

**CLOSED SESSION AGENDA  
SPECIAL MEETING OF THE  
AGOURA HILLS CITY COUNCIL**

Civic Center – City Manager’s Conference Room  
30001 Ladyface Court, Agoura Hills, California 91301  
**Wednesday, June 11, 2025**  
**3:00 p.m.**

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

**Special Notice:** *this meeting will be opened in the Council Chambers for public comment and the City Council will then recess to the City Manager’s Conference Room for the Closed Session.*

**ATTEND OR WATCH THE MEETING**

*For in-person attendance, Council Chamber doors will open to the public at 2:30 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](http://agourahillscity.org) and click on the “Watch Meetings Online” button.*

**PUBLIC PARTICIPATION (PUBLIC COMMENT)**

**Option A: To provide public comment 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 the Closed Session item only**. If you wish to speak, complete a Speaker’s Card 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 email correspondence **on the Closed Session item only** by sending an email to: [comments@agourahillscity.gov](mailto:comments@agourahillscity.gov) All public correspondence received by 1:00 p.m. on the meeting date will be provided to the City Council prior to the meeting. Public comments are not read into the record. Any public comments received after 3:00 p.m. on the meeting day will not be considered as part of the City Council’s deliberations or entered into the official record. Members also have the option to attend the meeting and submit their written comments or speak in-person.*

**CALL TO ORDER**

**ROLL CALL**

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

## **PUBLIC COMMENTS**

*(As this is a Special Meeting, public comments are limited to items on this Agenda. Please refer to "Public Participation" above for full details on how to submit written public comments or speak under this category.)*

## **CLOSED SESSION**

The City Council will meet in Closed Session for the following purpose(s):

1. **Public Employee Performance Evaluation – Government Code Section 54957**

Title: City Manager

## **ADJOURNMENT**

*In compliance with the Americans with Disabilities Act, if you require special assistance to participate in this meeting, notify the City Clerk's Office, at (818) 597-7300, at least 48 hours prior 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](http://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.*

**AGENDA**  
**BUDGET WORKSHOP**  
**SPECIAL MEETING OF THE AGOURA HILLS CITY COUNCIL**  
Civic Center – Council Chambers  
30001 Ladyface Court, Agoura Hills, California 91301  
**Wednesday, June 11, 2025**  
**4:00 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 3:30 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](http://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](mailto:comments@agourahillscity.gov) on or before 2:00 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**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

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

## **APPROVAL OF AGENDA**

## **DISCUSSION / ACTION**

*(Pursuant to the Ralph M. Brown Act, the City Council may not discuss or act on any matter not specifically identified on this Agenda. Public comments are limited to the Discussion/ Action item below. Please refer to "Public Participation" above for full details on how to submit written public comments or speak under this category.)*

1. Discussion of Proposed Biennial Budget for Fiscal Years 2025-26 and 2026-27

STAFF REFERENCES: DIRECTOR OF FINANCE IBAÑEZ  
FINANCE MANAGER CHO  
ACCOUNTANT PALMER

## **CITY COUNCIL, STAFF COMMENTS**

**ADJOURN** to 6:00 p.m., Wednesday, June 11, 2025, to the Regular Meeting of the City Council in the Council Chambers of the Civic Center.

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*The telecast of the Wednesday, June 11, 2025, Budget Workshop 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-10am; T-3pm; W-10am; Th-7pm; F-10am; S-3pm; and Su-7pm.*

**AGENDA**  
**REGULAR MEETING**  
**AGOURA HILLS CITY COUNCIL**  
Civic Center – Council Chambers  
30001 Ladyface Court, Agoura Hills, California 91301  
**Wednesday, June 11, 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](http://agourahillscity.org) and click on the “Watch Meetings Online” button.*

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**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**

## **INTERGOVERNMENTAL, SPECIAL PURPOSE COMMITTEE, & DEPARTMENTAL REPORTS**

Clean Power Alliance (CPA) Update

*(City Council and Staff)*

## **PUBLIC COMMENTS**

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

## **CONSENT CALENDAR**

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

1. Approve Minutes of the City Council Regular Meeting of May 28, 2025

STAFF REFERENCE: CITY CLERK RODRIGUES

2. Approve Demand Warrant Register No. 934

STAFF REFERENCE: DIRECTOR OF FINANCE IBAÑEZ

3. Approve Award of Contract, for Fiscal Year 2025-26 Annual Concrete Repair Project; NIB 25-03, to JT Construction Groups, Inc.

STAFF REFERENCE: DIRECTOR OF PUBLIC WORKS/CITY ENGINEER YAMBAO

4. Approve Second Amendment to Agreement for Design Professional Consultant Services, with m6 Consulting, Inc., for Construction Engineering Services Related to the Ladyface Greenway Project

STAFF REFERENCE: DIRECTOR OF PUBLIC WORKS/CITY ENGINEER YAMBAO

5. Approve Agreement for Contractor Services, with Solid Waste Solutions, Inc., for Ongoing 2025-26 Recycling and Solid Waste Program Consulting Services

STAFF REFERENCES: DEPUTY CITY MANAGER CELAYA  
ASSISTANT CITY MANAGER ADEVA

### **CONSENT CALENDAR, continued -**

6. Adopt **Resolution No. 25-2103**; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, TERMINATING THE EMERGENCY ACTION REQUIRING EMERGENCY ROOF REPAIR TO BE PERFORMED AT THE AGOURA HILLS CIVIC CENTER AND RESOLUTION NO. 25-2099

STAFF REFERENCE: DEPUTY CITY MANAGER CELAYA

### **PUBLIC HEARING**

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

7. Conduct a Public Hearing on Vacancies, Recruitment, and Retention Efforts Relating to Assembly Bill 2561

STAFF REFERENCES: ASSISTANT CITY MANAGER ADEVA  
HUMAN RESOURCES MANAGER BIRD

### **PUBLIC HEARING / ORDINANCE**

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

8. Conduct a Public Hearing, Waive Full Reading, and Introduce **Ordinance No. 25-478**; AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, AMENDING SECTION 2803 (MEETINGS) OF PART 1 (PLANNING COMMISSION) OF CHAPTER 8 (COMMISSIONS, DEPARTMENTS, AND BOARDS) OF ARTICLE II (ADMINISTRATION) OF THE AGOURA HILLS MUNICIPAL CODE TO CHANGE THE PLANNING COMMISSION REGULAR MEETING TIME FROM 6:30 P.M. TO 6:00 P.M. AND MAKING A DETERMINATION OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

STAFF REFERENCE: COMMUNITY DEVELOPMENT DIRECTOR THOMAS

### **CITY COUNCIL, STAFF COMMENTS**

### **ADJOURNMENT**

The next Regular City Council Meeting will be held at 6:00 p.m., on Wednesday, June 25, 2025, in the Council Chambers of the Civic Center. The Civic Center is located at 30001 Ladyface Court, Agoura Hills, California.

