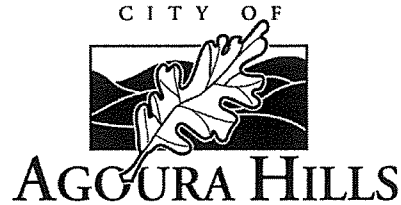


# NOTICE OF CANCELLATION



**CANCELLATION OF SPECIAL MEETING – CLOSED SESSION  
AGOURA HILLS CITY COUNCIL  
30001 Ladyface Court, Agoura Hills, California 91301  
Wednesday, June 28, 2017 - 5:00 p.m.**

The Closed Session of the Agoura Hills City Council, scheduled for Wednesday, June 28, 2017, at 5:00 p.m., is hereby canceled, due to a lack of business to be transacted.

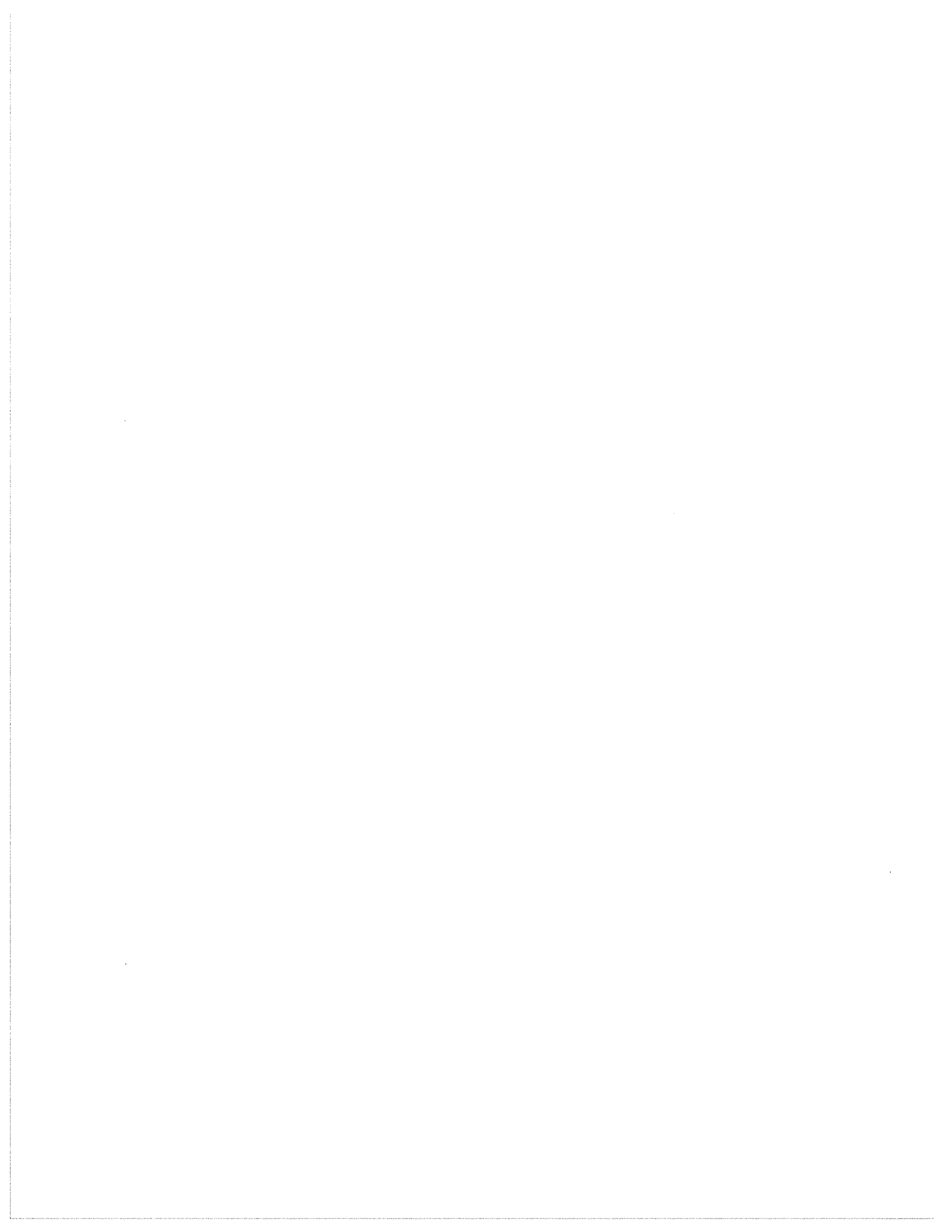
# CANCELLATION

Dated: June 22, 2017

A handwritten signature in cursive script, appearing to read "Kimberly M. Rodrigues".

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Kimberly M. Rodrigues, MMC  
City Clerk



**AGENDA**  
**REGULAR MEETING OF THE**  
**AGOURA HILLS CITY COUNCIL**  
Civic Center – Council Chambers  
30001 Ladyface Court, Agoura Hills, California 91301  
**Wednesday, June 28, 2017**  
**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 Denis Weber  
Mayor Pro Tem William D. Koehler  
Councilmember Illece Buckley Weber  
Councilmember Linda L. Northrup  
Councilmember Harry Schwarz

**REPORT OF CLOSED SESSION**

**APPROVAL OF AGENDA**

**PRESENTATIONS**

Recognition to Students Milo and Titouan Faure for their Outstanding Fencing Skills

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

*(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 Special City Council Budget Workshop of June 14, 2017  
STAFF REFERENCE: CITY CLERK RODRIGUES
2. Approve Minutes of the Regular City Council Meeting of June 14, 2017  
STAFF REFERENCE: CITY CLERK RODRIGUES
3. Approve Demand Warrant Register No. 770  
