register to become a member, view pricing, explore available in-stock vehicles, view how-to-videos, build a vehicle online to request an immediate quote or use our live chat assistant or call/email for live support.</p> <p>Face to Face Marketing Strategies: This strategy has proven to be successful in generating leads and creating lasting relationships by developing genuine connections with prospective members. National Auto Fleet Group attends several trades shows per year to engage members and put a face to the company. This in person meeting aids to build the brand by nurturing relationships between members and other vendors associated through the process. Trade shows attended include GFX, IAPPO, NIGP, ACT, CAPPO, and CASBO throughout the United States.</p> <p>NAFG has many opportunities to make in person presentations to propose products, services offered and to answer any questions potential members may have. These PowerPoint Presentations include topics on NAFG/Sourcewell process, how to facilitate the vehicle purchasing without bidding, informational videos, and the brands and services we provide. These meetings have been held at local cities, counties, school districts, water districts and ports.</p> <p>Relationship Marketing is a vital strategy used in building and maintaining long-term relationships practiced by National Auto Fleet Group on a daily basis.</p> <p>NAFG strives to create a positive and supportive connection with members by providing personalized and responsive customer service practices. The sales team has worked tirelessly to focus on providing outstanding customer support to create a powerful rapport with existing and new members. By going above and beyond, they have enhanced existing relationships and executed customer loyalty with repeat businesses. They strive to deviate from the "Car Salesperson" mentality which is 100% sales driven to a more product and customer service approach by instilling a sense of confidence in our clients. The goal is to regularly assist clients and address any needs and concerns even after the purchase has occurred. The strive to focus on solution selling vs. product selling develops into a mutually beneficial agreement for members and the business.</p> <p>Below are a few examples on successful relationship marketing from our Fleet Department:</p> <p>We had a member call in to request financing/lease options for a truck needed through our National Auto Fleet Group/Sourcewell vehicle contract. I contacted another Sourcewell vendor, Matt Geiselhart from NCL Gov Capital and he was happy to assist with a financing quote. The member also requested to trade in a current vehicle in their fleet and was directed to Govdeals for assistance in removing the outdated unit through an auction. The member was able to utilize three Sourcewell contracts to complete his transaction which simplified the entire process. The member was very satisfied with the amount of care and ease through his experience and became a repeat customer. By utilizing a cross-selling strategy, National Auto Fleet Group became his one stop shop to fulfill all fleet vehicle purchasing needs.</p> <p>"I had a member call in desperate to obtain a new truck because an employee had gotten into a serious accident and had the truck totaled. Due to covid restrictions, most manufacturers are currently experiencing microchip shortages which relays to production delays at the factory. We were able to direct buyer to our in-stock inventory on the NAFG website and member was ecstatic to locate truck to meet their needs. Instead of having to wait 30 weeks to receive the new vehicle, member was able to obtain the new truck within 3 weeks."</p>

"I once had a member contact us two years after purchasing a vehicle from us. They had a malfunction with the liftgate on the box truck which caused a logistical nightmare. I was able to contact one of our body vendors that upfitted the lift gate installation and a service technician was able to go onsite to resolve the liftgate issue at no additional cost. The member was very impressed with the quality of our customer service even after purchase. "

"I had a member request a ¾ ton truck pricing but was unsure about their budget at the time. I took the time to go through each option with the client to provide a Sourcewell pricing quote through multiple manufacturers from Ram, Chevrolet and Ford. This empowered the member to have multiple pricing options for review to align with their budget as well as eliminating the need to shop anywhere else. "

"We work with many body companies to assist customers with the body upfitting process. One of our members called in a request to expedite a particular vehicle that was held up at one of their local body upfitters. I contacted the body company representative and put in a request to expedite the upfitting per request of the member. The body company was able to comply with the request and delivery was made sooner than expected."

Word-of-Mouth Marketing: The positive quality of service has led to more sales based on previous customers' impressions on their experience. NAFG's goal is to provide exemplary customer service throughout the entire purchasing process to encourage repeat business and advocate services to other members. NAFG has been fortunate to experience multiple instances of leads generated based solely on word-of-mouth marketing through our existing customers.

Cross-promotion: National Auto Fleet Group is currently collaborating with another Sourcewell Vendor, NCL Government Capital to promote each other's products and services. NCL Government Capital specializes in providing competitive equipment financing programs for municipalities and public education entities across the United States. As a team, NCL and NAFG produced a variety of marketing materials such as videos, flyers and info graphs to promote purchasing and leasing opportunities.

Hoglund Bus Company is another cross-promotion vendor NAFG had the opportunity to create a partnership with. Flyers were created to advertise Chassis from NAFG along with a variety of bus bodies from Hoglund Bus Company.

With cross-promotion, companies exchange knowledge and provide endorsements on websites, social media, and email campaigns. This strategy creates an influx of new leads, brand awareness, increased sales and recurrence of customers. National Auto Fleet Group will continue to create new partnerships and facilitate more cross-promotion opportunities in the near future to provide turnkey solutions for a variety of vehicle purchasing needs.

Coming in 2022, National Auto Fleet Group will be launching a NAFG Partner Website to further increase business growth. The website www.nafgpartner.com is expected to launch next year in 2022. The site encourages body upfitting companies throughout the United States to partner up with NAFG to become a preferred member. The benefits of becoming a preferred member include endorsements on website and social media avenues along with word-of-mouth referral for clients with upfitting needs. Our dedicated public relations representative will conduct phone and in person meetings to discuss the advantages of partnering up with NAFG, therefore generating more cross-promotion opportunities.

Members from government agencies are encouraged to go on the site to search for local body upfitting companies they are interested in working with. As a prerequisite in becoming a preferred vendor, they are required to advertise NAFG and the Sourcewell contract on their business website and refer their clients to purchase their cab/chassis needs through NAFG. This establishes a partnership that will generate increased sales all around. We are still currently building the website and interacting with body companies across the United States that would be interested in partnering up with NAFG.

