

CALL AND NOTICE OF SPECIAL MEETING

AGENDA
SPECIAL MEETING - FY 2015-2016 BUDGET WORKSHOP
AGOURA HILLS CITY COUNCIL
Civic Center – Community Room
30001 Ladyface Court, Agoura Hills, CA 91301
Wednesday, June 10, 2015
4:00 p.m.

In compliance with the Americans with Disabilities Act, individuals with a disability who plan to attend or otherwise participate in this meeting and who may require any accommodation should contact the City Clerk's Office at least 48 hours before the meeting either in person at City Hall or by telephone at (818) 597-7303

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

CALL TO ORDER

FLAG SALUTE

ROLL CALL

Mayor Illece Buckley Weber
Mayor Pro Tem Harry Schwarz
Councilmember John M. Edelston
Councilmember William D. Koehler
Councilmember Denis Weber

APPROVAL OF AGENDA

DISCUSSION

*(The City Council will provide an opportunity for the public to comment on the following item. Persons wishing to speak should submit a "Speaker's Card" to the City Clerk and limit testimony to **3 minutes**.)*

1. Discussion of Proposed FY 2015-2016 City Budget

STAFF REFERENCE:

CITY MANAGER RAMIREZ

CITY COUNCIL, STAFF COMMENTS

ADJOURN to 6:00 p.m., Wednesday, June 10, 2015, to a Regular Meeting of the City Council in the Council Chambers of the Civic Center located at 30001 Ladyface Court, Agoura Hills.

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry, no matter how small, should be recorded to ensure the integrity of the financial statements. The text also highlights the need for regular audits to detect any discrepancies or errors early on.

Furthermore, it outlines the various methods used to collect and analyze data, including interviews, surveys, and focus groups. Each method has its own strengths and limitations, and the choice of method depends on the specific research objectives and the nature of the data being collected.

The second part of the document provides a detailed overview of the data analysis process. It starts with the identification of key variables and the formulation of hypotheses. This is followed by the selection of appropriate statistical tests and the calculation of test statistics. The results are then interpreted in the context of the research questions, and conclusions are drawn based on the evidence.

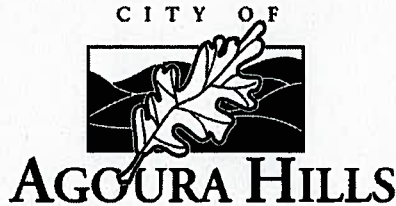
Finally, the document discusses the importance of reporting the findings in a clear and concise manner. It provides guidelines on how to structure the report, including the use of tables and figures to present complex data. The goal is to ensure that the research findings are easily understood and can be used to inform decision-making.

The third part of the document focuses on the practical aspects of conducting research. It covers topics such as budgeting, scheduling, and managing resources. It also discusses the importance of maintaining a good working relationship with the research team and the participants.

In addition, it provides a checklist of common pitfalls to avoid, such as poor planning, lack of communication, and inadequate data collection. By following these guidelines, researchers can increase the efficiency and effectiveness of their research projects.

The final part of the document offers some concluding thoughts on the research process. It emphasizes that research is a continuous and iterative process, and that researchers should be open to new ideas and feedback. It also encourages researchers to stay up-to-date on the latest developments in their field and to share their findings with the academic community.

NOTICE OF CANCELLATION
AND RESCHEDULE



SPECIAL MEETING – CLOSED SESSION
AGOURA HILLS CITY COUNCIL
30001 Ladyface Court, Agoura Hills, California 91301
June 10, 2015 - 5:00 p.m.

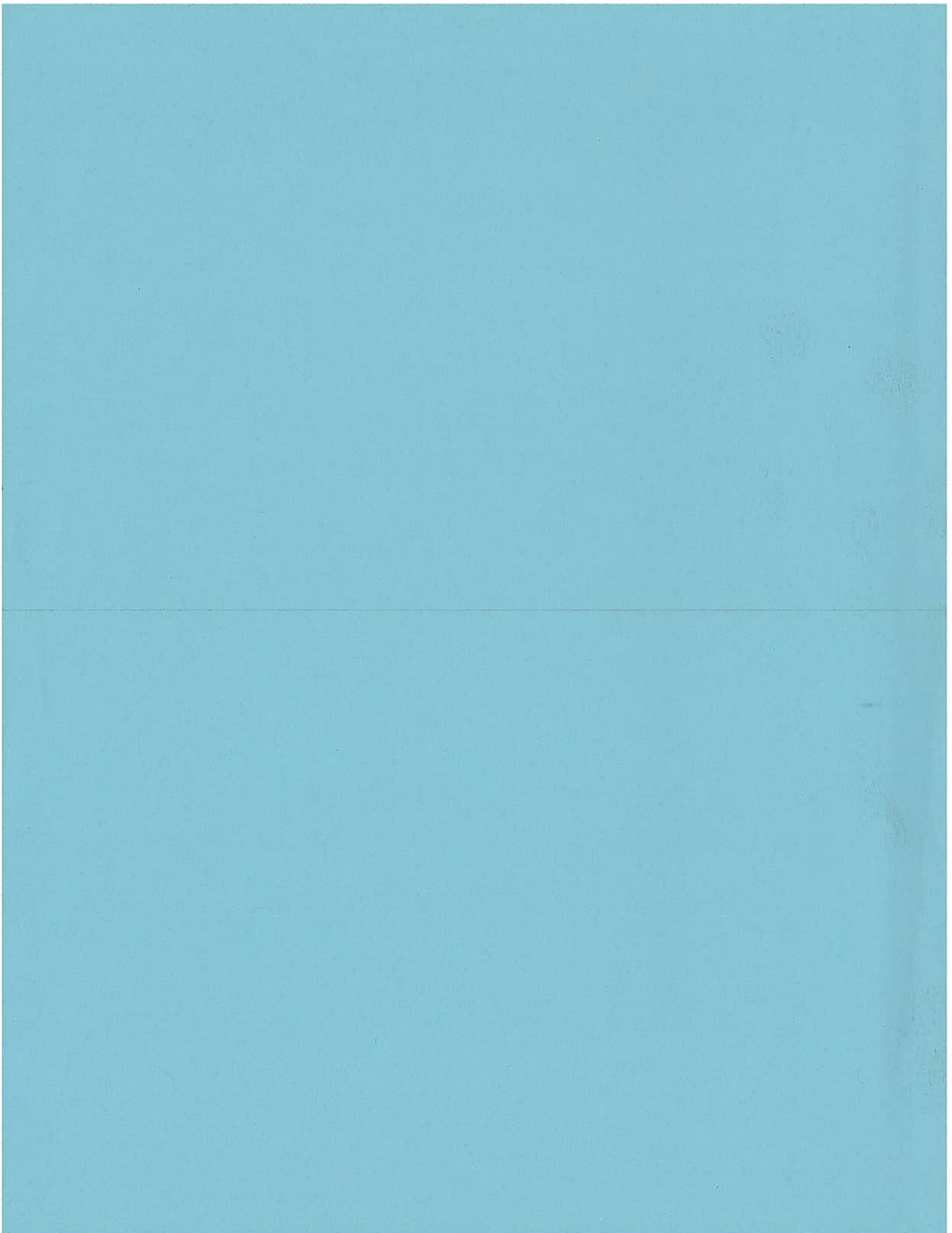
The Closed Session of the Agoura Hills City Council, scheduled for Wednesday, June 10, 2015, at 5:00 p.m., is hereby canceled and rescheduled to Wednesday, June 10, 2015, at 6:15 p.m., or as soon thereafter, following the Agoura Hills Regular City Council Meeting.

CANCEL/RESCHEDULE

Dated: June 5, 2015

A handwritten signature in blue ink, appearing to read "K. Rodrigues".

Kimberly M. Rodrigues, MMC
City Clerk



CALL AND NOTICE OF SPECIAL MEETING

AGENDA

SPECIAL MEETING – CLOSED SESSION

AGOURA HILLS CITY COUNCIL

Civic Center – Council Chambers

30001 Ladyface Court, Agoura Hills, California 91301

Wednesday, June 10, 2015

6:15 P.M.

or as soon thereafter,

following the Agoura Hills City Council Meeting

In compliance with the Americans with Disabilities Act, individuals with a disability who plan to attend or otherwise participate in this meeting and who may require any accommodation should contact the City Clerk's Office at least 48 hours before the meeting either in person at City Hall or by telephone at (818) 597-7303

CALL TO ORDER

ROLL CALL

Mayor Illece Buckley Weber
Mayor Pro Tem Harry Schwarz
Councilmember John M. Edelston
Councilmember William D. Koehler
Councilmember Denis Weber

PUBLIC COMMENTS

*(This section is reserved for persons wishing to speak on items listed on the Agenda. Please submit a "Speaker's Card" and limit testimony to **3 minutes**.)*

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

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry, no matter how small, should be recorded to ensure the integrity of the financial data. This includes not only sales and purchases but also expenses and income. The text explains that proper record-keeping is essential for identifying trends, managing cash flow, and preparing for tax obligations. It also notes that clear records can help in resolving any disputes or discrepancies that may arise over time.

In addition to record-keeping, the document highlights the need for regular reconciliation. This process involves comparing the internal records with external statements, such as bank statements or supplier invoices, to ensure that all entries are correct and up-to-date. Reconciliation helps in catching errors early and prevents them from compounding. The text also discusses the importance of having a clear system for organizing and storing these records, whether physically or digitally. It suggests that a consistent and logical filing system can make it much easier to locate and review information when needed.

Finally, the document stresses the importance of staying organized and disciplined in financial management. It encourages the reader to establish a routine for reviewing and updating records, and to seek professional advice when necessary. By following these guidelines, the reader can ensure that their financial affairs are well-managed and transparent.

AGENDA
REGULAR MEETING OF THE
AGOURA HILLS CITY COUNCIL
Civic Center – Council Chambers
30001 Ladyface Court, Agoura Hills, California 91301
Wednesday, June 10, 2015
6:00 P.M.

In compliance with the Americans with Disabilities Act, individuals with a disability who plan to attend or otherwise participate in this meeting and who may require any accommodation should contact the City Clerk's Office at least 48 hours before the meeting either in person at City Hall or by telephone at (818) 597-7303.

Assisted Listening is available in the Council Chambers. Prior to the meeting, please contact the City Clerk to arrange for use of a personal listening device.

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

Mayor Illece Buckley Weber
Mayor Pro Tem Harry Schwarz
Councilmember John M. Edelston
Councilmember William D. Koehler
Councilmember Denis Weber

REPORT OF CLOSED SESSION

APPROVAL OF AGENDA

PRESENTATIONS

INTERGOVERNMENTAL, SPECIAL PURPOSE COMMITTEE, & DEPARTMENTAL REPORTS

Greater Conejo Valley Chamber of Commerce Update
(City Council and Staff)

PUBLIC COMMENTS

*(This section is reserved for persons wishing to speak on items not listed on the Agenda. Please submit a "Speaker's Card" to the City Clerk and limit testimony to **three (3) minutes.**)*

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. Members of the public have a total of **three (3) minutes**, cumulatively, to address any/all items on the Consent Calendar.)*

1. Approve Minutes of the Regular City Council Meeting of May 13, 2015

STAFF REFERENCE: CITY CLERK RODRIGUES

2. Approve Minutes of the Regular City Council Meeting of May 27, 2015

STAFF REFERENCE: CITY CLERK RODRIGUES

3. Approve Demand Warrant Register No. 729

STAFF REFERENCE: DIRECTOR OF FINANCE PINUELAS

4. Approve Agreement for Consultant Services, with GI Industries/USA Waste of California, to Perform Used Oil and Household Hazardous Waste Collection Events

STAFF REFERENCE: DEPUTY CITY MANAGER CELAYA

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

STAFF REFERENCE: DEPUTY CITY MANAGER CELAYA

6. Approve Agreement for Consultant Services, with Willdan Engineering, for Professional Water Quality Services

STAFF REFERENCE: PUBLIC WORKS DIRECTOR/
CITY ENGINEER ADEVA

7. Approve Award of Contract for the Medea Creek Restoration Project; NIB 15-03

STAFF REFERENCE: PUBLIC WORKS DIRECTOR/
CITY ENGINEER ADEVA

8. Adopt the Following Resolutions for the November 3, 2015, General Municipal Election: **Resolution No. 15-1785**; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2015, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES; **Resolution No. 15-1786**; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, ADOPTING REGULATIONS FOR CANDI-