STAFF REFERENCE: DIRECTOR OF FINANCE PINUELAS
4. Approve Treasurer's Report for May 2017  
STAFF REFERENCE: DIRECTOR OF FINANCE PINUELAS
5. Approve Agreement for Contractor Services, with G. I. Industries/USA Waste of California, to Perform Used Oil and Household Hazardous Waste Collection Events  
STAFF REFERENCE: DEPUTY CITY MANAGER CELAYA
6. Approve Agreement for Consultant Services, with Kimley-Horn & Associates, Inc., for Professional Engineering Services  
STAFF REFERENCE: PUBLIC WORKS DIRECTOR/CITY ENGINEER ADEVA
7. Approve Award of Agreement for Contractor Services, with Brightview Landscape Services, Inc., for Landscape Maintenance Services for Parks, Facilities, Medians, Interchanges, and Open Space  
STAFF REFERENCE: ASSISTANT DIRECTOR OF COMMUNITY SERVICES MILLER
8. Approve Award of Agreement for Contractor Services, with Burns-Pacific Construction, Inc., for the FY 2017-18 Public Works Maintenance Services  
STAFF REFERENCE: PUBLIC WORKS DIRECTOR/CITY ENGINEER ADEVA
9. Approve Notice of Completion for the Storm Drain Connector Pipe Screen and Catch Basin Inlet Filter Installation Project; NIB 16-06  
STAFF REFERENCE: PUBLIC WORKS DIRECTOR/CITY ENGINEER ADEVA



**CONSENT CALENDAR**, *continued* -

10. Approve Notice of Completion for the Chumash Park CDBG Access (Paths Improvements) Repairs Project; NIB 16-07

STAFF REFERENCE: PUBLIC WORKS DIRECTOR/CITY ENGINEER ADEVA

11. Adopt **Resolution No. 17-1846**; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, ADOPTING THE ANNUAL INVESTMENT POLICY FOR FISCAL YEAR 2017-18 AND DELEGATING AUTHORITY TO THE CITY TREASURER TO INVEST AND REINVEST CITY FUNDS