36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Social media plays a crucial element in the way people communicate and connect with each other. LinkedIn is the go-to platform used by NAFG as it offers a variety of ways to expand our network by locating and connecting with relevant professionals in the industry. National Auto Fleet Group has utilized LinkedIn to engage current and potential members through personalized messages and posts. Personalized messages include thanking them for registering on site as well as directing them to our link to the website, LinkedIn, YouTube, Facebook and Instagram company pages. The goal is to unite with people already on our database as well as people that would benefit from our products and services. Current flyers or messages about our company are also posted on the LinkedIn site to generate and attract more business. Time is also spent on reading posts from connections and observe any needs that National Auto Fleet Group may assist with.</p> <p>National Auto Fleet Group has begun utilizing video marketing strategies to further promote and market products by engaging on social media channels and email flyers. Programs such as Vimeo, Video Scribe, Cartoon Animator, Adobe Animate, Illustrate, Captive, Photoshop and Movavi Video Editor Plus are employed to edit and create videos to assist in endorsing our company. The following videos were recently created by our marketing department along with outside video production companies:</p> <p>Explainer Video: The first video created was a 90 second explainer video about National Auto Fleet Group that used animated characters to visualize our products and services along with information on the Sourcewell awarded contract. The video has been incorporated into all our weekly email flyers and social media platforms as an informative video on our products and how to purchase vehicles off Sourcewell Government Contract.</p> <p>How To Videos: National Auto Fleet Group has also created step-by-step How-To videos on the process to purchase both Light Duty and Heavy-Duty vehicles off the contract.</p> <p>In Stock Vehicles: This video showcases our in-stock vehicles available and the process of requesting a quote.</p> <p>ETA Tracking System: This video was created to not only introduce but to encourage clients to self-track their vehicle status.</p> <p>Holiday Themed Videos: These amusing videos were created to celebrate the holidays and add humor and lightness to our company and products sold.</p> <p>Cross Promotion Video: This video markets our relationship with NCL Government Capital and Sourcewell to endorse EV vehicles.</p> <p>Videos for social media: Mini videos were created to advertise new vehicles available, pricing and cutoff date reminders.</p> <p>NAFG has recently introduced a newly built live chat feature on our website for customer convenience as well as improving customer service. Visitors have access to chat with a live sales representative 24 hours a day, 7 days a week. With this feature potential customers are provided with another avenue for assistance in addition to emailing and phone calls. The benefits of a live chat option include quicker response time to assist buyers in reaching a purchasing decision and answer their questions.</p> <p>Improving customer service will also lead to increased sales, customer loyalty and engagement. Many studies have shown a strong correlation between live chat and increase in conversion rates. Potential clients appreciate having their questions answered in real-time when trying to build a vehicle quote online and allowing the user to multi-task different projects.</p>
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Sourcewell's mission states: "Our commitment to service and exceeding client expectations." This statement integrates with our relationship marketing strategy with our commitment to go above and beyond for all our members. Sourcewell is a trusted brand that government entities can rely on to access a wide variety of products and services for their everyday needs. With over 40 years of partnerships and relationship building, they are the glue that connects government, education, and nonprofit agencies to companies of all sizes to offer turnkey solutions to their needs.</p> <p>Sourcewell is also a reliable resource for vendors by not only connecting with potential prospects but by providing valuable marketing materials readily available for download on their website. Resources and tools provided include flyers, vendor training videos along with compliance information.</p> <p>The Sourcewell brand integrates a thorough documentation review of all vendors prior to awarding their cooperative contracts to ensure products and services are from reputable vendors. The brand provides a sense of legitimacy of our company name and members recognize that products and services are from reliable sources that will meet their needs.</p> <p>Sourcewell's aim is to simplify the purchasing and procurement process of government entities by eliminating the costly bidding procedure. The process of researching the right vendor is not only stressful and time-consuming but can be expensive as well. Sourcewell has completed the bidding for government entities which simplifies the overall purchasing process by providing access to competitively bid contracts procured by a government agency.</p> <p>Sourcewell has provided NAFG with overwhelming opportunities to work with government agencies across the United States. The Sourcewell name represents a high standard of integrity and ethics which is a dynamic National Auto Fleet Group is proud to be part of. Sourcewell members have access to a contract that is more flexible than the standard bidding process. Sourcewell is an organization that aids government entities to stay competitive without the frustrations and issues involved with the traditional bidding process. This contract can be customized to meet the unique needs of each client. The sales team has incorporated not only this standard of integrity in their sales practice ensuring clients' purchasing needs will always be met. The cost savings and stress-free nature of the cooperative contracts favors that of the traditional bidding process. It enables vendors to work with qualifying government entities in a more efficient manner. We vow to maintain these levels of standards across the board throughout all departments within the company.</p>

38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Our website provides a hands-on empowering approach to ordering vehicles online. Clients can search through many vehicles makes and models with the ability to customize a vehicle tailored to their specific needs of their agency. A personalized quote with pricing can be available in as little as 5 minutes depending on the complexity of the vehicle. If upfitting is needed, the buyer can list the details of the up-fit while building their vehicle on our website to receive a complete quote or a sales representative can be reached through phone, email or our new live chat feature built on our website.</p> <p>We have recently created and uploaded a "How-To Videos" section on the homepage of our website which highlights a step-by-step process on how to build an online quote. This informative video demonstrates how to navigate the website in how to generate a vehicle quote with or without upfitting options. It begins by explaining how to register on our website as a member and then details on how to select vehicle model and type and the factory options needed.</p> <p>Once a customized quote is built, clients have the option to finalize the sales transaction by submitting a purchase order to our sales team via email. This gives complete autonomy to the client to purchase vehicles without the need to speak to a sales rep. If assistance is needed, they can contact sales through email, live chat or phone.</p> <p>If assistance is required to build a quote, our sales rep is also available to walk a client through the e-procurement process step by step. This ensures someone is available to answer any questions if needed and empowering the client to make any future purchases on their own. Clients may also call or email the needs of the company and receive a customized vehicle quote.</p>
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Table 8: Value-Added Attributes

Line Item	Question	Response *
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	National Auto Fleet Group extends any and all product, equipment, maintenance and operating programs provided by the Manufacturer directly to Sourcwell participating entities during the quoting process. The manufacturer will provide quotes to the member based on the vehicles class and size, and geographic location. NAFG will always pass these quotes onto members and treat them like an upfit to the vehicle.
40	Describe any technological advances that your proposed products or services offer.	Technological accomplishments by Manufactures like Ford Motor Company and General Motors serve members by keeping many models available for members to choose from. Additionally, NAFG allows members the ability to choose to electrify their vehicle by opting into the Motive Power Systems we can still help supply this kind of an upfit. For more information, we have attached the product and pricing information within the "Upfits Available" and "All 15 Manufactures" ZIP files under the supporting documents portion of the application.
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	. National Auto Fleet Group helped create the Climate Mayor Purchasing Collaborative by partnering with over 400 Mayors nationwide. This initiative was created for the benefit of members who wanted to create and sustain an all-electric fleet. We offer 100% purely electric vehicles your members to choose from. Some popular models include the Chevrolet Bolt, Ford Fusion, Ford Mustang Mach-E, as well as Ford's all electric F-150. We are confident that as more OEM's continue to manufacture new electric vehicles, we will provide them for members to select from. More information about this initiative can be found at www.Driveevfleet.org
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	NAFG has the California Air Resource Board (CARB) Certificate as well as the Ford Qualified Vehicle Modifier Certificate on file with some of our partner suppliers and upfitters hold these certifications and these certifications help illustrate how each vehicle conserves energy and remains energy efficient.
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	NAFG holds a current partnership with many suppliers some of which are veteran owed such as Pacific Truck Body located in CA. Our Ford, Chevrolet and Ram,Jeep,Dodge,Chrysler stores are jointly owned and operated by Minorities.
44	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	. National Auto Fleet Group was not only built on dedication and hard work, but also through quantifiable metrics that directly measure the results of our efforts to ensure real goals are being measured and met. Through measuring results, NAFG takes responsibility in ensuring we deliver only the best customer care to your members. NAFG offers members 24 hour website access to customer support to personally walk members through any questions they may have. No matter what the issue may be, we always think outside the box to help members find a solution.