CONSENT CALENDAR, *continued* -

DATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATE STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2015; and **Resolution No. 15-1787**; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2015, WITH THE LAS VIRGENES UNIFIED SCHOOL DISTRICT ELECTION TO BE HELD ON SAID DATE AND TO RENDER SPECIFIED SERVICES TO THE CITY OF AGOURA HILLS, PURSUANT TO §10403 OF THE ELECTIONS CODE and Direct the City Clerk to File Signed Copies of the Resolutions with the Offices of the County of Los Angeles Board of Supervisors and the Registrar-Recorder/County Clerk, Election Planning and Coordination Section

STAFF REFERENCE: CITY CLERK/ELECTIONS OFFICIAL RODRIGUES

9. Adopt **Resolution No. 15-1788**; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, DECLARING THE INTENTION TO MODIFY THE MANAGEMENT DISTRICT PLAN OF THE CONEJO VALLEY TOURISM IMPROVEMENT DISTRICT, and Setting the Public Hearing Dates, for Consideration of the Modifications to the Assessment Fee, for July 8, 2015 and August 12, 2015

STAFF REFERENCE: ASSISTANT CITY MANAGER HAMBURGER

DISCUSSION/ACTION

10. Discussion Regarding the National Park Service's Rim of the Valley Corridor Special Resources Study

STAFF REFERENCE: ASSISTANT CITY MANAGER HAMBURGER
PRINCIPAL PLANNER COOK

CITY COUNCIL, STAFF COMMENTS

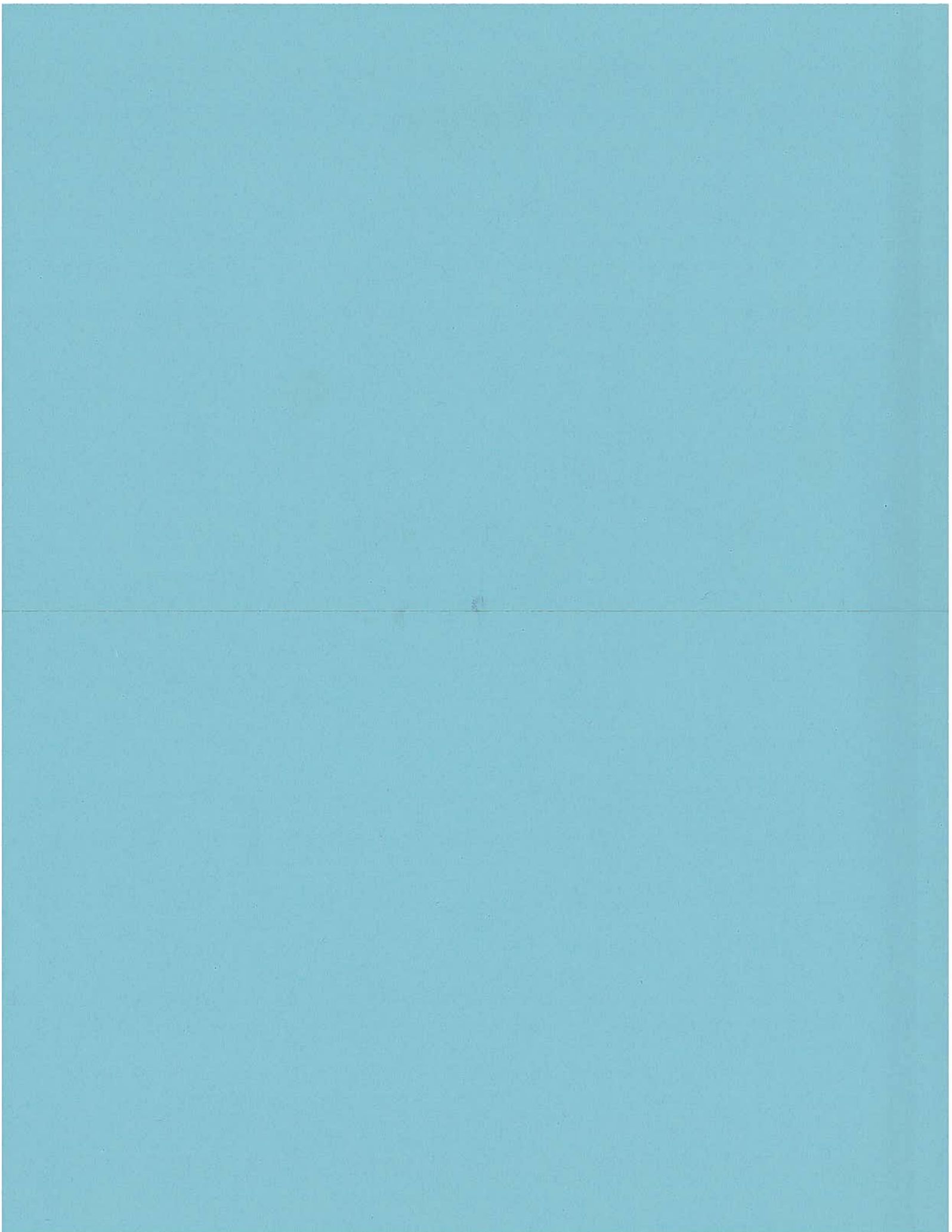
ADJOURN to the Special City Council Closed Session, immediately following the Regular City Council Meeting, and then to 6:00 p.m., **Tuesday, June 23, 2015**, for an Adjourned Regular Meeting of the City Council in the Council Chambers of the Civic Center, with a Closed Session at 5:00 p.m. The Civic Center is located at 30001 Ladyface Court, Agoura Hills, California.

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 www.ci.agoura-hills.ca.us and are on file and available for public inspection, during normal business hours, in the office of City Clerk Kimberly M. Rodrigues, Agoura Hills City Hall, 30001 Ladyface Court, Agoura Hills, California.

Any disclosable public records submitted to the City Council after the distribution of the Agenda packet (less than 72 hours prior to the meeting), relating to an item of business described in this Agenda, will be available for public inspection, during normal business hours, in the Office of the City Clerk.

Normal business hours are from 7:00 a.m. to 5:00 p.m., Monday through Thursday, and 7:00 a.m. to 4:00 p.m. on Friday. The City Hall general telephone number is (818) 597-7300.

The telecast of the June 10, 2015, Regular City Council Meeting will be shown on Channel 10 for Time Warner Cable subscribers, Channel 3 for Charter subscribers, and Channel 99 for AT&T U-Verse subscribers, beginning at 7:00 p.m. on Thursday, June 11, 2015, and running 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.



MINUTES
REGULAR MEETING OF THE
AGOURA HILLS CITY COUNCIL
Civic Center – Council Chambers
30001 Ladyface Court, Agoura Hills, California 91301
Wednesday, May 13, 2015
6:00 P.M.

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

Mayor Buckley Weber announced that Cub Scout Pack 227 was unable to attend the meeting and invited Councilmember Koehler to lead the Pledge of Allegiance.

Present were: Mayor Illece Buckley Weber, Councilmember William D. Koehler, and Councilmember Denis Weber.

Absent were: Mayor Pro Tem Harry Schwarz and Councilmember John M. Edelston.

Also Present were: City Manager Greg Ramirez, City Attorney Candice K. Lee, Deputy City Manager Louis Celaya, Director of Public Works/City Engineer Ramiro Adeva, Public Works Project Manager Kelly Fisher, Stormwater Consultant Joe Bellomo, Water Quality Master Plan Consultant Vik Bapna, Administrative Aide John Treichler, Building Official Amir Hamidzadeh, Director of Community Services Amy Brink, Director of Finance Christy Pinuelas, and City Clerk Kimberly M. Rodrigues.

REPORT OF CLOSED SESSION

There was no Closed Session.

APPROVAL OF AGENDA

ACTION: Councilmember Koehler moved to approve the Agenda. Councilmember Weber seconded. The motion carried 3-0, with Mayor Pro Tem Schwarz and Councilmember Edelston absent, by the following voice vote:

AYES: Mayor Buckley Weber and Councilmembers Koehler and Weber.

NOES: None.

ABSENT: Mayor Pro Tem Schwarz and Councilmember Edelston.

PRESENTATIONS

Mayor Buckley Weber presented a Proclamation, recognizing the 50th Anniversary of Agoura High School, to Principal Brian Mercer. Following a musical piece, Mayor Buckley Weber thanked and introduced Agoura High School Jazz A Combo: Brooke Poulan, Drums; Miranda Schwartz, Bass; Matt Kuperberg, Piano; Jeffrey King, Alto Sax; Sophia Papia, Tenor Sax; Jay Nelson, Baritone Sax; Oliver Littlehais, Trombone; and Music Director Bob Hackett.

Mayor Buckley Weber made an announcement that the representative, for the Lupus Awareness Month presentation, was unable to attend.

Mayor Buckley Weber, with the assistance of Community Services Director Amy Brink, presented Certificates of Appreciation to the Juvenile Intervention Team (J-Team): Dave Diestel; J.T. Manwell; Rudy Torrontegui; and Alicia Kohno (absent).

INTERGOVERNMENTAL, SPECIAL PURPOSE COMMITTEE, & DEPARTMENTAL REPORTS

Greater Conejo Valley Chamber of Commerce Manager of Government & Economic Affairs, Adam Haverstock, provided a Chamber update.

Public Works Director/City Engineer Ramiro Adeva provided an update on National Public Works Week.

PUBLIC COMMENTS

The following person(s) spoke:

Roger Pugliese, representing La Virgenes Homeowners Federation
Robert Hazard, Agoura Hills, representing the Disaster Response Team (DRT)

CONSENT CALENDAR

There were no public speakers.

ACTION: Councilmember Koehler moved to approve Consent Calendar Item Nos. 1-12, as presented. Councilmember Weber seconded. The motion carried 3-0, with Mayor Pro Tem Schwarz and Councilmember Edelston absent, by the following voice vote:

AYES: Mayor Buckley Weber and Councilmembers Koehler and Weber.

NOES: None.

ABSENT: Mayor Pro Tem Schwarz and Councilmember Edelston.

1. Approve Minutes of the Special City Council Goal-Setting Workshop of April 22, 2015
2. Approve Minutes of the Regular City Council Meeting of April 22, 2015
3. Approve Demand Warrant Register No. 727
4. Approve Amendment to City Council 2015 Meeting Schedule (June)
5. Approve Rejection of Claim for Damages – Derek Fong
6. Approve Agreement for Contractor Services, with Durham School Services, L.P., for the 2015 Summer Beach Bus Program
7. Approve Award of Agreement for Professional Consultant Services, with CWE, for Analysis and Site Evaluation of the County Yard Treatment Facility
8. Approve Award of Agreement for Contractor Services, with the City of Thousand Oaks, to Provide Paratransit Services (Dial-A-Ride)
9. Approve Award of Agreement for Consultant Services, with ECS Imaging, Inc., for Electronic Document Imaging (Scanning) and Indexing Services
10. Approve Final Parcel Map No. 73033 (Symphony Development)
11. Adopt **Resolution No. 15-1781**; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, DECLARING THE INTENTION TO MODIFY THE MANAGEMENT DISTRICT PLAN OF THE CONEJO VALLEY TOURISM IMPROVEMENT DISTRICT
12. Adopt **Resolution No. 15-1782**; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE INCORPORATED AREA OF THE CITY IN THE LOS ANGELES COUNTY ENERGY PROGRAM TO FINANCE DISTRIBUTED GENERATION RENEWABLE ENERGY SOURCES AND ENERGY AND WATER EFFICIENCY IMPROVEMENTS, APPROVING THE REPORT SETTING FORTH THE PARAMETERS OF THE REFERENCED PROGRAM AND CERTAIN MATTERS IN CONNECTION THEREWITH

RECESS AND RECONVENE

Mayor Buckley Weber thanked the Agoura High School Jazz A Combo for their performance and requested a brief recess to allow them to break down their set. The City Council recessed at 6:38 p.m. and reconvened at 6:40 p.m.

ORDINANCE/ACTION

13. Introduce, Read by Title Only, and Waive Further Reading of **Ordinance No. 15-416**; AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, AMENDING CHAPTER 5 OF ARTICLE V OF THE

AGOURA HILLS MUNICIPAL CODE (STORM WATER MANAGEMENT AND DISCHARGE CONTROL), TO INCLUDE LOW IMPACT DEVELOPMENT REQUIREMENTS AND ADDITIONAL REVISIONS PURSUANT TO THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT REQUIREMENTS FOR THE MUNICIPAL SEPARATE STORM SEWER SYSTEM

Following presentation of the staff report, Mayor Buckley Weber opened the floor for public comment.