STAFF REFERENCE: DIRECTOR OF FINANCE PINUELAS

12. Adopt **Resolution No. 17-1847**; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, ADOPTING A LOCAL DEBT POLICY

STAFF REFERENCE: DIRECTOR OF FINANCE PINUELAS

**PUBLIC HEARING / ACTION**

13. Conduct a Public Hearing to Consider the Adoption of **Resolution No. 17-1848**; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, MODIFYING THE MANAGEMENT DISTRICT PLAN OF THE CONEJO VALLEY TOURISM IMPROVEMENT DISTRICT

STAFF REFERENCE: ASSISTANT CITY MANAGER HAMBURGER

**DISCUSSION / ACTION**

14. Discussion to Introduce, Read by Title Only, and Waive Further Reading of **Ordinance No. 17-427**; AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, ADOPTING BY REFERENCE THE 2017 EDITION OF THE LOS ANGELES FIRE CODE, AND REPEALING AND REPLACING CHAPTER 1 OF ARTICLE III OF THE AGOURA HILLS MUNICIPAL CODE; and to Set a Public Hearing for August 9, 2017

STAFF REFERENCE: PUBLIC WORKS DIRECTOR/CITY ENGINEER ADEVA

**DISCUSSION / ACTION, continued -**

15. Discussion to Consider the Adoption of **Resolution No. 17-1849**; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, ESTABLISHING FISCAL YEAR 2017-18 APPROPRIATIONS LIMITATIONS; **Resolution No. 17-1850**; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, ADOPTING THE ANNUAL BUDGET FOR FISCAL YEARS 2017-18 AND 2018-19, INCLUDING FISCAL YEAR 2017-18 APPROPRIATIONS AND AUTHORIZING AMENDMENTS TO THE FISCAL YEAR 2016-17 ANNUAL BUDGET; **Resolution No. 17-1851**; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, AMENDING THE COMPENSATION PLAN BY SETTING SALARY RANGES FOR CITY FULL-TIME AND PART-TIME EMPLOYEES TO INCLUDE CLASSIFICATION AND COMPENSATION SURVEY ADJUSTMENTS, A 1.5% COLA RATE AND INCREASE THE EMPLOYER CONTRIBUTION TO HEALTHCARE PREMIUMS FOR FULL-TIME EMPLOYEES; **Resolution No. 17-1852**; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, INCREASING THE EMPLOYER CONTRIBUTION TO HEALTHCARE PREMIUMS FOR CITY COUNCILMEMBERS; **Resolution No. 17-1853**; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, APPROVING AMENDMENT NO. 12 TO THE CITY MANAGER'S EMPLOYMENT AGREEMENT

STAFF REFERENCES: ASSISTANT CITY MANAGER HAMBURGER  
DIRECTOR OF FINANCE PINUELAS  
ADMINISTRATIVE ANALYST BIRD

**CITY COUNCIL, STAFF COMMENTS**

**ADJOURNMENT**

The next Regular Meeting of the City Council will be held at 6:00 p.m., Wednesday, July 12, 2017, 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](http://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 28, 2017, 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 29, 2017, 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  
SPECIAL MEETING  
FY 2017-2018 AND FY 2018-2019 BUDGET WORKSHOP  
AGOURA HILLS CITY COUNCIL  
Civic Center – Community Room  
30001 Ladyface Court, Agoura Hills, CA 91301  
Wednesday, June 14, 2017  
4:00 p.m.**

The City Council meeting was called to order at 4:00 p.m. by Mayor Weber.

The Pledge of Allegiance was led by Mayor Pro Tem Koehler.

Present were: Mayor Denis Weber, Mayor Pro Tem William D. Koehler, Councilmember Illece Buckley Weber, Councilmember Linda Northrup, and Councilmember Harry Schwarz.

Also Present were: City Manager Greg Ramirez, Assistant City Manager Nathan Hamburger, Deputy City Manager Louis Celaya, Building Official Amir Hamidzadeh, Director of Community Services Amy Brink, Assistant Director of Community Services Zach Miller, Director of Finance Christy Pinuelas, Finance Manager Melinda Brodsky, Planning Director Doug Hooper, Director of Public Works/City Engineer Ramiro Adeva, Public Works Project Manager Kelly Fisher, and City Clerk Kimberly M. Rodrigues.