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**MINUTES**  
**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.**

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

Mayor Pro Tem Wolf announced the Land Acknowledgement.

The Pledge of Allegiance was led by Councilmember Klein Lopez.

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

Absent was: Mayor Penny Sylvester.

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, Management Analyst Amber Victoria, Executive Assistant Michele Hubbs, Administrative Analyst John Treichler, Community Development Director Denice Thomas, Principal Planner Robby Nesovic, Director of Public Works/City Engineer Charmaine Yambao, 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**

No Closed Session was held.

**APPROVAL OF AGENDA**

ACTION: Councilmember Anstead moved to approve the Agenda, as presented. Councilmember Klein Lopez seconded. The motion carried 4-0, by the following roll call vote:

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

NOES: None.

ABSTAIN: None.

ABSENT: Mayor Sylvester.

## **PRESENTATIONS**

Mayor Pro Tem Wolf presented a Certificate of Recognition, honoring Sushi & Wasabi as the May Business of the Month, to a restaurant representative, Christina.

## **INTERGOVERNMENTAL, SPECIAL PURPOSE COMMITTEE, & DEPARTMENTAL REPORTS**

Mayor Pro Tem Wolf provided a Las Virgenes/Malibu Council of Governments Update.

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

## **PUBLIC COMMENTS**

The following person(s) spoke:

Joshua Gray, representing the Greater Conejo Chamber of Commerce  
Brian LaSpada, Agoura Hills, representing Fountainwood HOA  
Frank R. Greico, Agoura  
Bruce Bunch, Agoura  
Alan Weiner, Agoura Hills  
Yvonne Hatherill, Agoura Hills  
Bonnie Shulman, Agoura Hills  
John Williams, Agoura Hills

## **CONSENT CALENDAR**

There were no public comments.

Mayor Pro Tem Wolf pulled Item Nos. 12 and 13, and Councilmember Anderson pulled Item No. 15 for discussion.

ACTION: Councilmember Anderson moved to approve Consent Calendar Item Nos. 1-11 and 14, as presented. Councilmember Klein Lopez seconded. The motion carried 4-0, by the following roll call vote:

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

NOES: None.

ABSTAIN: None.

ABSENT: Mayor Sylvester.

1. Approve Minutes of the City Council Special Goal Setting Workshop of May 14, 2025
2. Approve Minutes of the City Council Regular Meeting of May 14, 2025
3. Approve Demand Warrant Register No. 933

4. Receive and File the City of Agoura Hills Single Audit Report for the Year Ended June 30, 2024
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
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
7. Approve Agreement for Contractor Services, with Triton Technology Solutions, for the Labor and Installation of the Upgraded Cablecast System to Continue Streaming Meetings
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
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
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)
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
12. **Item pulled for discussion.**
13. **Item pulled for discussion.**
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
15. **Item pulled for discussion.**

#### **CONSENT CALENDAR ITEMS PULLED FOR DISCUSSION**

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

**ACTION:** Following a brief discussion, Councilmember Anderson moved to approve Consent Calendar Item No. 12, as presented. Councilmember Klein Lopez seconded. The motion carried 4-0, by the following roll call vote:

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

**NOES:** None.

**ABSTAIN:** None.

**ABSENT:** Mayor Sylvester.

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

**ACTION:** Following a brief discussion, Councilmember Anderson moved to approve Consent Calendar Item No. 13, as presented. Councilmember Klein Lopez seconded. The motion carried 4-0, by the following roll call vote:

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

**NOES:** None.

**ABSTAIN:** None.

**ABSENT:** Mayor Sylvester.

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

**ACTION:** Following a brief discussion, Councilmember Anderson moved to approve Consent Calendar Item No. 13, as presented. Councilmember Klein Lopez seconded. The motion carried 4-0, by the following roll call vote:

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

**NOES:** None.

**ABSTAIN:** None.

**ABSENT:** Mayor Sylvester.

## **CITY COUNCIL, STAFF COMMENTS**

Director of Community Services Brink spoke about the Senior Expo luncheon held earlier today at the Agoura Hills Recreation and Event Center where Mayor Pro Tem Wolf announced and recognized Older American of the Year, Marilyn Lippiatt.

Assistant City Manager Adeva invited the community to attend the official launch of the Ladyface Marketplace Farmers Market tomorrow on Cornell Road, between Roadside Drive and Agoura Road, with a ribbon cutting by the City Council scheduled for 6:00 p.m. The market will include fresh produce, food vendors, artisans, and live music, and will be held every Thursday this summer from 4:30 p.m. to 8:30 p.m.

Councilmember Anderson spoke about attending the 61<sup>st</sup> Annual Topanga Banjo Fiddle Contest and Folk Festival, where she had the honor of introducing a band, proudly noting that the City of Agoura Hills was the sole sponsor of the event's main stage.

Mayor Pro Tem Wolf spoke about presenting the Older American Proclamation at today's Senior Expo luncheon and the opportunity to preside over the City Council meeting in the absence of Mayor Sylvester.

## **ADJOURNMENT**

At 6:52 p.m., Mayor Pro Tem Wolf announced the second Budget Workshop would be held at 4:00 p.m., followed by the Regular City Council Meeting at 6:00 p.m., on Wednesday, June 11, 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: JUNE 11, 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. 934**

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Demand Warrant No. 934 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. 934.

**June 11, 2025**

**DEMAND WARRANT REGISTER NO. NINE HUNDRED THIRTY-FOUR**

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. 934 is a full, true, and correct statement.