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Each of the 15 manufactures we represent cover their own products, parts, and labor. All warranty information may be found in our attachments under the ZIP File "All 15 Manufactures".	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Prior to purchase, members should be aware of each manufacturer's restrictions. Such as improper use of the vehicle may result in disqualification of coverage under the OEM's warranty. An example of this may be an F-350 being used for a police related pursuit, which may void certain warranties. Although, we always welcome and encourage members to contact us for their particular warranty coverage.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	In some cases, manufacturers will tow a member's vehicle to the nearest warranty repair facility in case of a breakdown and cover expenses, but prior approval is required.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	This may vary from manufacturer to manufacturer. Thus, we encourage members to call in prior to purchase and inquire about their specific region and how their warranty repairs will be covered with their manufacturer.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All warranties are typically passed on to the original equipment manufacturer and any upfit warranty will be passed on to the upfitter to perform.	*
50	What are your proposed exchange and return programs and policies?	If a member changes their mind, NAFG will quickly make every effort to change or cancel the order with the factory. However, once the manufacturer begins producing the vehicle, there are no changes, exchanges, or refunds available. The order is then deemed non-cancellable. This includes any upfit equipment an upfitter has ordered for the unit.	*
51	Describe any service contract options for the items included in your proposal.	NAFG offers any and all manufacturer service contracts for all members. There are several parameters in which a service contract may be customizable. These customized service contracts will be treated as add factory options and following the same discount schedule provided in the pricing file.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
52	Describe any performance standards or guarantees that apply to your services	The only guarantee we can ever provide is the guarantee that we will treat and help every member that contacts with respect, integrity and professionalism.	*
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	NAFG and staff uphold high standards with how we provide service to the members, not only holding each other accountable but by embracing member feedback of how we can improve. Then we act upon it and implement improvements.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods?	Standard payment terms are Net 20, with a 10 – day grace period.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	. In order to provide leasing or financing options, NAFG has partnered with National Cooperative Leasing to offer leasing terms for Sourcewell members for all NAFG quotes under the Sourcewell contract. For further review, we have attached a PDF called "NCL Sample Lease" in the "Member Walk Through" Zip file.	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	National Auto Fleet Group's transaction process (Purchase Order) is closely tracked, well documented, and neatly organized to monitor each transaction performed through our Sourcewell Contract. This way, NAFG may produce swift and accurate quarterly reporting.	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, NAFG accepts up to \$2,500 per vehicle. However, any dollar amount higher than \$2,500 will require a P-card/ Credit Card transactional fee that would be passed onto the member	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	National Auto Fleet Group is offering Line-Item Discounts Off Manufacture Suggested Retail Price for 15 manufacturers that is detailed in the Price File. NAFG will also offer any Upfits to be added to any and all vehicles' that members wish to add. Details are located on the Price Summary Page in the Price File.	*
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	NAFG has an provided offerings from 15 Brands/OEMS and there respective percentage off vary and are detailed in the "Price File" zip Each Manufacture Range is detailed in the tabs below, here is an overview Chevrolet from -.077 to 24.45 % Ford Motor Company from -5.19 to 23.31 % GMC from 6.14 to 22.45 % Ram from 4.99 to 14.23 % Dodge from 3.09 to 9.96 % Jeep from 1.38 to 4.17 % Chrysler from 1.65 to 4.55 % Toyota from .03 to 8.98 % Honda from 1.34 to 4.9 % Nissan from -.085 to 14.61 % Buick from 2.36 to 6.08 Kia from .69 to 8.39 % BMW from 3.8 to 4.77 % Cadillac from 4.22 to 6.77 % Volkswagen from 2.17 to 2.46 %	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	If clients are considering an order of 150 or more units, we encourage members to contact us for any additional discounted quotes.	*
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	"Open Market" products or "Sourced Goods" will be considered and treated as regular upfits. However, they may be quoted up to a 10% mark up, if applicable.	*
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All considerations have already been taken into account in its entirety. The Price Summary Page and Price Table contained in the price file includes all considered costs. Although if a member requested a specialized quote for a unique situation that requires special training, direction, or installation, the additional costs would be added as a part of the upfit and then included inside the member's quote.	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All manufactures charge a standard "Factory Destination Charge". However, that is separate from the freight/destination cost that members may incur to ship a vehicle to and from an installer, if applicable. These subsequent locational movements may bare additional freight costs that will be outlined within the members quote for their review prior to purchase.	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, shipping, and delivery terms among these regions sometimes carry additional logistical charges for added ferry, port and driver costs from both to and from the mainland. These added costs will be disclosed on the quote for members to review and approve prior to purchase.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	National Auto Fleet Group already has a well-established Automobile Franchise Distribution Network that allows for swift and relatively seamless delivery to members and their end users.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	NAFG Strives to offer the best overall value to the member with each and every quote.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Sourcewell participating members are able to obtain proper pricing directly from our website, where they are able to use our user-friendly design to build and price their vehicles. The NAFG is updated daily to reflect updated manufacturer MSRP information. Our system will provide members with an accurate quote 99.99% of the time. In addition, NAFG has a stream line and organized process that calculates administrative fees and allows NAFG to give a turnaround time of 15 – 30 days for quarterly reports.
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	One of the internal metrics NAFG uses to track and measure success with the Sourcewell Contract is maintained through our website. Our website keeps a detailed log of quotes that members are generating. We oversee and keep track of how many quotes are being generated and which quotes are met with a purchase order. Every month we evaluate our sales indicators and closely monitor the volume and frequency of sales. One example is by evaluating which members are purchasing from our platform – new members or frequent members to ensure we are growing our member base. We use these metrics to measure our projected growth rate and work to exceed our expectations.
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	NAFG will submit \$ 300 per vehicle purchased through NAFG and \$ 200 per vehicle purchased through our partner dealer Alan Jay Automotive. For the purpose of an admin fee there are no other partner dealer groups considered.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	NAFG has provided a "Model Roll Out" Charts in the "Price File" zip, but of the 15 manufacturers we represent, they have over 100 makes and models for members to choose from that range from Class 1-3 and supporting Class 4 Cab and Chassis trucks. NAFG's platforms can add any upfit of their choosing, ranging from toolboxes to Line Mechanic Bodies. Any and all upfits can be added to any one of our vehicles through one of our upfit partner suppliers or by an upfit supplier of the members choosing. NAFG and the supplier will work together to supply members with turnkey quotes.
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	National Auto Fleet Group lists the makes and models of all 15 manufacturers we represent under the ZIP File "All 15 Manufacturers". These 15 OEMs make up over 100 combined makes, models, and engine combinations for members to select from along with several subtitle "Upfits" detailed for members in the price file.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
72	Automobiles	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
73	Sport Utility Vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
74	Vans	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
75	Trucks	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
76	Vehicles described in Lines 72-75 above for Public Safety applications	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
77	Conventional internal combustion models	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
78	Natural gas or propane autogas, hybrid, or alternative fuel models	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
79	Electric powered models	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - NAFG Price File for Bid 091521.zip - Monday September 13, 2021 19:29:27
 - [Financial Strength and Stability](#) - Market Success and Financial Stability.zip - Monday September 13, 2021 19:30:12
 - [Marketing Plan/Samples](#) - Marketing Plan Compressed.zip - Tuesday September 14, 2021 11:38:30
 - [WMBE/MBE/SBE or Related Certificates](#) - Insurance and Related Documents.zip - Tuesday September 14, 2021 11:40:18
 - [Warranty Information](#) - Warranties RFP 091521.zip - Tuesday September 14, 2021 11:40:36
 - [Standard Transaction Document Samples](#) - Standard Transaction.zip - Monday September 13, 2021 19:54:48
 - [Upload Additional Document](#) - ALL 15 Makes and Upfits.zip - Tuesday September 14, 2021 11:35:54

Addenda, Terms and Conditions**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jesse Cooper, Fleet Manager, 72 Hour LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☐ Yes ☒ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_6_Autos_SUVs_Vans_Trucks_RFP_091521 Wed September 8 2021 06:27 PM	<input checked="" type="checkbox"/>	1
Addendum_5_Autos_SUVs_Vans_Trucks_RFP_091521 Tue September 7 2021 07:28 PM	<input checked="" type="checkbox"/>	2
Addendum_4_Autos_SUVs_Vans_Trucks_RFP_091521 Thu August 26 2021 05:55 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Autos_SUVs_Vans_Trucks_RFP_091521 Mon August 23 2021 09:47 AM	<input checked="" type="checkbox"/>	1
Addendum_2_Autos_SUVs_Vans_Trucks_RFP_091521 Sun August 8 2021 09:02 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Autos_SUVs_Vans_Trucks_RFP_091521 Thu August 5 2021 03:58 PM	<input checked="" type="checkbox"/>	1

**AMENDMENT #1
TO
CONTRACT # 091521-NAF**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **72 Hour LLC dba: National Auto Fleet Group** (Supplier).