There were no public speakers.

ACTION: Following deliberation, Councilmember Weber moved to introduce, read by title only, and waive further reading of **Ordinance No. 15-416**. Councilmember Koehler seconded. The motion carried 3-0, with Mayor Pro Tem Schwarz and Councilmember Edelston absent, by the following roll call vote:

AYES: Mayor Buckley Weber and Councilmembers Koehler and Weber.

NOES: None.

ABSENT: Mayor Pro Tem Schwarz and Councilmember Edelston.

DISCUSSION/ACTION

14. Consider the Approval of the Agoura Hills Water Quality Master Plan

Following presentation of the staff report, Mayor Buckley Weber opened the floor for public comment.

There were no public speakers.

ACTION: Councilmember Weber moved to approve the Agoura Hills Water Quality Management Plan. Councilmember Koehler seconded. The motion carried 3-0, with Mayor Pro Tem Schwarz and Councilmember Edelston absent, by the following voice vote:

AYES: Mayor Buckley Weber and Councilmembers Koehler and Weber.

NOES: None.

ABSENT: Mayor Pro Tem Schwarz and Councilmember Edelston.

15. Consider the Adoption of **Resolution No. 15-1783**; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, APPROVING A GREEN STREETS POLICY

Following presentation of the staff report, Mayor Buckley Weber opened the floor for public comment.

There were no public speakers.

ACTION: Councilmember Koehler moved to adopt **Resolution No. 15-1783**. Councilmember Weber seconded. The motion carried 3-0, with Mayor Pro Tem Schwarz and Councilmember Edelston absent, by the following voice vote:

AYES: Mayor Buckley Weber and Councilmembers Koehler and Weber.

NOES: None.

ABSENT: Mayor Pro Tem Schwarz and Councilmember Edelston.

CITY COUNCIL, STAFF COMMENTS

Mayor Buckley Weber spoke about the recent passing of former Agoura Hills Community Emergency Response Team (CERT) volunteer, Mr. Tom Delmore, and requested the meeting be adjourned in his memory.

ADJOURNMENT

ACTION: At 6:59 p.m., Councilmember Koehler moved to adjourn the meeting, in memory of Mr. Tom Delmore, to 6:00 p.m., Wednesday, May 27, 2015, for a Regular Meeting of the City Council in the Council Chambers of the Civic Center, with a Closed Session at 5:00 p.m. Councilmember Weber seconded. The motion carried 5-0, by the following voice vote:

AYES: Mayor Buckley Weber and Councilmembers Koehler and Weber.

NOES: None.

ABSENT: Mayor Pro Tem Schwarz and Councilmember Edelston.

The first part of the document discusses the importance of maintaining accurate records in a laboratory setting. It emphasizes the need for clear labeling and organization of samples and equipment. The text also covers the importance of safety protocols and the role of the laboratory manager in ensuring compliance with regulatory standards.

In the second section, the author details the various methods used for data collection and analysis. This includes the use of specialized software for data management and the application of statistical techniques to interpret the results. The text highlights the challenges associated with large datasets and the importance of data validation and quality control.

The third section focuses on the practical aspects of laboratory operations, such as the maintenance of equipment and the training of staff. It provides a comprehensive overview of the daily tasks involved in running a laboratory and the importance of continuous learning and professional development for all personnel.

The fourth section of the document addresses the ethical considerations and the role of the laboratory in society. It discusses the importance of transparency and the need for clear communication of findings to the public and other stakeholders. The text also touches upon the potential for misuse of laboratory data and the need for robust safeguards to prevent such occurrences.

In the final section, the author provides a summary of the key findings and offers recommendations for future research and practice. It emphasizes the need for ongoing collaboration and the sharing of knowledge within the scientific community to advance the field and improve the quality of laboratory work.

MINUTES
REGULAR MEETING OF THE
AGOURA HILLS CITY COUNCIL
Civic Center – Council Chambers
30001 Ladyface Court, Agoura Hills, California 91301
Wednesday, May 27, 2015
6:00 P.M.

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

The Pledge of Allegiance was led by Junior Girl Scout Troop 7836.

Present were: Mayor Illece Buckley Weber, Mayor Pro Tem Harry Schwarz, Councilmember John M. Edelston, and Councilmember William D. Koehler.

Absent were: Councilmember Denis Weber.

Also Present were: City Manager Greg Ramirez, Assistant City Manager Nathan Hamburger, Deputy City Manager Louis Celaya, Director of Public Works/City Engineer Ramiro Adeva, Administrative Aide John Treichler, Building Official Amir Hamidzadeh, Assistant Director of Planning and Community Development Doug Hooper, Recreation Manager Donna Conlin, Recreation Manager Zach Miller, and City Clerk Kimberly M. Rodrigues.

REPORT OF CLOSED SESSION

There was no Closed Session.

APPROVAL OF AGENDA

ACTION: Mayor Pro Tem Schwarz moved to approve the Agenda. Councilmember Koehler seconded. The motion carried 4-0, with Councilmember Weber absent, by the following voice vote:

AYES: Mayor Buckley Weber, Mayor Pro Tem Schwarz, and Councilmembers Edelston and Koehler.

NOES: None.

ABSENT: Councilmember Weber.

PRESENTATIONS

Mayor Buckley Weber presented a Proclamation, recognizing Relay for Life, to Relay for Life Representative Natasha Ramsey, and invited everyone to participate in the event.

Mayor Buckley Weber presented a Certificate of Recognition to Older American of the Year Recipient, Cindy Takayama.

INTERGOVERNMENTAL, SPECIAL PURPOSE COMMITTEE, & DEPARTMENTAL REPORTS

Community Services provided an update on the One City, One Book Program, announcing the book for the 2015 community read was "*The Mountain Story*" and introduced the author, Agoura Hills resident, Lori Lansens.

PUBLIC COMMENTS

The following person(s) spoke:

Jay Lieberman, representing the Las Virgenes Unified School District (LVUSD)

CONSENT CALENDAR

There were no public speakers.

As one Councilmember was absent and two would be abstaining from the vote, Mayor Buckley Weber requested Item No. 1, the Minutes, be pulled and postponed for consideration at the June 10, 2015, meeting.

ACTION: Councilmember Koehler moved to postpone Item No. 1 to June 10, 2015, and approve Consent Calendar Item Nos. 2-7, as presented. Councilmember Edelston seconded. The motion carried 4-0, with Councilmember Weber, by the following voice vote:

AYES: Mayor Buckley Weber, Mayor Pro Tem Schwarz, and Councilmembers Edelston and Koehler.

NOES: None.

ABSENT: Councilmember Weber.

1. Approve Minutes of the Regular City Council Meeting of May 13, 2015 – ***Item postponed to the June 10, 2015, Regular City Council Meeting.***
2. Approve Demand Warrant Register No. 728
3. Approve Treasurer's Investment Report for April 2015
4. Approve Rejection of Claim for Damages – John Guevarra
5. Approve Rejection of Claim for Damages – State Farm Insurance A/S/O Jennifer Moran

6. Adopt **Resolution No. 15-1784**; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT FOR THE 2015 COUNTYWIDE COMPETITIVE GRANT PROGRAM FOR AGOURA HILLS WATER QUALITY CATCH BASIN PROJECT AND APPROVES THE ADOPTION OF A YOUTH EMPLOYMENT PLAN

7. Adopt **Ordinance No. 15-416**; AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, AMENDING CHAPTER 5 OF ARTICLE V OF THE AGOURA HILLS MUNICIPAL CODE (STORM WATER MANAGEMENT AND DISCHARGE CONTROL), TO INCLUDE LOW IMPACT DEVELOPMENT REQUIREMENTS AND ADDITIONAL REVISIONS PURSUANT TO THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT REQUIREMENTS FOR THE MUNICIPAL SEPARATE STORM SEWER SYSTEM

DISCUSSION/ACTION

8. City of Agoura Hills Water Conservation Efforts and Las Virgenes Municipal Water District (LVMWD) Water Supply Update

LVMWD General Manager Dave Pedersen provided a Water Supply Update, followed by an Agoura Hills Water Conservation Efforts update by City staff.

Following presentation of the staff report, Mayor Buckley Weber opened the floor for public comment.

There were no public speakers.

The City Council provided feedback and direction to staff. No formal action was taken on this item.

CITY COUNCIL, STAFF COMMENTS

Councilmember Koehler spoke about the water issues affecting California, including other parts of the country, and encouraged everyone to conserve water.

ADJOURNMENT

ACTION: At 7:06 p.m., Mayor Pro Tem Schwarz moved to adjourn the meeting to 6:00 p.m., Wednesday, June 10, 2015, for a Regular Meeting of the City Council in the Council Chambers of the Civic Center, with a Closed Session at 5:00 p.m. Councilmember Edelston seconded. The motion carried 4-0, by the following voice vote:

AYES: Mayor Buckley Weber, Mayor Pro Tem Schwarz, and Councilmembers Edelston and Koehler.

NOES: None.

ABSENT: Councilmember Weber.

Kimberly M. Rodrigues, MPPA, MMC
City Clerk

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry, no matter how small, should be recorded to ensure the integrity of the financial data. This includes not only sales and purchases but also expenses and income. The text suggests that a systematic approach to record-keeping is essential for identifying trends and making informed decisions.

In the second section, the author explores various methods for organizing and analyzing financial data. It highlights the benefits of using spreadsheets and accounting software to streamline the process. The text also touches upon the importance of regular audits and reconciliations to catch any discrepancies early on.

The third part of the document focuses on budgeting and financial forecasting. It provides practical tips on how to set realistic goals and allocate resources effectively. The author stresses that a well-defined budget is crucial for staying on track and avoiding overspending.

Finally, the document concludes with a summary of key takeaways and a call to action. It encourages readers to take control of their finances and implement the strategies discussed throughout the text.

The following table provides a detailed breakdown of the financial data for the first quarter. It shows the total revenue, expenses, and net profit for each month, along with a year-to-date summary.

Month	Revenue	Expenses	Net Profit
January	\$12,500	\$8,200	\$4,300
February	\$10,800	\$7,100	\$3,700
March	\$15,200	\$9,500	\$5,700
Q1 Total	\$38,500	\$24,800	\$13,700

The data indicates a steady increase in revenue over the quarter, with a corresponding increase in expenses. Despite the higher costs, the overall net profit remains positive, suggesting that the business is operating profitably.

Further analysis of the data reveals that the highest revenue was generated in March, which was primarily due to a large order from a new client. This highlights the importance of maintaining strong relationships with customers and being prepared to handle large orders.

In terms of expenses, the most significant portion was spent on raw materials and labor. This suggests that controlling these costs is a key priority for improving profitability.

REPORT TO CITY COUNCIL

DATE: JUNE 10, 2015
TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: GREG RAMIREZ, CITY MANAGER *GR*
BY: CHRISTY PINUELAS, DIRECTOR OF FINANCE *CP*
SUBJECT: DEMAND WARRANT NO. 729

Demand Warrant No. 729 is hereby submitted for your approval.

All items on 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. 729.