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Nathan Hamburger, City Manager

## Demand Register 934

Date	Check	Vendor	Description	Amount
5/22/2025	117834	A Rental Connection	Community Service Days Rental	1,516.94
5/22/2025	117835	American Family Care	TB Testing	80.00
5/22/2025	117836	Bayley Tanenbaum	CAC Scholarship	300.00
5/22/2025	117837	Brennan Estimating Svcs.	Firm Alarm Repair	22,000.00
5/22/2025	117838	City of Thousand Oaks Transit	Dial-A-Ride Feb 2025	7,278.25
5/22/2025	117839	County of Los Angeles - Department of Publ	City Surrender of Opioid Funds	5,310.97
5/22/2025	117840	Danish Environment Janitorial Services	Janitorial Services May 2025	6,955.43
5/22/2025	117841	Department Of Justice	Fingerprinting April 2025	294.00
5/22/2025	117842	Excel Pest Managment	Monthly Prest Control	165.00
5/22/2025	117843	GSG Protective Services	Event Security	360.00
5/22/2025	117844	Kiki Cohen	CAC Scholarship	300.00
5/22/2025	117845	Kimley Horn & Assoc.	Kanan Agoura Intersection Feb 2025	6,055.80
5/22/2025	117846	Las Virgenes Municipal Water	Water 3/20/25 - 4/18/25	488.03
5/22/2025	117847	Lucas Weinken	CAC Scholarship	300.00
5/22/2025	117848	Rincon Consultants	Bike Master Plan	19,343.50
5/22/2025	117849	Saberdome	Wireless Point	2,687.50
5/22/2025	117850	Smith Pipe & Supply Inc.	Supplies Old Agoura Park	61.79
5/22/2025	117851	Solid Waste Solutions, Inc.	Film Permits April 2025	1,206.00
5/22/2025	117852	Southern California Edison	Utilities 4/03/25 - 5/04/25	989.75
5/22/2025	117853	Southern California Gas Comp	Utilities 4/04/25 - 5/05/25	1,316.03
5/22/2025	117854	Venco Electric Inc.	Rec Center Repairs	374.00
5/22/2025	117855	Ventura Transit Systems	Transportation 4/10/25	600.00
5/22/2025	117856	Vortex	Repairs	972.50
5/22/2025	117857	William T. Ruic	DJ Public Safety Days	1,000.00
5/22/2025	117858	Zoe Leighton	CAC Scholarship	300.00
5/29/2025	117859	Acorn	Advertising	2,580.00
5/29/2025	117860	All City Management	School Crossing Guard 4/27/25-5/10/25	9,460.39
5/29/2025	117861	Avidex Industries	Event Center AV Repair	540.00
5/29/2025	117862	BlueTriton Brands Inc	Water	244.55
5/29/2025	117863	Bryco Plumbing	Plumbing	1,455.00
5/29/2025	117864	Bureau Veritas America	Plan Review Services April 2025	11,476.50
5/29/2025	117865	Burns Pacific Construction	Insurance Claim Work - April 2025	4,515.43
5/29/2025	117866	Cinbad Industry Inc	Chumash Park Retention	7,590.12
5/29/2025	117867	City of Thousand Oaks Transit	Dial-A-Ride March 2025	11,698.12
5/29/2025	117868	Cloud Driven Solutions, Inc.	AgendaLink Horizon	9,537.00
5/29/2025	117869	County of Los Angeles Department of Public	Professional Services	5,606.83
5/29/2025	117870	Delphine G. Herrera	Instructor Payment	1,251.50
5/29/2025	117871	Dept Of Animal Care & Control	Animal Control - April 2025	6,300.46
5/29/2025	117872	Gabriel M. Graham	COG Services May 2025	7,733.00
5/29/2025	117873	GSG Protective Services	Security	1,957.50
5/29/2025	117874	Jensen Hughes, Inc.	Wildfire Risk Assessment April 2025	17,121.50
5/29/2025	117875	Jessica Flores	COG Services May 2025	2,000.00
5/29/2025	117876	Kimley Horn & Assoc.	Professional Services	15,200.00
5/29/2025	117877	Larry Walker Associates	Malibu Creek Study	91,393.04
5/29/2025	117878	Los Angeles County Sheriff's	Sheriff Services March 2025	459,943.77
5/29/2025	117879	m6 Consulting, Inc.	Building Inspection Services	65,208.86
5/29/2025	117880	Mackay Communications	GSPS Subscription Fee April 2025	402.90
5/29/2025	117881	Mdg Associates	Chumash Park ADA Improvements - April 2025	1,560.00
5/29/2025	117882	Michael Baker International, Inc.	Kanan Corridor - April 2025	28,493.20
5/29/2025	117883	Michael Lang Design	Concert and Movies in the Park	3,376.26





## AGOURA HILLS

### Demand Register 934

5/29/2025	117884	Pitney Bowes	Equipment Rental 4/1/25-6/30/25	168.86
5/29/2025	117885	Prudential Overall Supplies	Supplies	152.49
5/29/2025	117886	Richards, Watson & Gershon	Professional Services - April 2025	43,457.65
5/29/2025	117887	Rms Printing Ll	Beach Bus	250.23
5/29/2025	117888	Robert Schwartz	Security Deposit Refund	1,000.00
5/29/2025	117889	RP Barricade	PSD Road Closure	572.00
5/29/2025	117890	SCA of CA LLC	Debris February 2025	1,725.15
5/29/2025	117891	Sebastienne Dela Cruz	Security Deposit Refund - 5/18/25	1,000.00
5/29/2025	117892	Senior Concerns	Senior Advocate Program	1,666.00
5/29/2025	117893	Sierra Display	Banners	2,429.87
5/29/2025	117894	Smith Pipe & Supply Inc.	Supplies	1,060.08
5/29/2025	117895	Southern California Edison	Utilities 4/15/25 - 5/14/25	334.04
5/29/2025	117896	Staples	Supplies	250.47
5/29/2025	117897	Terry Dipple	COG Services May 2025	16,398.00
5/29/2025	117898	Tyler Technologies Inc.	Time and Attendance 6/01/25 - 5/31/26	1,459.35
5/29/2025	117899	Venco Electric Inc.	Repairs	834.00
5/29/2025	117900	Vivian Rescalvo	COG Services May 2025	12,752.45
5/29/2025	117901	Willdan	GIS Services April 2025	2,024.00
			<b>Total</b>	<b>934,436.06</b>
5/29/2025	DFT0006876	Spare Labs, Inc.	Spare Base Platform - May 2025	1,875.00
5/29/2025	DFT0006877	Spare Labs, Inc.	Dial-A-Ride Services - May 2025	18,926.84
5/30/2025	Payroll	PPD 5/17/25-5/30/25	PPD 5/17/25-5/30/25	207,282.28
			<b>Wire &amp; EFT Total:</b>	<b>228,084.12</b>
			<b>Grand Total</b>	<b>1,162,520.18</b>