Sourcewell awarded a contract to Supplier to provide Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories to Sourcewell and its Participating Entities, effective November 4, 2021, through November 8, 2025 (Contract).

The parties wish to amend the Proposal to ensure compliance with Sourcewell's Procurement Policy and standard government procurement practices.

NOW, THEREFORE, the parties amend the Contract as follows:

Line item 28 of "Table 6: Ability to Sell and Deliver Service" of the Proposal is modified to add the following:

"For Tesla and Mullen vehicles, the Participating Entity will work directly with Supplier when ordering the vehicle. Once a purchase order is issued and received by Supplier, Supplier will work with the appropriate Tesla or Mullen representative to process the order and deliver the vehicle directly to the Participating Entity. All necessary paperwork will be handled directly between the Participating Entity and Supplier."

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

Signed by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Chief Operating Officer

Date: 2/21/2025 | 4:19 PM CST

**72 Hour LLC
dba: National Auto Fleet Group**

Signed by:
By: James Cooper
FACBB5730C1E467...
Jesse Cooper, Fleet Manager

Date: 2/21/2025 | 2:34 PM CST

REPORT TO CITY COUNCIL

DATE: MAY 28, 2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: NATHAN HAMBURGER, CITY MANAGER

BY: RAMIRO ADEVA, ASSISTANT CITY MANAGER

SUBJECT: APPROVE THE ISSUANCE OF A LETTER OF SUPPORT FOR ASSEMBLY BILL 262 (CALOZA) TO ESTABLISH THE CALIFORNIA INDIVIDUAL ASSISTANCE ACT WITHIN CalOES.

Assembly Bill 262 (AB 262) is currently under consideration in the California State Legislature. This bill, introduced by Assemblymember Jessica Caloza, would establish the California Individual Assistance Act within the Office of Emergency Services for the purpose of quickly providing assistance to California residents following the declaration of a local or state emergency that may not receive federal disaster assistance for individuals.

Under current law, the California Disaster Assistance Act (CDAA) requires the Director of California's Office of Emergency Services (CalOES) to provide financial assistance to local agencies for their personnel costs, equipment costs, and the cost of supplies and materials used during disaster response activities, incurred as a result of a state of emergency proclaimed by the Governor.

AB 262 would establish the California Individual Assistance Act as a grant program to provide financial assistance to local agencies, community-based organizations, and individuals for costs related to a disaster that may not be eligible for federal disaster assistance. The bill would specify this program for "disasters" that include fire, flood, storm, tidal wave or tsunami, earthquake, act of terrorism, epidemic, extreme heat or cold event, or other similar calamity that presents a threat to public safety. The bill would require the CalOES Director to administer the funding under the California Individual Assistance Act, and would allow them to prioritize CDAA when allocating funding to support local governments to rebuild public facilities and infrastructure when impacted by disasters that do not qualify for the federal minimum damage threshold under the Federal Emergency Management Act (FEMA). For California, the federal minimum damage threshold is \$72 million for disaster damages. For communities that do not have disaster damages that meet that threshold, they cannot qualify for FEMA assistance.

Many local communities, including the City of Agoura Hills, may experience significant hardship from localized disasters that do not meet this high threshold. In such cases, residents and the City may be left without adequate financial support to recover.

AB 262 addresses this critical gap by creating a state-level framework, administered by CalOES, to provide individual and local assistance when disasters occur but do not qualify for federal aid.

Agoura Hills is susceptible to a range of natural and human-caused disasters, including wildfires, floods, earthquakes, severe storms, and extreme heat events. These emergencies pose direct threats to public safety, property, and community infrastructure. Recent wildfires and storms have demonstrated how a single localized disaster can devastate a community even when it does not meet the federal damage threshold for disaster relief.

Supporting AB 262 is aligned with the City's ongoing commitment to public safety, disaster resilience, and ensuring the well-being of our residents. By endorsing this legislation, the City is advocating for a more equitable and responsive disaster aid system that ensures California residents, including our own, have access to critical resources in the aftermath of emergencies.

FISCAL IMPACT

There is no direct fiscal impact associated with issuing this Letter of Support.

RECOMMENDATION

Staff respectfully recommends that the City Council approve the issuance of a Letter of Support for AB 262.

Attachment: Draft Letter of Support



"Gateway to the Santa Monica Mountains National Recreation Area"

May 28, 2025

The Honorable Buffy Wicks
Chair, Assembly Appropriations Committee
1021 O Street, Suite 8220
Sacramento, CA 95814

RE: AB 262 (Caloza) California Individual Assistance Act.
Notice of SUPPORT *(As Amended April 3, 2025)*

Dear Assemblymember Wicks,

The City of Agoura Hills is pleased to **support** AB 262 (Caloza), which would establish the California Individual Assistance Act within the Office of Emergency Services for the purpose of quickly providing assistance to California residents following the declaration of a local or state emergency that may not receive federal disaster assistance for individuals.

Under current law, the California Disaster Assistance Act (CDAA) requires the Director of California's Office of Emergency Services (CalOES) to provide financial assistance to local agencies for their personnel costs, equipment costs, and the cost of supplies and materials used during disaster response activities, incurred as a result of a state of emergency proclaimed by the Governor.

AB 262 would establish the California Individual Assistance Act as a grant program to provide financial assistance to local agencies, community-based organizations, and individuals for costs related to a disaster that may not be eligible for federal disaster assistance. The bill would specify this program for "disasters" that include fire, flood, storm, tidal wave or tsunami, earthquake, act of terrorism, epidemic, extreme heat or cold event, or other similar calamity that presents a threat to public safety. The bill would require the CalOES Director to administer the funding under the California Individual Assistance Act.

Additionally, AB 262 allows the CalOES Director to prioritize CDAA when allocating funding to support local governments to rebuild public facilities and infrastructure when impacted by disasters that do not qualify for the federal minimum damage threshold under the Federal Emergency Management Act (FEMA). For California, the federal minimum damage threshold is \$72 million for disaster damages. For communities that do not have disaster damages that meet that threshold, they cannot qualify for FEMA assistance.

Agoura Hills is susceptible to a range of natural and human-caused disasters, including wildfires, floods, earthquakes, severe storms, and extreme heat events. These emergencies pose direct threats to public safety, property, and community infrastructure. Recent wildfires and storms have demonstrated how a single localized disaster can devastate a community even when it does not meet the federal damage threshold for disaster relief.