JUNE 10, 2015

DEMAND WARRANT REGISTER NO. SEVEN HUNDRED TWENTY-NINE

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



Greg Ramirez, City Manager



Demand Register 729

Date	Check	Vendor	Description	Amount
05/21/2015	94804	Access Information Mgmt	Record Storage	1,096.93
05/21/2015	94805	Active Networks	Cash Handling Items	2,339.25
05/21/2015	94806	Agnes Winston	Fitness Instruction	175.00
05/21/2015	94807	Agoura Hills Calabasas Cc	Gym Rentals	2,340.00
05/21/2015	94808	Alan J. Mulder	Landscape Maintenance 5/15	325.00
05/21/2015	94809	ArchaeoPaleo Resource Managemer	Archaeological Monitoring	8,864.73
05/21/2015	94810	At&t	Telephone Charges	70.95
05/21/2015	94811	Calabasas Printing	Copies	397.85
05/18/2015	94812	California Code Check, Inc.	Inspection Svcs.	362.25
05/21/2015	94813	California Jpia	Retrospective Insurance Adjustment	89,961.50
05/21/2015	94814	Cathy Utterback	Ref Fees	30.00
05/21/2015	94815	Chris Nelson & Associates	Surveying of Heschel Property	525.00
05/21/2015	94816	Clean Lakes Inc.	TMDL Compliance Monitoring	16,729.57
05/21/2015	94817	Cybercopy	Copies	306.12
05/21/2015	94818	Dee Metzger	Activity Refund - Recreation	16.00
05/19/2015	94819	Heidi Holt-Peel	Ref Fees	30.00
05/21/2015	94820	Ilene S Berke	Yoga Instruction	790.30
05/21/2015	94821	Joseph Wertheimer	Conceptual Rendering Balance	3,762.50
05/21/2015	94822	Kathleen Knight	Ref Fees	30.00
05/21/2015	94823	Keyinfo	Internet Access and Data Storage	3,783.88
05/21/2015	94824	Kids From The Valley Lcc	Judgement Settlement	2,935.00
05/21/2015	94825	Michael Lang	Summer Program & Flyers	10,650.00
05/21/2015	94826	Questa Engineering Corp	Medea Creek	1,020.30
05/21/2015	94827	Rincon Consultants	Environmental Support	357.50
05/21/2015	94828	Southern Ca Edison	Electricity	866.98
05/21/2015	94829	Southern Ca Gas Co	Utility	190.01
05/21/2015	94830	Staples Business Advantage	Office Supplies	214.08
05/21/2015	94831	Tammy Sabag	Yoga Instruction	1,000.00
05/21/2015	94832	Tyler Peel	Ref Fees	30.00
05/21/2015	94833	Tyler Technologies Inc.	Software Support & Maint	7,625.00
05/21/2015	94834	Ventura County Star	NIB Advertisements	933.85
05/21/2015	94835	Vision Internet Providers Inc.	Website Maint	300.00
05/21/2015	94836	Wageworks	Admin Fee - Flex Spending Plan	98.00
05/21/2015	94837	Xerox Corporation	Copier Usage 3/21-4/21	455.33
06/02/2015	94838	California State Disbursement Unit	Payroll Deduction	25.84
06/02/2015	94839	First National Bank of MD	Payroll Deduction	9,582.44
06/02/2015	94840	Lincoln Financial	Payroll Deduction	235.42
05/28/2015	94841	A Rental Connection	Tables and Linens Rental for Sr Expo	1,580.31
05/28/2015	94842	Abc Balloon Wholesalers	Helium Tank Refill - Balloons	335.37
05/28/2015	94843	Acorn	Legal Ad	198.00
05/05/2015	94844	Aflac	AFLAC Pre-Tax	580.56
05/28/2015	94845	Ahsmvc	Reyes Adobe Listing in Brochure	250.00
05/28/2015	94846	Anita Brument	Refund of Park Reservations	123.00
05/28/2015	94847	Armando Gomez	Janitorial Services	1,940.00
05/28/2015	94848	At&t Calnet 2	Telephone Charges	68.84
05/22/2015	94849	At&t Mobility	Traffic Trailer	106.89
05/28/2015	94850	Bank Of America	Credit Card Charges	2,954.62

05/28/2015	94851	Void	Void	0.00
05/28/2015	94852	Burns Pacific Construction	Misc Street Repairs	10,325.74
05/28/2015	94853	Calabasas Printing	Expo Signs and Newsletter Printing	616.94
05/28/2015	94854	Clp Resources	Labor	564.00
05/28/2015	94855	Dapeer, Rosenblit & Litvak Llp	Municipal Code Enforcement	3,156.66
05/28/2015	94856	Delta Dental Insurance	Dental Benefits 6/15	99.49
05/28/2015	94857	Delta Dental Of California	Dental Benefits 6/15	3,901.60
05/28/2015	94858	Durham School Service	Charter Services	362.16
05/28/2015	94859	Film Permits Unlimited	Security Deposit Refund	500.00
05/28/2015	94860	Gen Techs	Generator Maint. & Fuel	1,119.50
05/28/2015	94861	Jolly Bouncers	Rock Wall Rental	750.00
05/28/2015	94862	Kosmont Companies	Real Estate Advisory Phase 2	2,849.60
05/28/2015	94863	La County Public Works Dept.	Industrial Waste & Signal Maint	6,756.55
05/28/2015	94864	Lanspeed	Xerox WorkCenter	608.54
05/28/2015	94865	Marilyn Guild	Fundraiser Supplies	80.97
05/28/2015	94866	Mdg Associates	Senior Center Area Improvements	1,105.00
05/28/2015	94867	Michelangelo Leasing Inc.	Transit 5/15	840.00
05/28/2015	94868	Network Innovation Assoc	Service Satellite Network	1,147.20
05/28/2015	94869	Noah's Cleaners	Linen Cleaning	178.00
05/28/2015	94870	Orkin Pest Control	Pest Control	210.45
05/28/2015	94871	Planning Plus	AGHI Annexation Feasibility Study	650.00
05/28/2015	94872	R P Barricade	Barricades 5/9	475.00
05/28/2015	94873	Rms Printing Llc	EWaste Banner	61.16
05/28/2015	94874	Santa Anita Park	Senior Excursion	760.00
05/28/2015	94875	Sol Shafran	Shed Door Repair	350.00
05/28/2015	94876	Southern Ca Edison	Electricity	53.06
05/28/2015	94877	Telecom Law Firm, P.C.	04-CUP-004 Caltrop	2,250.00
05/28/2015	94878	The Planning And Zoning Resour	Reimbursement for Copies	13.28
05/28/2015	94879	The Standard	ST / LT Disability 6/15	3,140.61
05/28/2015	94880	Vant System	Installation of Camera Dome	1,840.35
05/28/2015	94881	Vantage Point Transfer Agent	Retirees Health Benefits 7/15	3,181.79
05/28/2015	94882	Venco Electric Inc.	Install 2 L.E.D Flagpole Lights	3,025.00
05/28/2015	94883	Vision Service Plan	Vision Benefit 06/15	1,878.92
05/28/2015	94884	Waite Bros Plumbing	Forest Cove Park Plumbing Rep	571.00
05/28/2015	94885	West Coast Arborists, Inc	Tree Maintenance	5,420.00
05/28/2015	94886	Zurich American Life Insurance	Life and AD & D 6/16	1,821.07
05/28/2015	94887	Scag	Demographic Workshop - Darbouze	100.00

Total Checks: 237,357.81

05/28/2015	DFT0000648	C.A. Rasmussen, Inc	Agoura Road Widening Construction	975,332.00
06/02/2015	PKT00160	PayPeriod 05/16/15-05/29/15	Payroll	113,874.25

Wires: 1,089,206.25

Total: 1,326,564.06

Demand Register No. 729

PASSED, APPROVED, AND ADOPTED this 10th day of June, 2015, by the following vote to wit:

AYES: (0)
NOES: (0)
ABSTAIN: (0)
ABSENT: (0)

Illece Buckley Weber, Mayor

ATTEST:

Kimberly M. Rodrigues, City Clerk

The first part of the paper discusses the importance of the
 Journal of Applied Behavior Analysis (JABA) in the
 field of applied behavior analysis (ABA). It highlights the
 journal's role in disseminating research findings and
 advancing the science of behavior. The authors emphasize
 the journal's commitment to publishing high-quality,
 peer-reviewed research that has practical implications
 for the field.

The second part of the paper reviews the history of JABA,
 from its inception in 1968 to the present. It discusses
 the journal's evolution over time, including changes in
 its focus and the types of research it publishes. The
 authors also discuss the journal's impact on the field
 and its role in shaping the current landscape of ABA
 research.

The third part of the paper discusses the future of JABA
 and the field of ABA. It explores emerging trends in
 research and the challenges facing the field. The authors
 offer suggestions for how JABA can continue to play a
 leading role in the field of ABA in the years ahead.

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REPORT TO CITY COUNCIL

DATE: JUNE 10, 2015

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: GREG RAMIREZ, CITY MANAGER 

BY: LOUIS CELAYA, DEPUTY CITY MANAGER 

SUBJECT: APPROVAL OF AGREEMENT FOR CONTRACTOR SERVICES WITH GI INDUSTRIES/USA WASTE OF CALIFORNIA TO PERFORM USED OIL AND HOUSEHOLD HAZARDOUS WASTE COLLECTION EVENTS

The City currently contracts with GI Industries/USA Waste of California (GI Industries) to perform a Used Motor Oil and Household Hazardous Waste Collection the first Saturday of the month in July, September, November, January, March, and May. The collection takes place from 10:00 a.m. until 2:00 p.m. at the City Hall facility, and trained personnel accept used oil, oil filters, antifreeze, car batteries, and latex paint (water-based only) from participants. In FY 2011-12, the City Council approved the modification to the agreement with GI Industries to reduce the amount of collection events, from twelve per year to six collections per year, to address the increased cost for providing the services. The reduction of collection events maximized the amount of grant funding from the Used Oil Payment Program for the program (70%) and reduced the remaining cost that is paid by the Solid Waste Fund (30%).

GI Industries has performed these services for the City for several years and is extremely proficient, knowledgeable and experienced with the collection methods and processes. The current agreement is scheduled to terminate on June 30, 2015.

The program continues to be successful and is used by many Agoura Hills residents (approximately 77%). For the 2014-15 fiscal year, the City collected 434 gallons of used oil, 95 oil filters, 55 gallons of antifreeze, 19 car batteries, and 728 gallons of latex paint. These figures represent moderate increases in collection of oil filters, antifreeze and car batteries from the 2013-2014 figures.

Currently, each event costs \$1,417.31 for GI Industries to staff, collect materials, and properly dispose of materials (\$8,504 annually). Staff has been advised by the contractor that there will be no increases in the collection cost for the 2015-16 Fiscal Year.

Staff continues to be satisfied with the services and the results and recommends the City Council approved the agreement for contractor services with GI Industries.

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

RECOMMENDATION

Staff recommends the City Council approve the Agreement for Contractor Services with GI Industries/USA Waste of California to perform Used Oil and Household Hazardous Waste Collection Events starting July 1, 2015, and terminating June 30, 2016, with an amount not to exceed \$8,504, and authorize the City Manager to execute the agreement.

Attachment: Agreement for Contractor Services – GI Industries/USA Waste of California

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

NAME OF CONTRACTOR:	G.I. Industries/USA Waste of California
RESPONSIBLE PRINCIPAL OF CONTRACTOR:	Attn: Michael Smith
CONTRACTOR'S ADDRESS:	195 W. Los Angeles Avenue Simi Valley, CA 93065
CITY'S ADDRESS:	City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attn: City Manager
PREPARED BY:	Louis A. Celaya
COMMENCEMENT DATE:	July 1, 2015
TERMINATION DATE:	June 30, 2016
CONSIDERATION:	Contract Price Not to Exceed: \$1,417.31 mo \$8,054/yr

**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF AGOURA HILLS AND G.I.
INDUSTRIES/USA WASTE OF CALIFORNIA**

THIS AGREEMENT is made and effective as of July 1, 2015, between the City of Agoura Hills, a municipal corporation ("City") and G.I. Industries/USA Waste of California ("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, 2015, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2016, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

3. PERFORMANCE

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

4. 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 sub-contractor 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 contract, by him or by any sub-contractor 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 Eight Thousand Five Hundred and Four Dollars and Zero Cents (\$8,504.00) ("Contract Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

7. DEFAULT OF CONTRACTOR

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

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

8. OWNERSHIP OF DOCUMENTS

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

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

9. INDEMNIFICATION

Contractor shall defend, indemnify, and hold the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers (collectively "Indemnitees") free and harmless from any and all claims, demands, causes of action, proceedings, costs, expenses, liabilities, losses, damages or injuries, in law or equity, to property or persons, including wrongful death (collectively "Claims"), in any manner arising out of or incident to any acts or omissions of Contractor, its officials, officers, employees, agents or sub-contractors 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. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

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

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

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

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

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

E. 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.

F. 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.

G. 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 under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. 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 except as set forth in this Agreement. 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 the City. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

B. 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 hereunder for City. City shall not be liable for

compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

12. LEGAL RESPONSIBILITIES

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

13. RELEASE OF INFORMATION

A. All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents or sub-contractors, 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 sub-contractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES

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

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

To Contractor: G.I. Industries/USA Waste of California
195 W. Los Angeles Avenue
Simi Valley, CA 93065
Attention: Michael Smith

15. ASSIGNMENT

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

16. LICENSES

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

17. GOVERNING LAW

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

18. PROHIBITED INTEREST

No officer, or employee of the City of Agoura Hills shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Contractor, or Contractor's sub-contractors 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 sub-contractors on this project. Contractor further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

19. 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.