**Demand Register No. 934**

**PASSED, APPROVED, AND ADOPTED** this 11<sup>th</sup> day of June, 2025, by the following vote to wit:

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

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Penny Sylvester, Mayor

ATTEST:

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Kimberly M. Rodrigues, MMC, City Clerk

## REPORT TO CITY COUNCIL

**DATE: JUNE 11, 2025**

**TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

**FROM: NATHAN HAMBURGER, CITY MANAGER**

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

**SUBJECT: CONTRACT AWARD FOR FISCAL YEAR 2025-26 ANNUAL CONCRETE REPAIR PROJECT; NIB 25-03**

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On March 12, 2025, the City Council authorized staff to seek bids for the Fiscal Year (FY) 2025-26 Annual Concrete Repair Project; NIB 25-03. The scope of work consists of repairing damaged concrete sidewalk, curbs, gutters, and removing/replacing ADA ramps throughout the City that were identified in the FY 2023-24 Concrete Infrastructure Assessment Report.

On May 20, 2025, the City received three (3) sealed bids for this project. The bid results were as follows:

<b>JT Construction Group, Inc.</b>	<b>\$43,400</b>
FS Contractors, Inc.	\$112,000
We R Builders, Inc.	\$209,000

Staff reviewed the JT Construction Group Inc. bid submittal and deemed their bid responsive and acceptable. As part of the review process, staff contacted references for JT Construction Group, Inc. to discuss past work, as they have never worked in the City. The references were all excellent regarding the contractor's performance.

The initial term of the contract will be three (3) years. As with previous concrete projects, the specifications allow the contract to be extended, with mutual agreement of the City and the Contractor for two (2) additional years. The extension shall be based on the term, conditions, and bid prices of the initial contract and may be increased or decreased annually by a percentage determined by the California Consumer Price Index.

Staff expects construction to commence in July, taking approximately forty-five (45) days to complete, with no work to be done on holidays.

Due to the lower than expected bid results, staff recommends adding more locations to the Contractor's scope-of-work via change orders during construction. The additional concrete costs would not exceed 15% of the original scope-of-work, to remain compliant with State law.

## **FISCAL IMPACT**

The proposed Fiscal Year 2025-26 Budget includes \$85,000 of Measure “M” (Local Funds (064-4640—6310.00), \$55,000 of Measure “R” (Local) Funds (063-4640-6310.00), and \$15,000 of Transportation Development Act (TDA) Article 3 Funds (260-4640-6301.00), for a total budget of \$155,000 to complete this work.

## **RECOMMENDATION**

Staff respectfully recommends the City Council:

1. Award a contract, in the amount of \$43,400, to JT Construction Group, Inc. for the Fiscal Year 2025-26 Annual Concrete Repair Project; NIB 25-03;
2. Authorize the City Engineer to issue contract change orders within the \$6,510 contingency; and.
3. Authorize the Mayor to sign the agreement.

## **REPORT TO CITY COUNCIL**

**DATE: JUNE 11, 2025**

**TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

**FROM: NATHAN HAMBURGER, CITY MANAGER**

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

**SUBJECT: APPROVAL OF SECOND AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES WITH M6 CONSULTING, INC. FOR CONSTRUCTION ENGINEERING SERVICES RELATED TO THE LADYFACE GREENWAY PROJECT**

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This report seeks City Council approval of additional construction engineering services to the Agreement for Design Professional Consultant Services with m6 Consulting, Inc. (m6) related to construction of the Ladyface Greenway Project. The Ladyface Greenway Project (Project) consists of constructing a new greenway over an existing rectangular concrete-lined runoff channel that is owned and maintained by the Los Angeles County Flood Control District (LACFCD).

In September 2023, the City entered into an agreement with m6 to provide construction engineering services during construction for the Project. Construction engineering services are crucial in assisting staff during the construction phase of the project, so that the design engineer (and their subconsultants) can respond to questions or requests for further clarification from the City and/or contractor, as issues arise in the field. As the original design engineer, m6 will be responsible to provide the City “as-built” plans when the project is completed. Additionally, m6 will ensure that any field modifications necessary to construct the project do not negatively affect the integrity of the approved plans.

In April 2024, the City approved the first amendment to m6’s contract in the amount of \$27,730, which was approved by the City Manager. Per Section 4.B of the Agreement, the City Manager may approve additional work up to 10% of the Agreement amount. The additional services included Worker’s Environmental Awareness Program (WEAP) training, and rebidding design services, which included value engineering. With Amendment 1, the total contract amount was \$518,668.

The Project is currently under construction with pile drilling and undergrounding utilities. The soils encountered during these activities have been continuous hard rock through approximately half the drilling areas. This site condition of hard rock is unanticipated site condition changes, requiring additional geotechnical observations and field inspections for the Project. Additionally, construction potholing data along Agoura Road shows that

revisions to underground utilities, such as storm drain design, are required, due to unforeseen site conditions.

Due to these project site condition changes, m6 is requesting additional compensation for increased construction engineering services and to cover the costs for additional geotechnical and field observation services provided by their subconsultant NV5 during the extended period of construction of hard rock drilling. Based on Section 4 of the Agreement, any additional compensation over 10% of the contract amount requires approval by the City Council. In order for m6 to continue to provide construction engineering services, geotechnical observations and inspections for drilling efforts for the Project, staff is seeking approval of a second amendment to the Agreement to allow for an additional \$107,015 to the existing contract for a revised total Agreement of \$625,683.

The scope of work and all other terms and conditions of the Agreement are not expected to change and remain the same as previously approved.

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

## **FISCAL IMPACT**

The Project is fully funded through a combination of State Earmark dollars awarded by former Assemblymember Bloom and the Los Angeles County Metropolitan Transit Authority (Measure R and M Funds) approved by the Las Virgenes-Malibu Council of Governments.

There is no fiscal impact to the City's General Fund from the second amendment to the Agreement with m6.