We believe supporting AB 262 is aligned with the City's ongoing commitment to public safety, disaster resilience, and ensuring the well-being of our residents. Furthermore, AB 262 is a more equitable and responsive disaster aid system that ensures California residents, including our own, have access to critical resources in the aftermath of emergencies.

For these reasons, the City of Agoura Hills is pleased to support **AB 262 (Caloza)**.

Sincerely,

Jeremy Wolf
Mayor Pro Tem
City of Agoura Hills

cc. Senator Ben Allen
Assembly Member, Jacqui Irwin
Regional Public Affairs Manager, Jeff Kiernan (via email)
League of California Cities, cityletters@cacities.org

REPORT TO CITY COUNCIL

DATE: MAY 28, 2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: NATHAN HAMBURGER, CITY MANAGER

**BY: RAMIRO ADEVA, ASSISTANT CITY MANAGER
AMBER VICTORIA, MANAGEMENT ANALYST**

**SUBJECT: APPROVE THE ISSUANCE OF A LETTER OF SUPPORT FOR
ASSEMBLY BILL (AB) 478**

Assembly Bill 478 (AB 478) is currently under consideration in the California State Legislature. This bill, introduced by Assemblymember Rick Chavez Zbur, seeks to improve accessibility to emergency information and services, with a particular focus on the safety and well-being of pets during mandatory evacuations.

Specifically, AB 478 aims to:

- This bill, upon the next update to a city or county's emergency plan, would require a city or county to update its emergency plan to designate procedures for a person with a residence in a mandatory evacuation area or their designated representative to be able to rescue a pet, as defined, that at the time of the evacuation was alive. The bill, upon the next update to a city or county's emergency plan, would also require a city or county to update its emergency plan to designate a person or entity for a person with a residence in a mandatory evacuation area to call if the person needs assistance with pets during and after an evacuation, as specified.
- This bill would require a city or county to make available to the public by posting on its internet website contact information for the above-described persons or entities designated to assist people with residences in mandatory evacuation areas and resources for persons who need assistance reuniting with pets rescued from mandatory evacuation areas.
- This bill would prohibit a pet rescued or originating from a mandatory evacuation area from being made available for adoption, euthanized, or transferred out of the custody of the local animal control agency for at least 90 days, except as specified. After the 90-day period has passed, the bill would prohibit the pet from being euthanized or transferred out of the custody of the local animal control agency unless all local rescue and foster partners have been notified and given an opportunity to take custody of the pet.

AB 478 is a timely and important piece of legislation. In Agoura Hills, we understand the significant role pets play in the lives of residents, and we recognize that, in emergency situations, many pet owners face difficult decisions when it comes to evacuating with their

animals. The measures outlined in AB 478 would help ensure that all individuals, regardless of their circumstances, can access timely and accurate emergency information and are provided with the necessary services to safely evacuate their pets from mandatory evacuation zones.

The City of Agoura Hills is committed to disaster preparedness and resilience. By supporting AB 478, we can further enhance our efforts to safeguard both people and pets in the face of emergencies. This bill is an important step forward in promoting public safety, equity, and the well-being of our community.

FISCAL IMPACT

There is no direct fiscal impact associated with issuing a letter of support.

RECOMMENDATION

Staff respectfully recommends that the City Council approve the issuance of a letter of support for AB 478.

Attachment: Draft Letter of Support



"Gateway to the Santa Monica Mountains National Recreation Area"

May 28, 2025

Assemblymember Rick Zbur
1700 Tribute Road, Suite 201
Sacramento, CA 95815

**Re: AB 478 (Zbur) Accessibility to emergency information and services:
mandatory evacuation areas: pets.**
Notice of SUPPORT

Dear Assemblymember Zbur,

On behalf of the City of Agoura Hills, I am writing to express our strong support for Assembly Bill 478 (AB 478), which seeks to improve accessibility to emergency information and services, with a particular focus on the safety and well-being of pets during mandatory evacuations.

As a city that is highly susceptible to the dangers posed by wildfires and other natural disasters, ensuring the safety of all members of our community—human and animal alike—is of paramount importance. AB 478 provides a critical framework for incorporating pets into evacuation and emergency management plans, ensuring they are not left behind during times of crisis.

In Agoura Hills, we understand the significant role pets play in the lives of residents, and we recognize that, in emergency situations, many pet owners face difficult decisions when it comes to evacuating with their animals. The measures outlined in AB 478 would help ensure that all individuals, regardless of their circumstances, can access timely and accurate emergency information and are provided with the necessary services to safely evacuate their pets from mandatory evacuation zones.

The City of Agoura Hills is committed to disaster preparedness and resilience. By supporting AB 478, we can further enhance our efforts to safeguard both people and pets in the face of emergencies. This bill is an important step forward in promoting public safety, equity, and the well-being of our community.

We urge your colleagues in the Legislature to support AB 478 and look forward to working with you to ensure the safety of all our residents and their pets during future emergencies.

Thank you for your leadership on this critical issue. Should you have any questions or require further information, please do not hesitate to contact me directly at jwolf@agourahillscity.org.

Sincerely,

Jeremy Wolf
Mayor Pro Tem
City of Agoura Hills

REPORT TO CITY COUNCIL

DATE: MAY 28, 2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: NATHAN HAMBURGER, CITY MANAGER

BY: RAMIRO ADEVA, ASSISTANT CITY MANAGER

SUBJECT: APPROVE THE ISSUANCE OF A LETTER OF SUPPORT FOR SENATE BILL 394 (ALLEN) WHICH ENHANCES PENALTIES FOR UNAUTHORIZED WATER USE FROM FIRE HYDRANTS.

Senate Bill 394 (SB 394) is currently under consideration in the California State Legislature. This bill, introduced by State Senator Ben Allen, would enhance penalties for water theft from fire hydrants.

Existing law breaks theft into two categories:

- Meter tampering, and
- All other water theft (theft from a fire hydrant is subject to this category)

The attached Fact Sheet prepared by the Association of California Water Agencies (ACWA) outlines the current fine structure allowed by law, as well as the fine increases proposed by SB 394. The bill seeks to authorize local agencies that provide water services (i.e.: Las Virgenes Municipal Water District) to increase penalties specifically for water theft from a fire hydrant.

The passage of SB 394 would have several benefits for the City of Agoura Hills such as:

- **Enhanced Deterrence Against Water Theft:** SB 394 allows local agencies like the Las Virgenes Municipal Water District (LVMWD), serving Agoura Hills, to impose higher fines for unauthorized hydrant use, up to \$2,500 for a first violation, \$5,000 for a second, and \$10,000 for subsequent offenses.
- **Improved Public Safety and Infrastructure Protection:** Unauthorized hydrant use can compromise water pressure and introduce contaminants, posing risks to firefighting capabilities and public health. By imposing stricter penalties, SB 394 seeks to protect the integrity of the water system and ensure reliable emergency services.
- **Financial Relief for Ratepayers:** Water theft leads to revenue losses and infrastructure damage, costs that are often passed on to consumers. Enhanced enforcement and penalties under SB 394 could reduce these incidents, potentially stabilizing water rates for residents.

- **Support for Conservation Efforts:** Agoura Hills, like much of California, faces water scarcity challenges. SB 394 reinforces conservation initiatives by discouraging unauthorized water use, aligning with statewide efforts to promote sustainable water management.
- **Legal Empowerment for Local Agencies:** The bill authorizes utilities to pursue civil actions against individuals who tamper with or divert water from fire hydrants without authorization, providing a legal avenue to recover damages and further discourage violations.