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

CITY OF AGOURA HILLS

Greg Ramirez,
City Manager

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk

APPROVED AS TO FORM:
City Attorney's Office (2015)

CONTRACTOR

G.I. Industries/USA Waste of California
195 W. Los Angeles Avenue
Simi Valley, CA 93065
Michael Smith
(805) 522-9400
f (805) 581-5407

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

[Signatures of Two Corporate Officers Required]

EXHIBIT A

TASKS TO BE PERFORMED

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

On the first Saturday of months identified below, unless otherwise directed by City, Contractor will diligently perform the task of the collection of used oil, oil filters, antifreeze, car batteries, and latex paint from the City of Agoura Hills residents, in a good and workmanlike manner.

Said collection shall include the transportation of the collection vehicle from the Contractor's facility to the designated location (typically Agoura Hills City Hall parking lot), staffing the locations from 10:00 am through 2:00 pm, collection and logging of material from members of the public, returning the collection vehicle to Contractor's facility, and the recycling of all materials collected, including lawful disposal. Contractor shall submit detailed reports (including copies of waste manifests) with each bill, indicating actual costs incurred at each event.

Contractor shall only collect permitted items from the following participating areas: Agoura Hills, Calabasas, Hidden Hills, Malibu, Westlake Village. All other areas are not eligible.

Designated Collection Months:

July 2015

September 2015

November 2015

January 2016

March 2016

May 2016

EXHIBIT B

PAYMENT RATES AND SCHEDULE

Contractor shall submit monthly invoice to City with detailed accounting by task and amount expended per task and amount remaining for each task. All reimbursable expenses shall be itemized and submitted to City for approval. Upon approval, City shall make payment to Contractor within 30 days.

The work outlined in the Scope of Services, Exhibit A, shall be provided on a not-to-exceed basis with the fee of \$1,417.31 per month and a maximum annual amount of \$8,504

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry, no matter how small, should be recorded to ensure the integrity of the financial statements. The text also highlights the need for regular reconciliation of bank statements with the company's records to identify any discrepancies early on.

Furthermore, it outlines the various methods used to collect and analyze financial data, including the use of spreadsheets and specialized accounting software. The document stresses that consistent data collection is essential for identifying trends and making informed decisions about the company's financial health.

In addition, the document provides a detailed overview of the different types of financial statements, such as the balance sheet, income statement, and cash flow statement. It explains how each statement is prepared and what information it provides to stakeholders. The text also discusses the importance of transparency and how accurate financial reporting can build trust with investors and other interested parties.


The document concludes by emphasizing the role of the accounting department in ensuring the accuracy and reliability of the company's financial information. It encourages the use of best practices and the implementation of strong internal controls to minimize the risk of errors and fraud.


Overall, the document serves as a comprehensive guide for anyone involved in the financial management of a business. It provides valuable insights into the complexities of financial reporting and offers practical advice on how to manage these tasks effectively.

REPORT TO CITY COUNCIL

DATE: JUNE 10, 2015

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: GREG RAMIREZ, CITY MANAGER 

BY: LOUIS CELAYA, DEPUTY CITY MANAGER 

SUBJECT: APPROVAL OF AGREEMENT FOR CONSULTANT SERVICES WITH SOLID WASTE SOLUTIONS, INC., FOR ONGOING RECYCLING AND SOLID WASTE PROGRAM CONSULTING SERVICES

In June 2011, the City Council approved a two-year agreement with Solid Waste Solutions for solid waste and consulting services. Solid Waste Solutions, Inc., (SWS) has been providing solid waste consultant services for the City of Agoura Hills Staff for several years. In June of 2007, SWS was awarded a two-year extension of the agreement as a result of satisfactory performance review by the City Manager's office, followed by a second two-year term agreement in 2009. Subsequent agreements have been approved in 2011 and 2013 for exceptional performance. The current agreement is scheduled to terminate on June 30, 2015. Staff is seeking the City Council's approval of the professional services agreement with SWS for continued consulting services to administer and implement the City's various ongoing recycling and solid waste programs.

The 2015-2017 agreement provides work to be performed on a time-and-materials basis, for a not-to-exceed fee of \$55,000 per year. This is the same not-to-exceed fee as detailed in the current 2013-2015 agreement. The current billing rates have remained at their current level since 2013, as SWS elected to not increase billing rates during the 2015-2017 agreement period. The annual agreement amount has been budgeted by the City Manager's Department for fiscal year 2015-16 and will be allocated from the solid waste management fund.

SWS continues its provision of exceptional service and has been instrumental in assisting the City with improving its overall waste diversion percentage, navigating the City through the constant changes at CalRecycles and new solid waste mandates from the state (e.g., AB 341). Additionally, SWS assists City staff with close review of neighboring jurisdiction solid waste activities to ensure new developments in the solid waste arena remain at the forefront. Past accomplishments included assisting with negotiations of the City's residential franchise agreement, assisting with the implementation of the business electronic waste program, providing recommendations on behalf of the City to the Las Virgenes Unified School District's recycling program, assisting with research on plastic bag ordinance development, and continued

modifications to City's Construction and Demolition programs, affording a more streamline process for applicants.

Staff continues to be extremely pleased with services provided by SWS and considers them a crucial component of the City's solid waste management team. A local based company (Thousand Oaks, CA), SWS Inc., is very astute to the solid waste activities in the Las Virgenes/Conejo Valley region, and Kimberly Nilsson and the staff are very knowledgeable and well respected in the solid waste community. Many of the modifications with recycling and solid waste programs continue to be mandated by State law, and SWS continues to ensure the City's compliance with all necessary regulations. Some of the tasks that SWS will conduct, and continue to provide, include the following:

- Continue to assist with implementation of the AB 341 – Mandatory Commercial Recycling Program, from CalRecycle
- Assisting with all aspects of compliance with the residential franchise agreement with G.I. Industries
- Assist in re-negotiation of the City's residential solid waste franchise agreement scheduled for this coming fiscal year
- Assist with the development of solid waste organic outreach, education, and monitoring program as specified under AB 1826 (Solid Waste/Organic Waste)
- Complete the work in connection with increasing the threshold of Construction and Demolition program
- Franchise and permitted hauler annual disposal and diversion report preparation
- Assists with grant funding from both the CalRecycles Used Oil Block Grant and California Beverage Container Grant Programs
- Continue with the preparation of the City's Annual Solid Waste Report to CalRecycle
- Tracking of waste disposal attributed to the City at landfills
- Household hazardous waste collection reporting
- Response to illegal dumping reports
- Response to non-permitted waste providers in the City
- Assisting contractors in complying with the construction and demolition debris recycling program
- Preparation of notices and advertising for special recycling and waste drop-off events and city programs.

Staff finds SWS extremely knowledgeable, continually responsive to City staff needs, and the overall quality of work continues to remain at an exceptional level. SWS is a Women-Owned Business and certified Green Business by the City of Thousand Oaks. Staff respectfully recommends that the City Council consider approving the new two-year agreement. The proposed agreement has been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff recommends the City Council approve the two-year professional services agreement with Solid Waste Solutions, Inc., in the not-to-exceed amount of \$55,000 per year.

Attachment: Agreement with Exhibits A-B
Solid Waste Solutions, Inc. - May 29, 2015, Email Communication – 2015 Contract

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

NAME OF CONSULTANT:	Solid Waste Solutions, Inc.
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Attn: Kimberly Nilsson
CONSULTANT'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 A. Celaya
COMMENCEMENT DATE:	July 1, 2015
TERMINATION DATE:	June 30, 2017
CONSIDERATION:	Contract Price Not to Exceed: \$55,000/yr

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN
THE CITY OF AGOURA HILLS AND SOLID WASTE INC.**

THIS AGREEMENT is made and effective as of July 1, 2015, between the City of Agoura Hills, a municipal corporation ("City") and Solid Wasted Solutions, Inc ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on July 1, 2015, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2017, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

3. PERFORMANCE

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

4. 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 Consultant 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>. Consultant shall provide a copy of prevailing wage rates to any staff or sub-consultant hired, and shall pay the adopted prevailing wage rates as a minimum. Consultant 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, Consultant 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 contract, by him or by any sub-consultant under him, in violation of the provisions of the Agreement..

5. PAYMENT

A. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B other than the payment rates and schedule of payment are null and void. This amount shall not exceed fifty five thousand dollars and zero cents (\$55,000) ("Contract Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

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 consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

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

7. DEFAULT OF CONSULTANT

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

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

8. OWNERSHIP OF DOCUMENTS

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

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

9. INDEMNIFICATION

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

10. INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E. 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.

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

G. 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 CONSULTANT

A. Consultant is and shall at all times remain as to the City a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for

compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

12. LEGAL RESPONSIBILITIES

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

13. RELEASE OF INFORMATION

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

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

14. NOTICES

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

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

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

15. ASSIGNMENT

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

16. LICENSES

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

17. GOVERNING LAW

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

18. PROHIBITED INTEREST

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

19. 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.

20. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CITY OF AGOURA HILLS

Illece Buckley Weber,
Mayor

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk
Date Approved by City Council: _____

APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

CONSULTANT

Solid Waste Solutions, Inc.
25 W. Rolling Oaks Dr., Ste 201
Kimberly Nilsson
(805) 495-7521
f (805) 597-7621

By: *Kimberly Nilsson*
Name: Kimberly Nilsson
Title: President

By: *Lars Nilsson*
Name: Lars Nilsson
Title: Treasurer

[Signatures of Two Corporate Officers Required]

EXHIBIT A

TASKS TO BE PERFORMED

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

Solid Waste Services: Consultant will provide on-call solid waste services to the City. Services shall include, but not be limited to, the following:

- Continue to assist with implementation of the AB 341 – Mandatory Commercial Recycling Program, from CalRecycle
- Assisting with all aspects of compliance with the residential franchise agreement with G.I. Industries
- Assist in re-negotiation of the City's residential solid waste franchise agreement
- Assist with the development solid waste organic outreach, education, and monitoring program as specified under AB 1826 (Solid Waste/Organic Waste)
- Complete work associated with increasing the threshold of Construction and Demolition program
- Franchise and permitted hauler annual disposal and diversion report preparation
- Assists with grant funding from both the CalRecycles Used Oil Block Grant and California Beverage Container grant programs
- Continue with the preparation of the City's Annual Solid Waste Report to CalRecycle
- Tracking of waste disposal attributed to the City at landfills
- Household hazardous waste collection reporting
- Response to illegal dumping reports
- Response to non-permitted waste providers in the City
- Assisting contractors in complying with the construction and demolition debris recycling program
- Preparation of notices and advertising for special recycling and waste drop-off events and city programs.
- Updating of the City's solid waste polices, implementing City developed polices
- Review other grant funding opportunities for the City Participation in local/regional meetings
- Management and tracking of residential/commercial franchise fees and industrial rolloff and rent-a-bin franchise fees
- Assist in public education program for the local school district's elementary schools as needed

EXHIBIT B

PAYMENT RATES AND SCHEDULE

Consultant shall submit monthly invoice to City, with detailed accounting by task and amount expended per task and the amount remaining for each task. All reimbursable expenses shall be itemized and submitted to City for approval. Upon approval, City shall make payment to Consultant within 30 days.

The work outlined in the Scope of Services, Exhibit A, shall be provided on an hourly, time-and materials basis, as listed below, with a not-to exceed fee of \$55,000.00/yr.


Schedule of Hourly Billing Rates


<u>Staff Person</u>	<u>Hourly Rate (\$)</u>
Intern	\$25.00
Clerical/Office Assistant	\$52.00
Recycling Coordinator & Permit Processor	\$70.00
Project Coordinator	\$86.00
Project Management:	\$109.00
Computer Programming/Database Management	\$141.00
Principal:	\$163.00
Travel: (as needed and directed by staff)	Actual Costs
Mileage Reimbursement \$0.575/mile (IRS Established Rate)	

REPORT TO CITY COUNCIL

DATE: JUNE 10, 2015

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: GREG RAMIREZ, CITY MANAGER 

BY: RAMIRO ADEVA, DIRECTOR OF PUBLIC WORKS/CITY ENGINEER 

SUBJECT: REQUEST FOR APPROVAL OF A PROFESSIONAL WATER QUALITY SERVICES AGREEMENT WITH WILLDAN ENGINEERING

Since February 27, 2008, the City has contracted with Willdan Engineering (Willdan) on an annual basis for professional water quality services. This particular contract is needed in order to ensure City compliance with the new National Pollutant Discharge Elimination System (NPDES) permit which includes, among other things, inclusion of Total Maximum Daily Loads (TMDLs), requirements for ordinance amendments and policy implementations, regional coordination amongst agencies to develop comprehensive watershed management programs (WMPs), and new TMDL monitoring plans to replace the current ones.