## **RECOMMENDATION**

Staff respectfully recommends the City Council approve the Second Amendment to the Agreement for Design Professional Consultant Services with m6 Consulting, Inc. for construction engineering services related to the Ladyface Greenway Project.

Attachment: Second Amendment to Agreement for Design Professional Consultant Services

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

NAME OF CONSULTANT:	m6 Consulting, Inc.
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Attn: Robert Woodward, PE
CONSULTANT'S ADDRESS:	893 Patriot Drive, Unit E Moorpark, CA 93021
CITY'S ADDRESS:	City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attn: City Manager
PREPARED BY:	Charmaine Yambao
COMMENCEMENT DATE:	July 1, 2024
TERMINATION DATE:	June 30, 2026
CONSIDERATION:	Amendment Amount: \$107,015.00  Total Contract Price Not to Exceed: \$ 625,683.00 /yr  (1 <sup>st</sup> Amendment of \$27,730.00 increased Original contract of \$490,938.00 to \$518,668.00; 2 <sup>nd</sup> Amendment of \$107,015.00 increased contract to \$625,683.00)

**SECOND AMENDMENT TO AGREEMENT BETWEEN  
CITY OF AGOURA HILLS AND m6 CONSULTING, INC.**

**Ladyface Greenway Project**

THIS SECOND AMENDMENT is made and entered into as of June 11, 2025 by and between the City of Agoura Hills, a municipal corporation (hereinafter referred to as "City"), and m6 Consulting, Inc., a Corporation (hereinafter referred to as "Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

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

a. On September 13, 2023 the City and Consultant entered into that certain Agreement entitled "Agreement for Design Professional Consultant Services," in the amount of Four Hundred Ninety Thousand Nine Hundred Thirty-Eight Dollars and Zero Cents (\$490,938.00).

b. On April 5, 2024, the City and Consultant entered into the First Amendment to that certain Agreement entitled "Agreement for Design Professional Consultant Services," to add scope of work and to increase the payment in the amount of Twenty-Seven Thousand Seven Hundred Thirty Dollars and Zero Cents (\$27,730.00).

c. The parties now desire to increase the payment in the amount of One Hundred Seven Thousand Fifteen Dollars and Zero Cents (\$107,015.00), and to amend the Agreement as set forth in this Amendment.

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

"The City agrees to pay Consultant monthly, in accordance with the payment rates and schedules and terms set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B, other than the payment rates and schedule of payment, are null and void. The Second Amendment amount shall not exceed One Hundred Seven Thousand Fifteen Dollars and Zero Cents (\$107,015.00), for a total Agreement amount of Six Hundred Twenty-Five Thousand Six Hundred Eight-Three Dollars and Zero Cents (\$625,683.00)."

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

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



Penny Sylvester,  
Mayor

Kimberly M. Rodrigues, MMC  
City Clerk  
*Date Approved by City Council:* \_\_\_\_\_

Candice K. Lee,  
City Attorney

m6 Consulting, Inc.  
893 Patriot Drive, Unit E, Moorpark, CA  
93021  
Robert Woodward, PE  
805-379-1015  
robert@m6consultinginc.com

Title: Principal

A0130-CCMYR-2025AMD

## **REPORT TO CITY COUNCIL**

**DATE: JUNE 11, 2025**

**TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

**FROM: NATHAN HAMBURGER, CITY MANAGER**

**BY: LOUIS CELAYA, DEPUTY CITY MANAGER  
RAMIRO ADEVA, ASSISTANT CITY MANAGER**

**SUBJECT: APPROVAL OF AGREEMENT FOR CONTRACTOR SERVICES WITH  
SOLID WASTE SOLUTIONS, INC., FOR ONGOING 2025-26  
RECYCLING AND SOLID WASTE PROGRAM CONSULTING  
SERVICES**

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The City of Agoura Hills has utilized a solid waste consultant to assist with the many solid waste programs and services required to comply with various mandates from CalRecycle for solid waste diversion from local landfills. In June 2023, the City Council approved a two-year agreement with Solid Waste Solutions Inc. (SWS) for solid waste and consulting services. SWS has been a valued part of the solid waste administrative team, consistently providing exceptional services to the City and helping it demonstrate its continued compliance with all solid waste mandates passed by the State of California.

SWS continues to be instrumental and a key role player in the City's solid waste programs, assisting in developing and rolling out SB 1383 implementation programs, conducting the extensive mandated program reporting and tracking now required from municipalities, and recently was instrumental in helping prepare and roll-out of the City's Reusable Foodware and Foodware Accessories Regulations Ordinance (Plastics). SWS has also provided critical assistance in the prior negotiations of the City's residential solid waste franchise agreement with WM. SWS's current agreement is scheduled to terminate on June 30, 2025. Staff is seeking the City Council's approval of the contractor's agreement with SWS for continued consulting services to administer and implement the City's various solid waste and recycling programs under the direction of City staff.

The 2025-26 agreement provides work to be performed on a time-and-materials basis, for a not-to-exceed fee of \$86,450 per year. The agreement also includes a one-year optional extension to conclude the contract on June 30, 2027, at the same proposed rates. For the 2025-26 agreement, SWS has included an estimated additional budget of \$20,000 to assist with either a re-negotiation of the residential franchise agreement or the preparation of a request for proposal (RFP) for residential franchise solid waste collection services. This was identified during the Fiscal Year 2025-26 Goal Setting

Workshop as a task to explore for the upcoming Fiscal Year. A request of eleven percent is being made for the standard contractual agreement. The basis for the adjustment is costs associated with the cost of living for staffing, continued increases to corporate liability, auto, and errors and omissions insurance incurred by the company. SWS has also not requested an increase in the rates since 2023. Staff believes the proposed billing rate is fair, as continued compliance, the additional reporting being mandated under SB 1383 implementation tracking for collecting organics within the residential sector, and the other new program requirements mandated by CalRecycle.

SWS continues to provide the same exceptional service and has been instrumental in helping the City improve its overall waste diversion percentage and navigate the City through the new CalRecycle requirements and solid waste mandates from the State. Past accomplishments include continued monitoring of compliance of the City's residential franchise agreement, assistance with the implementation of SB 1383 organic's ordinance, implementation and tracking of the Tier 1 and Tier 2 business edible food recovery compliance, preparation of the City's annual solid waste program report to CalRecycle, general public inquiry assistance on recycling and proper disposal of hazardous waste, and development of the City's Reusable Foodware and Foodware Accessories Regulations Ordinance (Plastics). SWS also closely monitors legislation that may impact the City's overall diversion requirements and solid waste programs.