SB 394 enhances penalties for unauthorized water use from fire hydrants, and will help protect the City's critical water infrastructure, ensure water is available for emergency response, and uphold public health and safety. By deterring illegal water theft, the bill also supports long-term conservation goals, reduces financial burdens on local ratepayers, and empowers agencies like the LVMWD to take meaningful enforcement action. SB 394 aligns with the City's commitment to sustainability, public safety, and responsible stewardship of vital resources.

FISCAL IMPACT

There is no direct fiscal impact associated with issuing this Letter of Support.

RECOMMENDATION

Staff respectfully recommends that the City Council approve the issuance of a Letter of Support for SB 394.

Attachments: Draft Letter of Support, Fact Sheet



"Gateway to the Santa Monica Mountains National Recreation Area"

May 28, 2025

The Honorable Ben Allen
Member, California State Senate
1021 O Street, Room 6610
Sacramento, CA 95814

RE: SB 394 (Allen) Water Theft: Fire Hydrants.
Notice of SUPPORT (As Introduced February 14, 2025)

Dear Senator Allen,

The City of Agoura Hills is pleased to support **SB 394 (Allen)**, which would enhance penalties for water theft from fire hydrants. Water agencies are responsible for delivering safe, clean, and affordable drinking water throughout California. However, in recent years, water theft has posed a serious threat to water agencies' ability to fulfill that responsibility.

Water theft takes many forms, the most egregious being water theft from fire hydrants for commercial uses. Illegal actors have been documented connecting to and filling water trucks from fire hydrants without the proper use of hydrant meters to avoid paying for water. These water trucks can hold up to 6,000 gallons of water, resulting in significant loss for water agencies. The stolen water is typically used or sold for profit for commercial purposes, such as by construction companies, landscaping companies, and water trucks selling the water to other users. **Current fine amounts are not strong enough to deter this theft** and may instead be seen as the cost of doing business for some bad actors.

SB 427 of 2021 carried by Senator Eggman established authority for public water agencies to adopt an ordinance that prohibits water theft and makes a violation of that ordinance subject to an administrative fine or penalty. The existing authority breaks theft into two categories: meter tampering and all other forms of water theft. Fines for meter tampering range from \$130 for the first violation up to \$1,300 for the third and additional violations within one year. All other forms of water theft, which currently includes theft from a fire hydrant, can be fined up to \$1,000 for the first violation, up to \$3,000 for the third and additional violations within a year.

At the time these fines were established, the impact to residential customers was a strong consideration that led to the final fine amounts. SB 394 is targeting commercial operators that are illegally diverting water from hydrants for profit.

Water theft from fire hydrants poses serious risks to public health and safety, water affordability, and water efficiency. During water theft from hydrants, contamination can occur when non-potable sources are illegally connected to a drinking water system and anti-backflow devices are not used. This cross- contamination between the water system and non-potable source connections poses a serious health risk to everyone in the system.

Further, unauthorized use of a hydrant can lead to water pressure in the system dropping which can jeopardize response to emergency situations such as fires. This potential issue is especially timely given the devastating fires in Southern California.

Illegal connections also often result in costly damage to the fire hydrant and system infrastructure that can impair the hydrant's function. The revenue lost from water theft and the cost of damage to infrastructure as a result of theft is ultimately borne by law-abiding paying customers, having a negative impact on water affordability. Water theft also works against efforts by water districts to comply with State water use efficiency goals under the State's newly adopted Making Conservation a California Way of Life framework.

The current penalties for water theft are an insufficient deterrent and fail to prevent this criminal activity from occurring. SB 394 recognizes and addresses these inefficiencies in existing penalties by authorizing local agencies that provide water services to adopt an ordinance with enhanced penalties specifically for water theft from a fire hydrant. The intent of this bill is to specifically deter commercial water theft, rather than residential water theft. Under SB 394, local agencies could adopt an ordinance allowing them to set fines not to exceed \$2,500 for the first violation and up to \$10,000 for the third and any additional violations.

This bill would also remove the one-year reset on existing penalties for the third and additional violations for water theft committed via meter tampering and other forms of water theft. This bill would also help agencies recover damages as a result of water theft from a fire hydrant by authorizing a utility to bring a civil action for damages against any person who, without authorization, tampers with or diverts water from a fire hydrant. These provisions on civil action would be available to both public agencies and other types of retail water agencies that face these same challenges.

SB 394 equips Agoura Hills and its water service providers with stronger tools to combat water theft, safeguard public resources, and promote equitable water usage.

For these reasons, the City of Agoura Hills is pleased to support **SB 394 (Allen)**.

Sincerely,

Jeremy Wolf
Mayor Pro Tem
City of Agoura Hills

cc. Assemblymember, Jacqui Irwin
Jeff Kiernan, Cal Cities Regional Public Affairs Manager
League of California Cities

SB 394 (Allen): Enhanced Penalties for Water Theft from Fire Hydrants



Background

Public water agencies are responsible for delivering safe, clean, and affordable drinking water throughout California. However, in recent years, water theft has posed a serious threat to water agencies' ability to fulfill that responsibility.

Water theft takes many forms, the most egregious being water theft from fire hydrants. Illegal actors have been documented connecting to and filling water trucks from fire hydrants without the proper use of hydrant meters to avoid paying for water. These water trucks can hold up to 6,000 gallons of water, resulting in significant loss for water agencies. The stolen water is typically used or sold for profit for commercial purposes. Examples include construction companies for use at construction sites (e.g., for dust mitigation), landscaping companies, and water trucks selling the water for profit. In some cases, stolen water is even transported outside of the water agency's service area. These activities are premeditated as a special tool is needed to connect to the fire hydrant. And, this type of water theft can also cause costly damage to the fire hydrant and system infrastructure. Current fine amounts are not strong enough to deter this theft and may instead be seen as the cost of doing business for some bad actors.

Existing Law

SB 427 (Chapter 137, 2021) by Senator Eggman enacted a new statute that authorized public water agencies to adopt an ordinance that prohibits water theft and makes a violation of that ordinance subject to an administrative fine or penalty. The existing authority breaks theft into two categories: meter tampering and all other water theft; theft from a fire hydrant is subject to the latter.

Fines for water theft committed via meter tampering are not to exceed:

- \$130 for a first violation
- \$700 for a second violation within one year of the first violation
- \$1,300 for each additional violation within one year of the first violation

Fines for all other forms of water theft are not to exceed:

- \$1,000 for a first violation
- \$2,000 for a second violation within one year of the first violation
- \$3,000 for each additional violation within one year of the first violation



Header photo courtesy of Flickr/Seabamirum

How Water Theft Threatens Public Water Agencies

Water theft from fire hydrants poses serious risks to public health and safety, water affordability, and water efficiency.

- **Public Health and Safety:** (1) Bad actors may not be connecting to fire hydrants properly, such as not using public safety devices. This improper use could lead to contamination of potable water in the system and other public safety concerns; (2) Unauthorized use of the hydrant can lead to dropping water pressure in the system which could jeopardize response to emergency situations such as a fire; (3) Illegal connections often result in damage to the hydrant that can impair its function.
- **Water Affordability:** The revenue lost from water theft and the cost of damage to infrastructure as a result of theft is ultimately borne by law-abiding paying customers, having a negative impact on water affordability.
- **Water Efficiency:** Water theft also works against efforts by water districts to comply with State water loss standards under the State's newly adopted water use efficiency framework.