Since Willdan has already been performing these services to the City's satisfaction, staff did not feel the need to go through the formal proposal solicitation process to bring a new firm aboard. Willdan provides competent personnel with the expertise needed in dealing with the highly complex and technical issues surrounding the watershed.

The previous Willdan contract contained a not-to-exceed amount of \$25,000. However, the need for their services has continued to increase due to the new compliance requirements listed above. Based on the projected costs and workflow for the upcoming year, the estimated contract total would exceed the City Manager's authority, and require approval by the City Council. The proposed contract would allow for a total not-to-exceed amount of \$50,000, and would terminate on June 30, 2016. A detailed list of the services required of this contract can be found as Exhibit 'A' on the attached contract agreement. The costs for these services have been accounted for in the proposed FY 2015-16 NPDES Budget.

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

RECOMMENDATION

Staff respectfully recommends the City Council approve the professional water quality services agreement with Willdan Engineering.

Attachment: Professional Services Agreement

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

NAME OF CONSULTANT:	Willdan Engineering
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Attn: Joe Bellomo
CONSULTANT'S ADDRESS:	374 Poli Street, #101 Ventura, CA 93001-2605
CITY'S ADDRESS:	City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attn: City Manager
PREPARED BY:	Kelly Fisher
COMMENCEMENT DATE:	June 11, 2015
TERMINATION DATE:	June 30, 2016
CONSIDERATION:	Contract Price Not to Exceed: \$50,000/yr

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

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

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN
THE CITY OF AGOURA HILLS AND WILLDAN
ENGINEERING**

THIS AGREEMENT is made and effective as of June 10, 2015, between the City of Agoura Hills, a municipal corporation ("City") and Willdan Engineering ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on June 11, 2015, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2015, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

3. PERFORMANCE

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

4. 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 Consultant 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>. Consultant shall provide a copy of prevailing wage rates to any staff or sub-consultant hired, and shall pay the adopted prevailing wage rates as a minimum. Consultant 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, Consultant 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 contract, by him or by any sub-consultant under him, in violation of the provisions of the Agreement..

5. PAYMENT

A. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B other than the payment rates and schedule of payment are null and void. This amount shall not exceed Fifty Thousand Dollars and Zero Cents (\$50,000) ("Contract 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. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Council and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

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

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 consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

B. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination

of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section entitled "PAYMENT" herein.

7. DEFAULT OF CONSULTANT

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

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

8. OWNERSHIP OF DOCUMENTS

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

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

computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

9. INDEMNIFICATION

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

10. INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E. 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.

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

G. 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 CONSULTANT

A. Consultant is and shall at all times remain as to the City a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power

to incur any debt, obligation or liability whatever against City, or bind City in any manner.

B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

12. LEGAL RESPONSIBILITIES

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

13. RELEASE OF INFORMATION

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

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

14. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by: (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal

Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

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

To Consultant: Willdan Engineering
374 Poli Street, #101
Ventura, CA 93001-2605
Attention: Joe Bellomo

15. ASSIGNMENT

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

16. LICENSES

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

17. GOVERNING LAW

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

18. PROHIBITED INTEREST

No officer, or employee of the City of Agoura Hills shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Consultant, or Consultant's sub-consultants for this project, during his/her tenure or for one year thereafter. The Consultant hereby warrants and represents to the City that no officer or

employee of the City of Agoura Hills has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Consultant or Consultant's sub-consultants on this project. Consultant further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

19. 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.

20. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CITY OF AGOURA HILLS

Illece Buckley Weber,
Mayor

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk
Date Approved by City Council: _____

APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

CONSULTANT

Willdan Engineering
374 Poli Street, #101
Ventura, CA 93001-2605
Joe Bellomo
805-279-6856

By: _____
Name:
Title:

By: _____
Name:
Title:

[Signatures of Two Corporate Officers Required]

EXHIBIT A

TASKS TO BE PERFORMED

Storm Water Services

Assist the Engineering Division on an as-needed basis in implementing the City's Storm Water Program for full compliance with the Los Angeles County National Pollutant Discharge Elimination System (NPDES) Permit, Total Maximum Daily Loads (TMDLs), and related regulations. Services to be provided shall include, but not be limited to, the following tasks:

- a) Prepare City's NPDES Annual Report
- b) Conduct City's annual wet-weather inspections.
- c) Assist the City in preparing cost estimates relating to the NPDES/Stormwater Program for the City's annual budget.
- d) Assist City staff with specific project conditioning as requested.

2. Other Services

On an as needed basis, and when the need arises for other services not specifically listed in Section 1 – Stormwater Services, for which the consultant has necessary experience and capabilities to provide such as, but not limited to: real property services, environmental planning, municipal planning, engineering services, construction management, development review, capital projects, grantsmanship, and related work.

EXHIBIT B

PAYMENT RATES AND SCHEDULE

WILLDAN ENGINEERING
Schedule of Hourly Rates
 Effective July 1, 2013 to June 30, 2014

ENGINEERING	LANDSCAPE ARCHITECTURE
Technical Aide \$88.00	Assistant Landscape Architect 103.00
Drafter I 98.00	Associate Landscape Architect 118.00
Drafter II 103.00	Senior Landscape Architect 129.00
Senior Drafter 113.00	Principal Landscape Architect 155.00
GIS Analyst I 118.00	Principal Project Manager 185.00
GIS Analyst II 134.00	
GIS Analyst III 155.00	BUILDING AND SAFETY
Design Engineer I 118.00	Assistant Code Enforcement Officer 72.00
Design Engineer II 124.00	Plans Examiner Aide 77.00
Designer I 118.00	Assistant Construction Permit Specialist 77.00
Designer II 124.00	Construction Permit Specialist 82.00
Senior Design Engineer I 129.00	Code Enforcement Officer 82.00
Senior Design Engineer II 134.00	Assistant Building Inspector **98.00/113.00
Senior Designer 134.00	Senior Code Enforcement Officer 98.00
Associate Engineer 139.00	Senior Construction Permit Specialist 103.00
Design Manager 139.00	Supervising Construction Permit Specialist 108.00
Senior Design Manager 149.00	Building Inspector **108.00/113.00
Senior Engineer 149.00	Supervisor Code Enforcement 118.00
Supervising Engineer 165.00	Senior Building Inspector 118.00
Program Manager 185.00	Plans Examiner 118.00
Project Manager 185.00	Supervising Building Inspector 129.00
City Engineer 185.00	Senior Plans Examiner 129.00
Principal Project Manager 185.00	Inspector of Record 144.00
Deputy Director 195.00	Deputy Building Official 144.00
Director 195.00	Plan Check Engineer 144.00
Principal Engineer 215.00	Building Official 155.00
	Supervising Plan Check Engineer 155.00
CONSTRUCTION MANAGEMENT	Principal Project Manager 185.00
Labor Compliance Specialist 98.00	Deputy Director 195.00
Labor Compliance Manager 124.00	Director 195.00
Utility Coordinator 129.00	
Assistant Construction Manager 124.00	PLANNING
Construction Manager 149.00	Community Development Technician 88.00
Senior Construction Manager 160.00	Planning Technician 88.00
Project Manager 185.00	Assistant Planner 108.00
Deputy Director 195.00	Assistant Community Development Planner 108.00
Director 195.00	Associate Community Development Planner 118.00
	Associate Planner 118.00
INSPECTION SERVICES	Senior Community Development Planner 134.00
Assistant Public Works Observer **103.00/113.00	Senior Planner 134.00
Public Works Observer **103.00/113.00	Principal Community Development Planner 155.00
Senior Public Works Observer 113.00	Principal Planner 155.00
Supervising Public Works Observer 124.00	Deputy Director 195.00
	Director 195.00
MAPPING AND EXPERT SERVICES	ADMINISTRATIVE
Survey Analyst I 103.00	Computer Data Entry 67.00
Survey Analyst II 118.00	Clerical 67.00
Calculator I 103.00	Word Processing 67.00
Calculator II 113.00	
Senior Calculator 124.00	Mileage reimbursement will be charged at the current Federal
Senior Survey Analyst 134.00	guideline rate at the time of billing. Vehicles will be charged at a
Supervisor - Survey & Mapping 160.00	monthly rate of \$500.00.
Principal Project Manager 185.00	** Prevailing Wage Project, Use \$113.00

Additional billing classifications may be added to the above listing during the year as new positions are created. Consultation in connection with litigation and court appearances will be quoted separately. The above schedule is for straight time. Overtime will be charged at 1.5 times, and Sundays and holidays, 2.0 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A sub consultant management fee of fifteen percent (15%) will be added to the direct cost of all sub consultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2013 thru June 30, 2014, thereafter, the rates may be raised once per year to the value of change of the Consumer Price Index for the Los Angeles/Orange County/Sacramento area, but not more than five percent per year.

the 1990s, the number of people in the world who are under 15 years of age is expected to increase from 1.1 billion to 1.5 billion (United Nations 1998).

There are a number of reasons why the number of children in the world is increasing. One of the main reasons is that the number of children who are surviving is increasing. In the past, many children died before they reached the age of 5. This was due to a number of factors, including lack of access to healthcare, poor nutrition, and lack of clean water and sanitation.

Another reason why the number of children in the world is increasing is that the number of children who are being born is increasing. This is due to a number of factors, including a high birth rate, a high survival rate, and a high life expectancy. In many developing countries, the birth rate is still high, and the survival rate is improving.

There are a number of challenges that we face in the 21st century when it comes to children. One of the main challenges is that many children are still living in poverty. This is due to a number of factors, including a high birth rate, a high survival rate, and a high life expectancy. In many developing countries, the birth rate is still high, and the survival rate is improving.

Another challenge that we face is that many children are still living in poor health. This is due to a number of factors, including lack of access to healthcare, poor nutrition, and lack of clean water and sanitation. In many developing countries, the birth rate is still high, and the survival rate is improving.

There are a number of things that we can do to help children in the 21st century. One of the most important things is to ensure that all children have access to healthcare. This includes both physical and mental healthcare. We also need to ensure that all children have access to education.


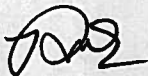
Another important thing that we can do is to ensure that all children have access to clean water and sanitation. This is especially important in developing countries, where many children do not have access to these basic necessities. We also need to ensure that all children have access to a healthy diet.

There are a number of other things that we can do to help children in the 21st century. One of the most important things is to ensure that all children have access to a safe and stable environment. This includes both physical and social environments. We also need to ensure that all children have access to a good education.

There are a number of challenges that we face in the 21st century when it comes to children. One of the main challenges is that many children are still living in poverty. This is due to a number of factors, including a high birth rate, a high survival rate, and a high life expectancy. In many developing countries, the birth rate is still high, and the survival rate is improving.

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REPORT TO CITY COUNCIL

DATE: JUNE 10, 2015
TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: GREG RAMIREZ, CITY MANAGER 
BY: RAMIRO ADEVA, DIRECTOR OF PUBLIC WORKS/CITY ENGINEER 
SUBJECT: CONTRACT AWARD FOR THE MEDEA CREEK RESTORATION PROJECT; NIB 15-03

On May 28, 2015, the City received five (5) sealed bids for the Medea Creek Restoration Project; NIB 15-03. The project includes naturalizing a portion of Medea Creek for aesthetic, educational, and biological habitat purposes, and to improve pedestrian connectivity in the area. The naturalization consists of removing approximately 425 linear feet of concrete channel and construction of a natural channel stabilized with native vegetation, boulders, and log structures. The project will include an ADA-compliant walkway from Kanan Road, through an open space parcel to the west of Medea Creek, to Chumash Park east of Medea Creek via a footbridge. To prevent minor flooding of private property during a 100-year storm, a four (4) foot high retaining wall would be constructed adjacent to, but outside of, the private parcels abutting the project.

The bid results were as follows:

Los Angeles Engineering, Inc.	\$1,407,435.00
MG Enterprises, Inc.	\$1,408,050.00
C.A. Rasmussen, Inc.	\$1,445,250.00
Staben Brothers, Inc.	\$1,555,475.75
Union Engineering, Inc.	\$1,746,585.00

Staff reviewed the bid submittal of the apparent low bidder, Los Angeles Engineering, and discovered the bridge supplier literature was not included with their bid package. Upon learning of the oversight, the contractor informed staff the proposed bridge supplier is Excel Bridge Manufacturing, Company (Excel). Based in Santa Fe Springs, California, Excel has been fabricating bridges since 1988, and meets the requirements for this project.