A locally-based company (Thousand Oaks, CA), SWS is very familiar with the solid waste activities in the Las Virgenes/Conejo Valley region. Kimberly Nilsson and staff are knowledgeable and well-respected in the solid waste community. As modifications to recycling and solid waste programs continue to be mandated by State law, SWS ensures the City complies with all necessary regulations. Some of the tasks that SWS will conduct and continue to provide include, but are not limited to, the following:

- Continue monitoring of the AB 341 implementation - Mandatory Commercial Recycling Program, from CalRecycle
- Continue monitoring of the AB 1826 implementation - Organic Recycling Program, from CalRecycle
- Continue to assist with monitoring of SB 1383 implementation, from CalRecycle
  - Edible food recovery implementation and enforcement
  - Assist with continued LA County Food Capacity surveys
  - Enforcement of SB 1383
- Assist with all aspects of compliance with the residential franchise agreement with WM
- Assist with the City's Construction and Demolition Program
- Franchise and permitted hauler annual disposal and diversion report preparation
- Assist with grant funding from both the CalRecycle Used Oil Payment Program (OPP), SB 1383 Implementation Grants
- Continue with the preparation of the City's Annual Solid Waste Report to CalRecycle

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

### **FISCAL IMPACT**

The agreement amount has been budgeted for the 2025-26 Fiscal Year in the amount of \$85,000 with the option year funding earmarked for the Fiscal Year 2026-27 Budget. Funding will be allocated from the Solid Waste Management Fund (520-4395-5520).

### **RECOMMENDATION**

Staff recommends the City Council approve the Agreement for Contractor Services with Solid Waste Solutions Inc., for Ongoing Recycling and Solid Waste Program Consulting Services in the not-to-exceed amount of \$86,450 per year.

Attachment: Agreement for Consultant Services with Exhibits A-B  
Solid Waste Solutions, Inc. – March 10, 2025, Proposal

**AGREEMENT FOR CONTRACTOR SERVICES  
WITH THE CITY OF AGOURA HILLS**

NAME OF CONTRACTOR:	Solid Waste Solutions, Inc.
RESPONSIBLE PRINCIPAL OF CONTRACTOR:	Attn: Kimberly Nilsson
CONTRACTOR'S ADDRESS:	25 W. Rolling Oaks Dr. Ste. 201 Thousand Oaks, CA 91361
CITY'S ADDRESS:	City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attn: City Manager
PREPARED BY:	Louis Celaya
COMMENCEMENT DATE:	July 1, 2025
TERMINATION DATE:	June 30, 2026
CONSIDERATION:	Agreement Price: Not to Exceed: \$86,450

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

Unforeseen or unanticipated service needs

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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 SOLID WASTE  
SOLUTIONS, INC.**

**THIS AGREEMENT** is made and effective as of July 1, 2025, between the City of Agoura Hills, a municipal corporation ("City") and Solid Waste Solutions, Inc. ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

**1. TERM**

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

**2. SERVICES**

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

**3. PERFORMANCE**

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

**4. PREVAILING WAGES**

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

B. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute by this Contractor from the Director of the Department of Industrial Relations. Copies may be obtained from the California Department of Industrial Relations Internet website at <http://www.dir.ca.gov>. Contractor shall provide a copy of prevailing wage rates to any staff or subcontractor hired, and shall

pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Contractor shall forfeit to the City, as a penalty, the sum of \$50.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Agreement, by him or by any subcontractor under him, in violation of the provisions of the Agreement.

## **5. PAYMENT**

A. The City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B other than the payment rates and schedule of payment are null and void. This amount shall not exceed Eighty Six Thousand Four Hundred Fifty Dollars and Zero Cents (\$86,450.00) ("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.

## **6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

A. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such

suspension or termination shall not make void or invalidate the remainder of this Agreement.

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

## **7. DEFAULT OF CONTRACTOR**

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

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

## **8. OWNERSHIP OF DOCUMENTS**

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

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall



become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Contractor. With respect to computer files containing data generated for the work, Contractor shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

## **9. INDEMNIFICATION**

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

## **10. INSURANCE REQUIREMENTS**

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

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

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

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

3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Contractor has no employees while

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

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

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

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

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

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

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

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

1) The City, its officers, officials, employees and volunteers are to be covered and named as additional insureds in respect to: liability arising out of activities performed by or on behalf of the Contractor; products 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.

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

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

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

## **11. INDEPENDENT CONTRACTOR**

A. Contractor is and shall at all times remain as to the City a wholly independent Contractor. The personnel performing the services and tasks under this

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

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

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

any claims to, any wages, salaries, compensation, benefit, or any incident of employment by City, including, but not limited to, eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") as a City employee, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits.

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

## **12. PERS COMPLIANCE AND INDEMNIFICATION**

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

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

## **13. LEGAL RESPONSIBILITIES**

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

shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this section.

#### **14. RELEASE OF INFORMATION**

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

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

#### **15. NOTICES**

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

To City:

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

To Contractor: Solid Waste Solutions Inc.  
25 W. Rolling Oaks Dr., Ste. 201  
Thousand Oaks, CA 91361  
Attention: Kimberly Nilsson

**16. ASSIGNMENT**

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

**17. LICENSES**

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

**18. GOVERNING LAW**

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

**19. PROHIBITED INTEREST**

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

**20. EXHIBITS**

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

**21. ENTIRE AGREEMENT**

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

**22. AMENDMENT OF AGREEMENT**

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

**23. AUTHORITY TO EXECUTE THIS AGREEMENT**

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

**24. COUNTERPARTS**

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



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

**CITY OF AGOURA HILLS**

\_\_\_\_\_  
Penny Sylvester,  
Mayor

ATTEST:

\_\_\_\_\_  
Kimberly M. Rodrigues, MMC  
City Clerk

*Date Approved by City Council:* \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Candice K. Lee,  
City Attorney

**CONTRACTOR**

Solid Waste Solutions, Inc.  
25 W. Rolling Oaks Dr., Ste. 201  
Kimberly Nilsson  
(805) 495-7521  
kim@sws-inc.com