Examples of Fiscal Impact to Public Water Agencies

Water theft causes public water agencies to incur costs from both the loss of revenue from stolen water and from the actions agencies may take to further prevent theft.

- Las Virgenes Municipal Water District experiences an estimated loss of 22 to 45 million gallons of water annually, equating to an annual revenue loss of approximately \$150,000-\$300,000 due to water theft of all types.
- West Valley Water District experiences an estimated loss of 45 to 60 million gallons of water annually, equating to an annual revenue loss of approximately \$200,000 to \$300,000 due to theft of all types.



- Contra Costa Water District has taken several actions to deter cases of water theft from fire hydrants, including locking hydrants in coordination with their local first responders, communications to customers, installing signage and cameras, implementing patrols, installing pressure monitoring devices, and constructing fill stations and dedicated hydrants for paying customers. As of 2021, the district's total costs for actions to deter water theft from hydrants are in excess of \$250,000.

How SB 394 Would Help

The current penalties for water theft are an insufficient deterrent and fail to prevent this criminal activity from occurring. This bill recognizes and addresses these inefficiencies in existing penalties by authorizing local agencies that provide water services to adopt an ordinance with enhanced penalties specifically for water theft from a fire hydrant.

Under SB 394, fines for water theft from a fire hydrant would be punishable as follows:

- A fine not exceeding \$2,500 for a first violation
- A fine not exceeding \$5,000 for a second violation
- A fine not exceeding \$10,000 for the third and each additional violation

In addition, this bill would also remove the one-year reset on existing penalties for the third and additional violations for water theft committed via meter tampering and other forms of water theft. Lastly, this bill would also help agencies recover damages as a result of water theft from a fire hydrant by authorizing a utility to bring a civil action for damages against any person who, without authorization, tampers with or diverts water from a fire hydrant.



SB 394 (Allen) - Water Theft Examples

Water theft is a serious and costly issue for public water agencies. Not only do they suffer lost revenue from stolen water, but are faced with paying for actions to deter theft. Below are examples from across the state highlighting the impact of water theft from fire hydrants.

THEFT IN ACTION



Las Virgenes Municipal Water District

- › Estimated annual water loss: 22 to 45 million gallons
- › Estimated annual revenue loss: \$150,000 to \$300,000 due to water theft

West Valley Water District

- › Estimated annual water loss: 45 to 60 million gallons
- › Estimated annual revenue loss: \$200,000 to \$300,000 due to theft
- › December 2023 example: Construction company stole 29,920 gallons

Contra Costa Water District

- › Actions taken to deter water theft from hydrants include locking hydrants, customer communications, signage, cameras, patrols, and constructing fill stations for paying customers
- › Total costs for deterrence actions, as of 2021: Over \$250,000

Coachella Valley Water District

- › Estimated annual water loss: 67 million gallons
- › Estimated annual revenue loss: \$155,000 from water theft
- › Costs up to \$10,000 per incident due to damage to fire hydrants from theft
- › Maintains 18,637 fire hydrants across 1,000 square miles
- › Most theft incidents are discovered by employees during work or when responding to leak reports
- › Only a small fraction of water theft is identified, making deterrents like increased penalties important for reducing water loss
- › Example: Water levels at two reservoirs dropped from 12 feet to 5 feet at a rate of 1 foot (6,666 gallons) per hour, traced to an illegal connection to a fire hydrant. Estimated stolen water: 80,000 - 100,000 gallons. Violator admitted to accessing the hydrant 2-3 times per week.

DAMAGED HYDRANT AFTER THEFT



ILLEGAL COPIES OF THE KEY WERE IN CIRCULATION TO OPERATE THE STATION



Los Angeles County Public Works Department

- › Faces significant water theft from illegal cannabis operations in rural areas
- › Coordinates with the County Sheriff and other agencies for more frequent patrols and restricting fill stations to daylight hours to combat theft
- › Despite fill stations requiring keys, counterfeit keys are in circulation
- › Example: One theft resulted in a total loss of 30,000 gallons of water

REPORT TO CITY COUNCIL

DATE: MAY 28, 2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: NATHAN HAMBURGER, CITY MANAGER

BY: LOUIS CELAYA, DEPUTY CITY MANAGER

SUBJECT: APPROVE EXTENSION OF RESOLUTION NO. 25-2099, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, DECLARING AN EMERGENCY CONDITION AND DECLARING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRES EMERGENCY ROOF REPAIR TO BE PERFORMED AT THE AGOURA HILLS CIVIC CENTER WITHOUT COMPETITIVE BIDDING PURSUANT TO PUBLIC CONTRACT CODE SECTIONS 20168 AND 22050 AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY CONTRACTS AND DOCUMENTS FOR THE EMERGENCY ROOF REPAIR

At the April 23, 2025, City Council meeting, the City Council adopted Resolution No. 25-2099, declaring an emergency condition to address emergency roof and interior repairs at the Agoura Hills Civic Center (Civic Center) and declaring that the public interest and necessity require emergency repair to be performed at the Civic Center without competitive bidding pursuant to the Public Contract Code, and authorize the City Manager to immediately retain the services necessary to repair the Civic Center roof. At the City Council May 14, 2025, meeting, the City Council extended Resolution No. 25-2099.

The emergency repairs are still underway and have not yet concluded. Items completed to date include:

- Interior Repairs (drywall installation, ceiling tiles replacement completed; minor touch up repairs needed)
- Interior Repairs (partial carpet cleaning)
- Exterior Repairs (roofing repairs have commenced)

The work will continue for the next four to five weeks.

FISCAL IMPACT

The deductible for this repair is \$10,000 according to the Memorandum of Understanding (MOU) Agreement that the City of Agoura Hills has with the California Joint Powers

Insurance Authority (CJPIA); The MOU states in Section II, 3(a) of the CJPIA Memorandum of Coverage Property Program requiring the payment of the deductible to address "All Risk" repairs requires a \$10,000 deductible per occurrence.

This is an unplanned expense and it will be booked into account 010-4190-5437.

RECOMMENDATION

Staff respectfully recommends the City Council extend Emergency Resolution No. 25-2099, a Resolution of the City Council of the City of Agoura Hills, California, Declaring an Emergency Condition and Declaring that the Public Interest and Necessity Requires Emergency Roof Repair to be Performed at the Agoura Hills Civic Center without Competitive Bidding Pursuant to Public Contract Code Sections 20168 and 22050 and Authorizing the City Manager to Execute All Necessary Contracts and Documents for the Emergency Roof Repair.

Attachment: Resolution No. 25-2099

RESOLUTION NO. 25-2099

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, DECLARING AN EMERGENCY CONDITION AND DECLARING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRES EMERGENCY ROOF REPAIR TO BE PERFORMED AT THE AGOURA HILLS CIVIC CENTER WITHOUT COMPETITIVE BIDDING PURSUANT TO PUBLIC CONTRACT CODE SECTIONS 20168 AND 22050 AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY CONTRACTS AND DOCUMENTS FOR THE EMERGENCY ROOF REPAIR

The City Council of the City of Agoura Hills hereby finds, determines and orders as follows:

Section 1. The City of Agoura Hills has identified that the Agoura Hills Civic Center roof is in need of immediate repair due to mid-February and early March rainstorm events that resulted in extensive leaking inside the Civic Center and damaged interior walls, interior molding, ceiling grid framing and ceiling insulation and carpeting, resulting in damage that creating general health and safety conditions in the workplace.