On June 2, 2015, the City received a formal letter of protest from C.A. Rasmussen, Inc., (CAR) claiming the two lowest bidders should be deemed nonresponsive for failing to provide the bridge supplier information at the time of the bid opening. Upon receipt of CAR's letter, staff consulted with the City Attorney and concluded that although Los Angeles Engineering did not include the bridge vendor information, doing so did not affect the contract price and/or give an unfair advantage to any company.

Bid protests are fairly common with major infrastructure projects, and staff will continue to work with the City's legal team to resolve this matter. This protest does not interrupt the normal procedure for awarding the contract at this meeting.

Staff contacted references to discuss Los Angeles Engineering's work as they have never worked in the City. The references indicated they were extremely satisfied with the contractor's performance. The company is based in Covina, California.

The project budget includes \$1,218,750 of Proposition 84 Funds, as well as, \$365,000 from former Third District Supervisor Zev Yaroslavsky of the Los Angeles County Board of Supervisors, for a total of \$1,583,750. No General Fund money is needed to complete the project.

Work is anticipated to commence by July, and take approximately four (4) months to complete, with no work to be done on holidays.

RECOMMENDATION

Staff respectfully recommends the City Council award the contract for the Medea Creek Restoration Project; NIB 15-03, to Los Angeles Engineering, Inc., in the amount of \$1,407,435.00.

the 1990s, the number of people with a mental health problem has increased in the UK (Mental Health Act 1983, 1990).

There is a growing awareness of the need to improve the lives of people with mental health problems. The Department of Health (1999) has set out a vision of a new mental health system, which will be based on the following principles:

- (i) People with mental health problems should be treated as individuals, with their own needs and wishes.
- (ii) People with mental health problems should be given the opportunity to participate in decisions about their care and treatment.
- (iii) People with mental health problems should be given the opportunity to live as fully as possible in their own homes and communities.

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The Department of Health (1999) has set out a vision of a new mental health system, which will be based on the following principles:

- (iv) People with mental health problems should be given the opportunity to live as fully as possible in their own homes and communities.
- (v) People with mental health problems should be given the opportunity to participate in decisions about their care and treatment.
- (vi) People with mental health problems should be treated as individuals, with their own needs and wishes.

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- (viii) People with mental health problems should be given the opportunity to participate in decisions about their care and treatment.
- (ix) People with mental health problems should be treated as individuals, with their own needs and wishes.

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- (x) People with mental health problems should be given the opportunity to live as fully as possible in their own homes and communities.
- (xi) People with mental health problems should be given the opportunity to participate in decisions about their care and treatment.
- (xii) People with mental health problems should be treated as individuals, with their own needs and wishes.

REPORT TO CITY COUNCIL

DATE: JUNE 10, 2015
TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: GREG RAMIREZ, CITY MANAGER *GR*
BY: KIMBERLY RODRIGUES, CITY CLERK/ELECTIONS OFFICIAL *KR*
SUBJECT: GENERAL MUNICIPAL ELECTION – NOVEMBER 3, 2015

The City of Agoura Hills conducts its municipal election in consolidation with the Las Virgenes Unified School District during odd-numbered years.

Pursuant to §36503 of the Government Code, all elective city offices shall be filled by the city electorate at a general municipal election. This year, two (2) terms of office on the City Council will expire in December 2015. As such, it will be necessary to adopt the appropriate resolutions to commence the election procedure in conformance with the State of California's election laws.

In addition to adopting resolutions to call an election and to adopt regulations for candidates statements, pursuant to §10403 of the Elections Code, the City Council must also adopt a resolution requesting consolidation with the election. The resolution requesting consolidation agrees to reimburse the County for the costs of the election services provided to the City for its portion of the consolidated election.

The following three resolutions, relating to the November 3, 2015, General Municipal Election, have been reviewed and approved as to form by the City Attorney:

1. **Resolution No. 15-1785**; Calling and Giving Notice of the Holding of a General Municipal Election to be held on Tuesday, November 3, 2015, for the Election of Certain Officers as Required by the Provisions of the Laws of the State of California Relating to General Law Cities; and,
2. **Resolution No. 15-1786**; Adopting Regulations for Candidates for Elective Office Pertaining to Candidates Statements Submitted to the Voters at an Election to be Held on Tuesday, November 3, 2015; and,
3. **Resolution No. 15-1787**; Requesting the Board of Supervisors of the County of Los Angeles to Consolidate a General Municipal Election to be held on November 3, 2015, with the Las Virgenes Unified School District Election to be held on said Date and to Render Specified Services to the City Pursuant to §10403 of the Elections Code.

Persons interested in running for office as a Member of the City Council must be a resident of the City of Agoura Hills and a registered voter in the City at the time nomination papers are issued and throughout the time the person is in office.

Nomination papers are available, through the Office of the City Clerk, during the nomination filing period beginning Monday, July 13, 2015, and ending Friday, August 7, 2015. The nomination filing period will be extended to August 12, 2015, if any incumbent does not file by the August 7, 2015, deadline.

RECOMMENDATION

Staff respectfully recommends the City Council adopt Resolution Nos. 15-1785, 15-1786, and 15-1787, and direct the City Clerk to file signed copies of the resolutions "calling the election" and "requesting consolidation" with the offices of the County of Los Angeles Board of Supervisors and the Registrar-Recorder/County Clerk, Election Planning and Coordination Section.

Attachments: Resolution Nos. 15-1785, 15-1786, and 15-1787

RESOLUTION NO. 15-1785

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2015, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES

WHEREAS, under the provisions of the laws relating to general law cities in the State of California, a General Municipal Election shall be held on November 3, 2015, for the election of Municipal Officers; and

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

SECTION 1: That pursuant to the requirements of the laws of the State of California relating to General Law Cities, there is called and ordered to be held in the City of Agoura Hills, California, on Tuesday, November 3, 2015, a General Municipal Election for the purpose of electing two (2) Members of the City Council for the full term of four years.

SECTION 2: That the ballots to be used at the election shall be in the form and content as required by law.

SECTION 3: That the City Clerk is authorized, instructed and directed to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 4: That the polls for the election shall be open at 7:00 a.m. of the day of the election and shall remain open continuously from that time until 8:00 p.m. of the same day when the polls shall be closed, except as provided in §14401 of the Elections Code of the State of California.

SECTION 5: That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 6: That notice of the time and place of holding the election is given, and the City Clerk is authorized, instructed, and directed to give further or additional notice of the election in time, form, and manner as required by law.

SECTION 7. That the City Clerk is hereby directed to file a certified copy of this resolution forthwith with the Board of Supervisors and the Election Planning and Coordination Section of the County of Los Angeles.

SECTION 8: That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

PASSED, APPROVED, AND ADOPTED on this 10th day of June, 2015, by the following vote to wit:

AYES: (0)
NOES: (0)
ABSTAIN: (0)
ABSENT: (0)

Illece Buckley Weber, Mayor
City of Agoura Hills

ATTEST:

Kimberly M. Rodrigues, MPPA, MMC
City Clerk

RESOLUTION NO. 15-1786

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATE STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2015

WHEREAS, §13307 of the Elections Code of the State of California provides that the governing body of any local agency adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs of the candidate's statement:

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

SECTION 1: GENERAL PROVISIONS.

That pursuant to §13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at an Election to be held in the City of Agoura Hills on November 3, 2015, may prepare a candidate statement on an appropriate form provided by the City Clerk. The statement may include the name, age, and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate himself or herself. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. The statement shall be filed in typewritten form in the office of the City Clerk at the time the candidate's nomination papers are filed. The statement may be withdrawn, but not changed, during the period of filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

SECTION 2: FOREIGN LANGUAGE POLICY.

- a. Pursuant to the Voting Rights Act, the City is not required at this time to translate candidate statements into additional languages.
- b. Pursuant to State law, the candidate statement must be translated and printed in Spanish at the candidate's request.
- c. The City Clerk shall:
 1. Have translated only those statements into Spanish as requested by the candidate.

2. Print Spanish translations, for candidates who request printing, in the Official Sample Ballot and Voter Information Pamphlet.

SECTION 3: PAYMENT.

- a. The candidate shall be required to pay for the cost of printing the candidate's statement in English in the Official Sample Ballot and Voter Information Pamphlet.
- b. The candidate shall be required to pay for the cost of translating the candidate's statement into any foreign language as specified in (a) and/or (b) above pursuant to State and/or Federal law.
- c. The candidate shall be required to pay for the cost of printing the candidate's statement in a foreign language in the Official Sample Ballot and Voter Information Pamphlet.

The City Clerk ("Clerk") shall estimate the total cost of printing, handling, translating, and mailing the candidate statements filed pursuant to this section, including costs incurred as a result of complying with the Voting Rights Act of 1965 as amended, and require each candidate filing a statement to pay in advance to the local agency his or her estimated pro rata share as a condition of having his or her statement included in the Official Sample Ballot and Voter Information Pamphlet.

In the event the estimated payment is required, the estimate is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, the Clerk is not bound by the estimate and may, on a pro rata basis, bill the candidate for additional actual expense or refund any excess paid depending on the final actual cost. In the event of underpayment, the Clerk may require the candidate to pay the balance of the cost incurred. In the event of overpayment, the Clerk shall prorate the excess amount among the candidates and refund the excess amount paid within thirty (30) days of the election.

SECTION 4: ADDITIONAL MATERIALS. No candidate will be permitted to include additional materials in the sample ballot package.

SECTION 5: That the City Clerk shall provide each candidate or the candidate's representative a copy of this resolution at the time the nominating petitions are issued.

SECTION 6: That all previous resolutions establishing City Council policy on payment for the candidate statement are repealed.

SECTION 7: That this Resolution shall apply only to the election to be held on November 3, 2015, and shall then be repealed.

SECTION 8. That the City Clerk is hereby directed to file a certified copy of this resolution forthwith with the Board of Supervisors and the Election Planning and Coordination Section of the County of Los Angeles.

SECTION 9: That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

PASSED, APPROVED, AND ADOPTED on this 10th day of June, 2015, by the following vote to wit:

AYES: (0)
NOES: (0)
ABSTAIN: (0)
ABSENT: (0)

Illece Buckley Weber, Mayor
City of Agoura Hills

ATTEST:

Kimberly M. Rodrigues, MPPA, MMC
City Clerk

RESOLUTION NO. 15-1787

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2015, WITH THE LAS VIRGENES UNIFIED SCHOOL DISTRICT ELECTION TO BE HELD ON SAID DATE AND TO RENDER SPECIFIED SERVICES TO THE CITY OF AGOURA HILLS, PURSUANT TO §10403 OF THE ELECTIONS CODE

WHEREAS, under the provisions of the laws relating to general law cities in the State of California, there has been called and ordered a General Municipal Election to be held in the City of Agoura Hills, California ("the City") on November 3, 2015, for the election of two (2) Members of the City Council for the full term of four years (a copy of Resolution No. 15-1785 calling said election is attached hereto and incorporated herein by reference).

WHEREAS, the County of Los Angeles will conduct an election for the Las Virgenes Unified School District ("School District") on the same day in territory that is in part the same; and

WHEREAS, it is desirable that the General Municipal Election be consolidated with the School District's election to be held on the same date and that within the City the precincts, polling places, and election officers of the two elections be the same, that the Election Coordination Section of the County of Los Angeles canvass the returns of the General Municipal Election, and that the election be held in all respects as if there were only one election;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the requirements of §10403 of the Elections Code, the Board of Supervisors of the County of Los Angeles is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Las Virgenes Unified School District election on Tuesday, November 3, 2015, for the purpose of the election of two (2) Members of the City Council and the possible submission of a ballot question or questions to the voters of the City.

SECTION 2. That the Election Coordination Section of the County of Los Angeles is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used.

SECTION 3. That the Board of Supervisors is requested to issue instructions to the Election Coordination Section of the County of Los Angeles to take any and all steps necessary for the holding of the consolidated election.

SECTION 4. That the City of Agoura Hills recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any such costs upon presentation of a reasonably detailed invoice.

SECTION 5. That the City Clerk is hereby directed to file a certified copy of this resolution forthwith with the Board of Supervisors and the Election Planning and Coordination Section of the County of Los Angeles.