Signed by:  
By:   
Name:  Kimberly Nilsson  
Title: President

DocuSigned by:  
By:   
Name:  Lars Nilsson  
Title: Vice President

**[Signatures of Two Corporate Officers Required]**

## EXHIBIT A

### TASKS TO BE PERFORMED

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

Contractor will provide on-call solid waste services to the City. Service shall include, but not limited to the following:

- Item 1-1; Preparation of the CalRecycle Annual Report as required by the State
- Item 1-2; Household Hazardous Waste Program Coordination (incl., Calrecycle Form 303)
- Item 1-3; Solid Waste Permit Coordination
- Item 1-4; Solid Waste Franchise Agreement Coordination
- Item 1-5; Program Development for the Implementation and Reporting of AB 341, AB 1826 and SB 1383 compliance
- Item 1-6; Grant Coordination
- Item 1-7; Franchise Agreement: Negotiation/Re-statement or Request for Proposal (Negotiate a re-stated or new franchise agreement for Residential and Multi-Family Solid Waste Service or Prepare and assist with Request for Proposal for Residential and Multi-Family Solid Waste Service)

See proposal for additional details related to task items

## EXHIBIT B

### PAYMENT RATES AND SCHEDULE

Contractor shall submit monthly invoice to City with detailed accounting by task and amount expended per task, and remaining balance. All reimbursable expenses shall be itemized and submitted to the City for approval. City shall make payment to Contractor within 30 days. The work outlined in scope of services, Exhibit A, shall be provided on an hourly, time and materials basis, as listed below, with a fee not to exceed \$86,450.00.

#### Schedule of Hourly Billing Rates

<b>Professional Staff</b>	<b>Hourly Rate</b>
Project Management:	\$133.00/hr.
Senior Manager/Computer Programming/Database Development/Management	\$174.00/hr.
Principal	\$199.00/hr.
Travel:	Actual Costs
2025 IRS Mileage Reimbursement	\$0.70/mile

All hourly rates are effective for 12 months after the date of the proposal or contract execution.

## **REPORT TO CITY COUNCIL**

**DATE: JUNE 11, 2025**

**TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

**FROM: NATHAN HAMBURGER, CITY MANAGER**

**BY: LOUIS CELAYA, DEPUTY CITY MANAGER**

**SUBJECT: ADOPT RESOLUTION NO, 25-2103, OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, TERMINATING THE EMERGENCY ACTION REQUIRING EMERGENCY ROOF REPAIR TO BE PERFORMED AT THE AGOURA HILL CIVIC CENTER AND RESOLUTION NO. 25-2099**

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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. The City Council has extended Emergency Resolution No. 25-2099 twice, at their May 14, 2025, and May 28, 2025 meetings.

The emergency interior and exterior repairs (roof) have been completed, and the emergency condition is no longer present.

### **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 adoption of Resolution No. 25-2103, of the City Council of the City Of Agoura Hills, California, Terminating the Emergency Action Requiring Emergency Roof Repair to be Performed at the Agoura Hill Civic Center and Resolution No. 25-2099

Attachment: Resolution No. 25-2103

## **RESOLUTION NO. 25-2103**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, TERMINATING THE EMERGENCY ACTION REQUIRING EMERGENCY ROOF REPAIR TO BE PERFORMED AT THE AGOURA HILLS CIVIC CENTER AND RESOLUTION NO. 25-2099**

The City Council of the City of Agoura Hills hereby finds, determines and orders as follows:

**Section 1.** The City of Agoura Hills previously identified that the Agoura Hills Civic Center roof was 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 was 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, in adopting Resolution 25-2099, the City Council found that an emergency situation existed and declared that the public interest and necessity demanded 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 found that the emergency could not permit a delay resulting from a competitive solicitation for bids, and the action was necessary to respond to the emergency.

**Section 4.** On May 30, 2025, the work associated with the emergency repairs resulting from the Civic Center roof damage was completed.

**Section 5.** Therefore, the City Council of the City of Agoura Hills, California, hereby terminates the emergency action related to the Civic Center roof-related repairs.

**Section 6.** The City Clerk shall certify the passage and adoption of this Resolution.

**PASSED, APPROVED, AND ADOPTED** this 11<sup>th</sup> day of June, 2025, by the following vote to wit:

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

\_\_\_\_\_  
Penny Sylvester, Mayor

ATTEST:

\_\_\_\_\_  
Kimberly M. Rodrigues, City Clerk

## REPORT TO CITY COUNCIL

**DATE:** JUNE 11, 2025

**TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

**FROM:** NATHAN HAMBURGER, CITY MANAGER

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

**SUBJECT:** CONDUCT A PUBLIC HEARING ON VACANCIES, RECRUITMENT, AND RETENTION EFFORTS RELATING TO ASSEMBLY BILL 2561

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Assembly Bill 2561 (AB 2561), enacted in California in 2024 and effective January 1, 2025, addresses the issue of staffing shortages in local public agencies by promoting transparency and accountability in workforce management.

AB 2561 aims to ensure that local public agencies proactively address staffing challenges by fostering transparency, encouraging employee engagement, and facilitating informed decision-making to enhance public service delivery.

AB 2561 acknowledges that high vacancy rates can lead to increased workloads, employee burnout, and diminished public service delivery. It emphasizes the importance of public access to information regarding agency employment practice.

AB 2561's key provisions include:

**1. Requirement for annual public hearings**

- As part of the public hearing process an email was sent to all employees two weeks prior to this meeting, inviting them to attend the meeting and raise any questions or concerns they may have regarding the City's recruiting practices and vacancies.

**2. Enhanced reporting for high vacancy rates for agencies who have vacancies equal to or exceeding 20% of its authorized full-time positions.**

- The reporting should occur during a public hearing and should include:
- The number of vacancies within the bargaining unit.
- The number of applicants received for these positions.

### FISCAL IMPACT

There is no direct financial impact to the City Council approved Fiscal Year 2024-25 budget associated with conducting a public hearing. However, addressing recruitment

and retention issues could involve future budgeting considerations, which would be presented to the City Council, as necessary.

## **RECOMMENDATION**

Staff respectfully recommends the City Council conduct a public hearing on the vacancies, recruitment, and retention efforts relating to Assembly Bill AB 2561. This hearing will provide an opportunity for the City Council to assess the challenges and opportunities presented by the bill, gather public input, and determine necessary actions to align the City's workforce policies with the new legislative requirements.