Section 2. Due to the urgency of the matter and the need to return the workplace back to regular working conditions, it is necessary for the City to enter into an agreement with S & T Contractor Services Inc. for the performance of remediation and repairs, including installation of ceiling grid framing and new ceiling insulation, new dry wall installation, decorative molding repairs, carpet cleaning, and replacement of roofing underlayment, edge metal and flashing vents, and removal and replacement of roofing tiles to repair the Civic Center roof immediately to prevent further damage from water, wind, other related inclement weather, as well as pests, insects, animals and other vermin.

Section 3. Pursuant to Public Contract Code Sections 1102, 20168, and 22050, the City Council hereby finds that an emergency situation exists and declares that the public interest and necessity demand the immediate expenditure of public money for such repair work to safeguard life, health, and property without complying with the competitive bidding requirements of the Public Contract Code. The City Council additionally finds that the emergency will not permit a delay resulting from a competitive solicitation for bids, and the action is necessary to respond to the emergency.

Section 4. The City Council hereby acknowledges that it must approve this Resolution by four-fifths vote of the entire City Council. Furthermore, the City Council recognizes that it may delegate the authority to order the actions necessary to carry out the required improvements to any non-elected officer of the City. Furthermore, the City Council recognizes that this item must be reviewed at every regularly scheduled meeting hereafter, until the project is completed, to ensure that the need to continue the action continues to exist. If the emergency conditions allow, the action shall be

terminated so that the remainder of the project may be completed by giving notice for bids to let contracts.

Section 5. The City Council hereby waives competitive bidding under Public Contract Code 22050 and authorizes the City Manager to execute all necessary contracts and documents with a qualified contractor(s) or vendor(s) for the emergency roof repair at the Agoura Hills Civic Center in the City of Agoura Hills, California.

Section 6. The City Manager shall agendize and report on the status of the emergency circumstances at each regularly scheduled meeting of this Council until either emergency project is completed or the Council finds the emergency conditions have ceased.

Section 7. The City Clerk shall certify the passage and adoption of this Resolution.

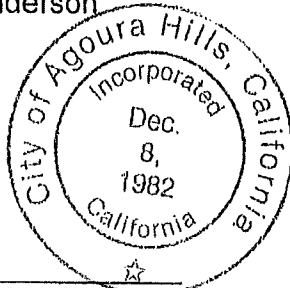
PASSED, APPROVED AND ADOPTED this 23RD day of April, 2025, by the following vote to wit:

AYES: (4) Sylvester, Wolf, Anstead, Klein Lopez
NOES: (0)
ABSTAIN: (0)
ABSENT: (1) Anderson

ATTEST:



Kimberly M. Rodriguez, MMC, City Clerk



Penny Sylvester, Mayor

APPROVED AS TO FORM:



Candice K. Lee, City Attorney

REPORT TO CITY COUNCIL

DATE: MAY 28, 2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: NATHAN HAMBURGER, CITY MANAGER

SUBJECT: ADOPT RESOLUTION 25-2102; RECOGNIZING JUNE 2025 AS LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUESTIONING, PLUS (LGBTQ+) PRIDE MONTH IN THE CITY OF AGOURA HILLS AND DIRECTING STAFF TO FLY THE RAINBOW PRIDE FLAG AT THE AGOURA HILLS CIVIC CENTER THROUGHOUT THE MONTH

This item is being presented, at the request of Councilmember Kate Anderson, as part of the effort to expand the inclusion and celebration of all members of the Agoura Hills community. The proposed resolution recognizes June 2025 as LGBTQ+ Pride Month and directs staff to fly the Rainbow Pride flag during the month.

LGBTQ+ history month is celebrated in June by the federal government, along with many other state and local governments. It is a month-long observance of lesbian, gay, bisexual, and transgender history, and the history of gay rights and related civil rights movements. The Library of Congress defines it as:

“Lesbian, Gay, Bisexual, Transgender and Queer (LGBTQ) Pride Month is currently celebrated each year in the month of June to honor the 1969 Stonewall Uprising in Manhattan. The Stonewall Uprising was a tipping point for the Gay Liberation Movement in the United States. In the United States the last Sunday in June was initially celebrated as ‘Gay Pride Day,’ but the actual day was flexible. In major cities across the nation the ‘day’ soon grew to encompass a month-long series of events. Today, celebrations include pride parades, picnics, parties, workshops, symposia and concerts, and LGBTQ Pride Month events attract millions of participants around the world. Memorials are held during this month for those members of the community who have been lost to hate crimes or HIV/AIDS. The purpose of the commemorative month is to recognize the impact that lesbian, gay, bisexual and transgender individuals have had on history locally, nationally, and internationally.”

FISCAL IMPACT

There is no impact to the approved City Council Fiscal Year 2024-25 Budget.

RECOMMENDATION

Staff respectfully recommends the City Council adopt Resolution No. 25-2102; Recognizing June 2025 as Lesbian, Gay, Bisexual, Transgender, Questioning, Plus (LGBTQ+) Pride Month in the City of Agoura Hills and Directing Staff to Fly the Rainbow Pride Flag at the Agoura Hills Civic Center throughout the month of June 2025.

Attachment: Resolution No. 25-2102

RESOLUTION NO. 25-2102

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS RECOGNIZING JUNE 2025 AS LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUESTIONING, PLUS (LGBTQ+) PRIDE MONTH IN THE CITY OF AGOURA HILLS AND DIRECTING STAFF TO FLY THE RAINBOW PRIDE FLAG AT AGOURA HILLS CIVIC CENTER THROUGHOUT THE MONTH OF JUNE 2025

WHEREAS, the City of Agoura Hills is committed to supporting visibility, dignity, and equity for all people in the community;

WHEREAS, many of the residents, students, employees, and business owners within the City of Agoura Hills who contribute to the enrichment of our City are part of the LGBTQ+ community;

WHEREAS, June has become a symbolic month in which LGBTQ+ persons, and supporters, come together in various celebrations of pride;

WHEREAS, cities across the United States recognize and celebrate June as LGBTQ+ Pride month;

WHEREAS, the City of Agoura Hills believes it is important to communicate its support for inclusivity, equality and respect in our City, and desires to recognize June as LGBTQ+ Pride month;

WHEREAS, the City of Agoura Hills strives to be a place where all residents and visitors feel accepted and welcome;

WHEREAS, the Rainbow Pride Flag, also known as the LGBTQ+ Pride Flag or Gay Pride Flag, has been used since the 1970s as a symbol of LGBTQ+ pride and social movements; and

WHEREAS, flying the City's Rainbow Pride Flag at the Civic Center throughout the month of June further symbolizes Agoura Hills' official recognition of June as LGBTQ+ Pride month and symbolizes the City's celebration of diversity and support for the LGBTQ+ community.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AGOURA HILLS DOES RESOLVE AS FOLLOWS:

Section 1. The City Council declares the month of June 2025 as LGBTQ+ Pride Month in the City of Agoura Hills

Section 2. The City Council directs staff to fly the Rainbow Pride Flag at the Civic Center throughout the month of June 2025.

Section 3. This resolution shall become effective immediately upon its passage and adoption.

PASSED, APPROVED, AND ADOPTED this 28th day of May, 2025, by the following vote to wit:

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

Jeremy Wolf, Mayor Pro Tem

ATTEST:

Kimberly M. Rodrigues, City Clerk