SECTION 6. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

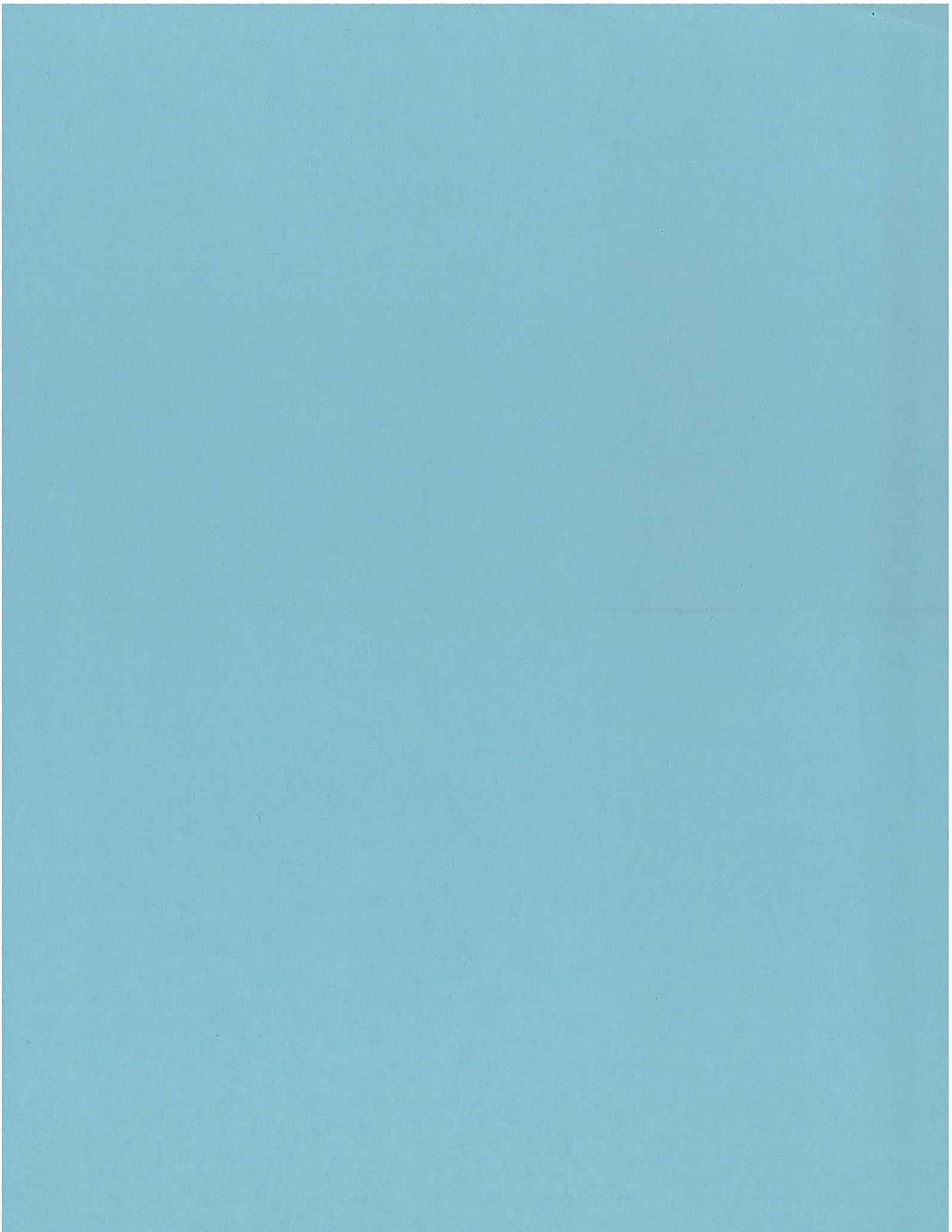
PASSED, APPROVED, AND ADOPTED on this 10th day of June, 2015, by the following vote to wit:

AYES: (0)
NOES: (0)
ABSTAIN: (0)
ABSENT: (0)

Illece Buckley Weber, Mayor
City of Agoura Hills

ATTEST:

Kimberly M. Rodrigues, MPPA, MMC
City Clerk



REPORT TO CITY COUNCIL

DATE: JUNE 10, 2015

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: GREG RAMIREZ, CITY MANAGER *GR*

BY: NATHAN HAMBURGER, ASSISTANT CITY MANAGER *nh*

SUBJECT: CONSIDER APPROVAL OF RESOLUTION NO. 15-1788; DECLARING THE INTENTION TO MODIFY THE MANAGEMENT DISTRICT PLAN OF THE CONEJO VALLEY TOURISM IMPROVEMENT DISTRICT

At the May 13, 2015, meeting of the City Council, Resolution No. 15-1781 was approved, which established hearing dates to consider a modification to the Conejo Valley Tourism Improvement District (CVTID). Since that time, the dates of the public hearings required an adjustment, and, thus, the City Council is being asked to consider approving the new dates that are reflected in Resolution No. 15-1788.

The CVTID is a benefit assessment district created in 2013 to fund marketing and promotion efforts for Conejo Valley lodging businesses. The District includes all lodging businesses located within the boundaries of the cities of Agoura Hills and Thousand Oaks, with Agoura Hills serving as the implementing agency.

Tourism Improvement Districts utilize the efficiencies of private sector operation in the market-based promotion of tourism. These special assessment districts allow lodging and tourism-related business owners to organize their efforts to increase travelers. Tourism-related businesses within the District provide for the entire amount of funds collected, and those funds are used to provide services that the businesses desire and that promote and add benefit to the lodging businesses within the District.

The hoteliers decided to pursue formation of the District in order to create a revenue source devoted to marketing the Conejo Valley as a tourist, meeting, and event destination. After several successful years of operation, the CVTID Board has realized the need to increase their outreach efforts as they expand their target audience, now and into the future. The hoteliers now desire to build upon this success by modifying the assessment rate. In California, Tourism Business Improvement Districts are formed pursuant to the Property and Business Improvement District Law of 1994 (94 Law). This law allows for the creation of a benefit assessment district to raise funds within a specific geographic area. The key difference between TBIDs and other benefit assessment districts is that funds raised are returned to the private non-profit corporation governing the district.

The Management District Plan (Attachment 2) includes the boundary of the district, a service plan, budget, and a means of governance, The District includes all lodging businesses, existing and in the future, available for public occupancy within the boundaries of the cities of Agoura Hills and Thousand Oaks. The changes to the Management District Plan do not affect the expiration date of the District, which will still remain through July 31, 2018, with the opportunity to extend the life of the District. The City of Agoura Hills has served as the lead implementation agency and will remain responsible for the collection of the assessment on behalf of the District. As previously mentioned, The City is paid a fee of one percent of the assessment collected to cover the costs of collection and administration. The Greater Conejo Valley Chamber of Commerce (Chamber) serves as the District Owners' Association and manages the day-to-day operations of the District.

The 94 Law allows for the District Owners' Association to modify the Management District Plan, and thus, the City Council is now being requested to begin the proceedings to modify the Plan that proposes to increase the assessment rate from \$1.00 per paid occupied-room per night to two percent of gross short-term (stays less than 31 days) room rental revenue. The Chamber has indicated that the funds received through the increase will be dedicated for the marketing of the lodging businesses. The hoteliers within the District have asked for this change and are supportive of the use of funds, as they see a need to expand their marketing efforts to remain competitive in the Tourism-based market. If approved, the modified assessment would be effective starting January 1, 2016.

The current fiscal year revenues of the District are estimated to be \$500,000. With the proposed increase, it is anticipated that the revenue for the following fiscal year would be approximately \$750,000 and could increase to approximately \$1,000,000 in the future, based on an anticipated growth in the overnight stays at the lodging businesses. Based on the current budget, it is anticipated that approximately 75% of these revenues would be utilized for sales and marketing programs, and the remainder would be applied to administrative costs and a contingency renewal fund for the District.

The process for a modification to the District's Management Plan requires that a Resolution of Intent to hold a public hearing be adopted, based on the submission of a request by the Owner's Association, followed by a written notice being provided to the owners of all businesses currently paying the assessment in the District. This provides a 45-day period in which owners may protest the modification. In addition, the City Council, as the initiating agency of the District, would need to hold a public hearing, which is anticipated to take place on July 8, 2015, to provide any public testimony on the proposed changes to the Management District Plan. A final public hearing would then be scheduled to take place in August 12, 2015, to consider adopting a resolution of modification. If there are more than 50% of the assessment district that protest the change to the Management District Plan, then no change can occur, and no further proceedings would be allowed to take place to consider the modification for one year

from the date of finding of a majority protest by the City Council. It should be noted that the hoteliers within the district have unanimously approved this proposed modification that is being considered and is being brought forth at their request. The City's Economic Development staff has been involved with the CVTID Board activities and has no opposition to this request.

The City Attorney's Office has been consulted on this proposed modification and has confirmed the procedural process for making the proposed modification.

RECOMMENDATION

It is recommended the City Council adopt Resolution No. 15-1788, declaring the intention to modify the Management District Plan of the Conejo Valley Tourism Improvement District, and setting the public hearing dates for consideration of the modifications to the assessment fee.

Attachments: 1) Resolution No. 15-1788
 2) CVTID Management District Plan

RESOLUTION NO. 15-1788

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, DECLARING THE INTENTION TO MODIFY THE MANAGEMENT DISTRICT PLAN OF THE CONEJO VALLEY TOURISM IMPROVEMENT DISTRICT

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

WHEREAS, on July 10, 2013, the City Council of the City of Agoura Hills ("City Council") adopted Resolution Number 13-1714, adopting the Management District Plan and establishing the Conejo Valley Tourism Improvement District ("CVTID"); and

WHEREAS, the Property and Business Improvement District Law of 1994, Streets and Highways Code §36600 et seq., allows the City to modify the Management District Plan ("MDP") at the request of the owners' association; and

WHEREAS, the CVTID owners' association, the Greater Conejo Valley Chamber of Commerce ("the Chamber") has requested modification of the MDP.

WHEREAS, on May 13, 2015, the City Council adopted Resolution No. 15-1781, declaring its intention to modify the MDP and setting a public meeting for June 17, 2015, and setting a public hearing for July 8, 2015, to consider such modification; and

NOW, THEREFORE, it is resolved by the City Council that:

Section 1. The recitals set forth herein are true and correct.

Section 2. The City Council declares its intention to modify the CVTID MDP.

Section 3. The proposed modification of the CVTID MDP will modify the assessment rate from \$1.00 per paid-occupied-room per night to two percent (2%) of gross short-term (stays less than 31 days) room rental revenue.

Section 4. The time and place for a public meeting on the modification of the CVTID MDP are set for 6:00 PM, or as soon thereafter as the matter may be heard on July 8, 2015, at 30001 Ladyface Court, Agoura Hills, CA 91301.

Section 5. The time and place for a public hearing on modification of the CVTID MDP are set for 6:00 PM, or as soon thereafter as the matter may be heard on August 12, 2015, at 30001 Ladyface Court, Agoura Hills, CA 91301.

Section 6. At the public hearing, a protest may be made orally or in writing by any interested person. Every written protest shall be filed with the City Clerk, at

or before the time fixed for the public hearing. Written protests may be mailed to the City Clerk, City of Agoura Hills, 30001 Ladyface Court, Agoura Hills, California 91301. The City Council may waive any irregularity in the form or content of any written protest. A written protest may be withdrawn, in writing, any time before the conclusion of the public hearing. Each written protest shall contain a description of the business in which the person subscribing the protest is interested, in sufficient detail to identify the business, and, if a person subscribing is not shown on the official records of the City as the owner of the business, the protest shall contain, or be accompanied by written evidence that the person subscribing is the owner of the business, or the authorized representative. A written protest that does not comply with these requirements shall not be counted in determining the majority protest. If written protests are received from the owners, or authorized representatives, of businesses in the CVTID that will pay 50 percent, or more, of the assessments proposed to be modified and protests are not withdrawn, so as to reduce the protests to less than 50 percent, no further proceedings to modify the proposed assessment against such businesses, as contained in this Resolution, shall be taken for a period of one year from the date of the finding of a majority protest by the City Council.

Section 7. The City Clerk is instructed to provide mailed joint notice of the public meeting and public hearing in accordance with Streets and Highways Code Section 36623.

Section 8. Resolution No. 15-1781 is hereby rescinded.

Section 9. This resolution shall take effect immediately upon its adoption by the City Council.

PASSED, APPROVED, and ADOPTED this 10th day of June, 2015, by the following vote to wit:

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

Illece Buckley Weber, Mayor

ATTEST:

Kimberly M. Rodrigues, City Clerk