## REPORT TO CITY COUNCIL

**DATE: JUNE 11, 2025**

**TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

**FROM: NATHAN HAMBURGER, CITY MANAGER**

**BY: DENICE THOMAS, COMMUNITY DEVELOPMENT DIRECTOR**

**SUBJECT: CONDUCT A PUBLIC HEARING, WAIVE FULL READING, AND INTRODUCE ORDINANCE NO. 25-478; AN ORDINANCE OF THE CITY COUNCIL OF AGOURA HILLS, CALIFORNIA, AMENDING SECTION 2803 OF THE AGOURA HILLS MUNICIPAL CODE TO CHANGE THE PLANNING COMMISSION MEETING TIME FROM 6:30 P.M. TO 6:00 P.M. AND MAKING A DETERMINATION OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**

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The purpose of this item is to request an amendment to the Agoura Hills Municipal Code (AHMC). Section 2803. – Meetings (AHMC §2803) states, “Regular meetings of the planning commission shall be held on the first and third [Thursday] of each calendar month, at the hour of 6:30 p.m.” The item seeks to change the start time to begin at 6:00 p.m., consistent with the City Council start time. On May 1, 2025, at a regular meeting of the Planning Commission, this item was agendaized for a discussion. The Planning Commission supported the time change citing consistency with City Council meeting times and the benefit of beginning earlier which could allow discussions for complex items to occur earlier in the evening as the basis for support.

The textual change shown here in legislative, strike-through and underlined text is as follows: “Regular meetings of the planning commission shall be held on the first and third [Thursday] of each calendar month, at the hour of ~~6:30 p.m.~~ 6:00 p.m.”.

The Project is a project under the California Environmental Quality Act (CEQA) because it is an activity directly undertaken by the City to amend the municipal code of ordinances which requires discretionary review by the City Council. The project has been reviewed in accordance with the CEQA Guidelines. The project has been found to be categorically exempt pursuant to Section 15061(b)(3) of the CEQA Guidelines which states, “A project is exempt from CEQA if the activity is covered by the common sense exemption that CEQA applies only to projects, which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.” The item seeks to change the time of day the Planning Commission meets to conduct business. The requested textual

change to the AHMC would have no impact on the environment. Therefore, the project is exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.

### **FISCAL IMPACT**

Approving the proposed amendment will not impact the adopted 2024-25 Budget; there are no physical improvements or consulting fees associated with the item.

### **RECOMMENDATION**

Staff respectfully recommends the City Council conduct a public hearing, waive full reading, and introduce Ordinance No. 25-478, amending section 2803 (Meetings), Part 1 (Planning Commission), Article II (Administration) of the Agoura Hills Municipal Code to change the planning commission start time from 6:30 p.m. the first and third Thursdays of the month to 6:00 p.m. the first and third Thursdays of the month and to make a finding of exemption under the California Environmental Quality Act.

Attachment: Ordinance No. 25-478

ATTACHMENT A: Ordinance No. 25-478

## **ORDINANCE NO. 25-478**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, AMENDING SECTION 2803 (MEETINGS) OF PART 1 (PLANNING COMMISSION) OF CHAPTER 8 (COMMISSIONS, DEPARTMENTS, AND BOARDS) OF ARTICLE II (ADMINISTRATION) OF THE AGOURA HILLS MUNICIPAL CODE TO CHANGE THE PLANNING COMMISSION REGULAR MEETING TIME FROM 6:30 P.M. TO 6:00 P.M. AND MAKING A DETERMINATION OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**

**WHEREAS**, on June 11, 2025, the City Council of the City of Agoura Hills conducted and concluded a duly noticed public hearing concerning the Ordinance as required by law.

**WHEREAS**, at the public hearing on June 11, 2025, the City Council received testimony from City staff and all interested parties regarding the proposed amendments.

**WHEREAS**, all legal prerequisites to the adoption of the Ordinance have occurred.

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

**Section 1.** The facts set forth in the recitals of this Ordinance are true and correct.

**Section 2.** Pursuant to the California Environmental Quality Act ("CEQA"), and the City's local CEQA Guidelines, City staff has determined that this Ordinance (the "project") is covered by the general rule that CEQA applies only to projects that have the potential to cause a significant effect on the environment. City staff found that there is no possible significant effect related to the project since the Ordinance proposes to amend the start time for Planning Commission regular meetings. The administrative changes included in the Ordinance will not contribute to any physical changes to the environment; therefore, the project would not result in significant impacts to the environment. No further action is required under CEQA pursuant to Section 15061(b)(3) of the State CEQA Guidelines (14 CCR § 15061(b)(3)). The City Council has reviewed the project, and based upon the whole record before it, in the exercise of its independent judgment and analysis, finds that City staff has correctly concluded that it can be seen with certainty that there is no possibility the proposed Ordinance may have a significant effect on the environment.

**Section 3.** Section 2803 (Meetings) of Part 1 (Planning Commission) of Chapter 8 (Commissions, Departments, and Boards) of Article II (Administration) of the Agoura Hills Municipal Code is hereby amended in its entirety to read as follows:

"2803. Meetings.

Regular meetings of the planning commission shall be held on the first and third Thursday of each calendar month, at the hour of 6:30 6:00 p.m."

**Section 4. Severability Clause.** If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance or its application to any person or circumstances, is for any reason held to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council declares that it would have adopted each section, subsections, subdivision, paragraph, sentence, clause, phrase hereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

**Section 5.** Any and all additional references to the time of regular meetings of the Planning Commission in the Municipal Code or other official City documents and publications shall be changed to reflect the new starting hour of 6:00 pm. following the effective date of this Ordinance. The City Manager or his designee are hereby directed to cause such time change to be made and to publicize the time change to the community.

**Section 6. Effective Date.** This Ordinance shall take effect thirty (30) days after passage.

**Section 7. Certification.** The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same or a summary thereof to be published and posted in the manner required by law.

**PASSED, APPROVED, AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2025, by the following vote to wit:

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

\_\_\_\_\_  
Penny Sylvester, Mayor

ATTEST:

\_\_\_\_\_  
Kimberly M. Rodrigues, MMC, City Clerk

APPROVED AS TO FORM:

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Candice K. Lee, City Attorney