**APPROVAL OF AGENDA**

**ACTION:** Councilmember Schwarz moved to approve the Agenda, as presented. Mayor Pro Tem Koehler seconded. The motion carried 5-0, by the following voice vote:

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

**NOES:** None.

**ABSENT:** None.

**DISCUSSION**

1. Discussion of Proposed FY 2017-2018 and FY 2018-2019 City Budgets

Mayor Weber opened the floor for Public Comment.

There were no public speakers.

The City Council reviewed, discussed, and approved the Community Outreach Grant Program, as presented.

Upon discussion of the proposed FY 2017-2018 and 2018-2019 City Budgets, the City Council provided feedback to staff and no further reportable action was taken.

**CITY COUNCIL, STAFF COMMENTS**

There were no comments.

**ADJOURNMENT**

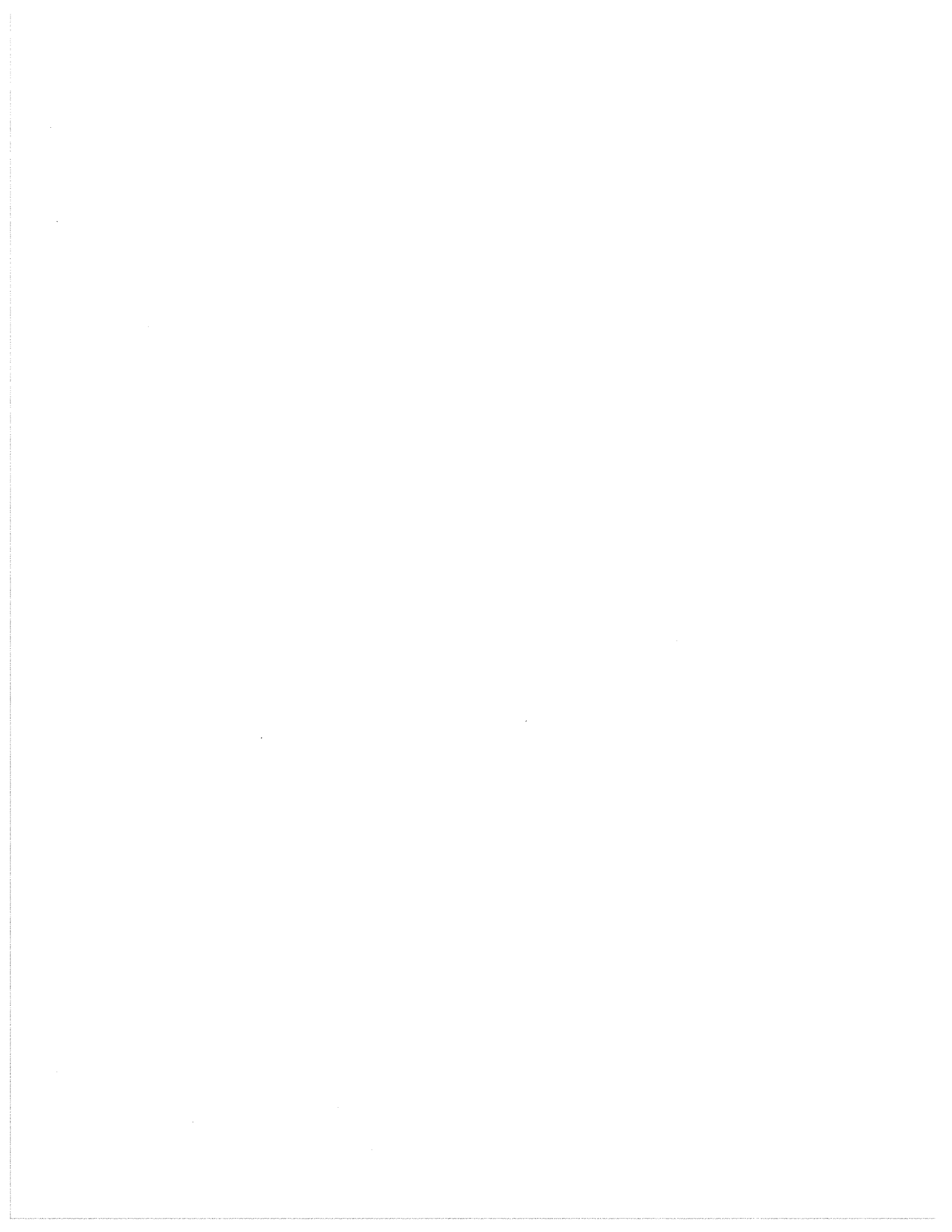
**ACTION:** At 5:08 p.m., Councilmember Schwarz adjourned the meeting to 5:30 p.m. for a Special Closed Session of the City Council in the Council Chambers of the Civic Center located at 30001 Ladyface Court, Agoura Hills. Councilmember Buckley Weber seconded. The motion carried 5-0:

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

**NOES:** None.

**ABSENT:** None.

Kimberly M. Rodrigues, MPPA, MMC  
City Clerk



**MINUTES**  
**REGULAR MEETING OF THE**  
**AGOURA HILLS CITY COUNCIL**  
Civic Center – Council Chambers  
30001 Ladyface Court, Agoura Hills, California 91301  
**Wednesday, June 14, 2017**  
**6:00 P.M.**

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

The Pledge of Allegiance was led by Councilmember Schwarz.

Present were: Mayor Denis Weber, Mayor Pro Tem William D. Koehler, Councilmember Illece Buckley Weber, Councilmember Linda Northrup, and Councilmember Harry Schwarz.

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

**REPORT OF CLOSED SESSION**

City Manager Ramirez reported the City Council had met at 5:30 p.m. on the Closed Session item, pursuant to Government Code Section 54956.9(d)(1), and the City Council would reconvene into Closed Session following the adjournment of the regular meeting.

**APPROVAL OF AGENDA**

ACTION: Councilmember Schwarz moved to approve the Agenda, as presented. Councilmember Buckley Weber seconded. The motion carried 5-0, by the following voice vote:

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

NOES: None.

ABSENT: None.

**PRESENTATIONS**

There were no presentations.



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

There were no reports.

**PUBLIC COMMENTS**

The following person(s) spoke:

Aurelia Friedman, representing Member of Congress Ted W. Lieu

**CONSENT CALENDAR**

There were no public speakers.

**ACTION:** Councilmember Buckley Weber moved to approve Consent Calendar Item Nos. 1-7, as presented. Councilmember Northrup seconded. The motion carried 5-0, by the following voice vote:

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

**NOES:** None.

**ABSENT:** None.

1. Approve Minutes of the Regular City Council Meeting of May 24, 2017
2. Approve Demand Warrant Register No. 769
3. Approve Agreements for Consultant Services, with ESA Associates, for Oak Tree Services for 1) City-Initiated (Non-Reimbursable) Projects, and, 2) Non-City Initiated (Reimbursable) Projects
4. Approve Agreement for Consultant Services, with Geodynamics, Inc., for Geotechnical Review Services in Fiscal Year 2017-2018
5. Approve Authorization to Seek Bids for Fiscal Year 2017-18 Street Resurfacing Project; NIB 17-01, and Approval of a Joint Street Maintenance Project Agreement with the City of Westlake Village
6. Approve Authorization to Solicit Request for Qualifications/Proposals (RFQ/RFP) for the Project Study Report (PSR) for the Kanan Corridor Safety, Operations, and Capacity Enhancement Project
7. Approve Rejection of Claim for Damages – Petra Loesche

## **CITY COUNCIL, STAFF COMMENTS**

Mayor Pro Tem Koehler noted that school was out for summer and encouraged everyone to drive carefully in the community and wished everyone a safe and happy summer.

## **ADJOURNMENT**

Mayor Weber announced the next Regular Meeting of the City Council would be at 6:00 p.m., Wednesday, June 28, 2017, 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.

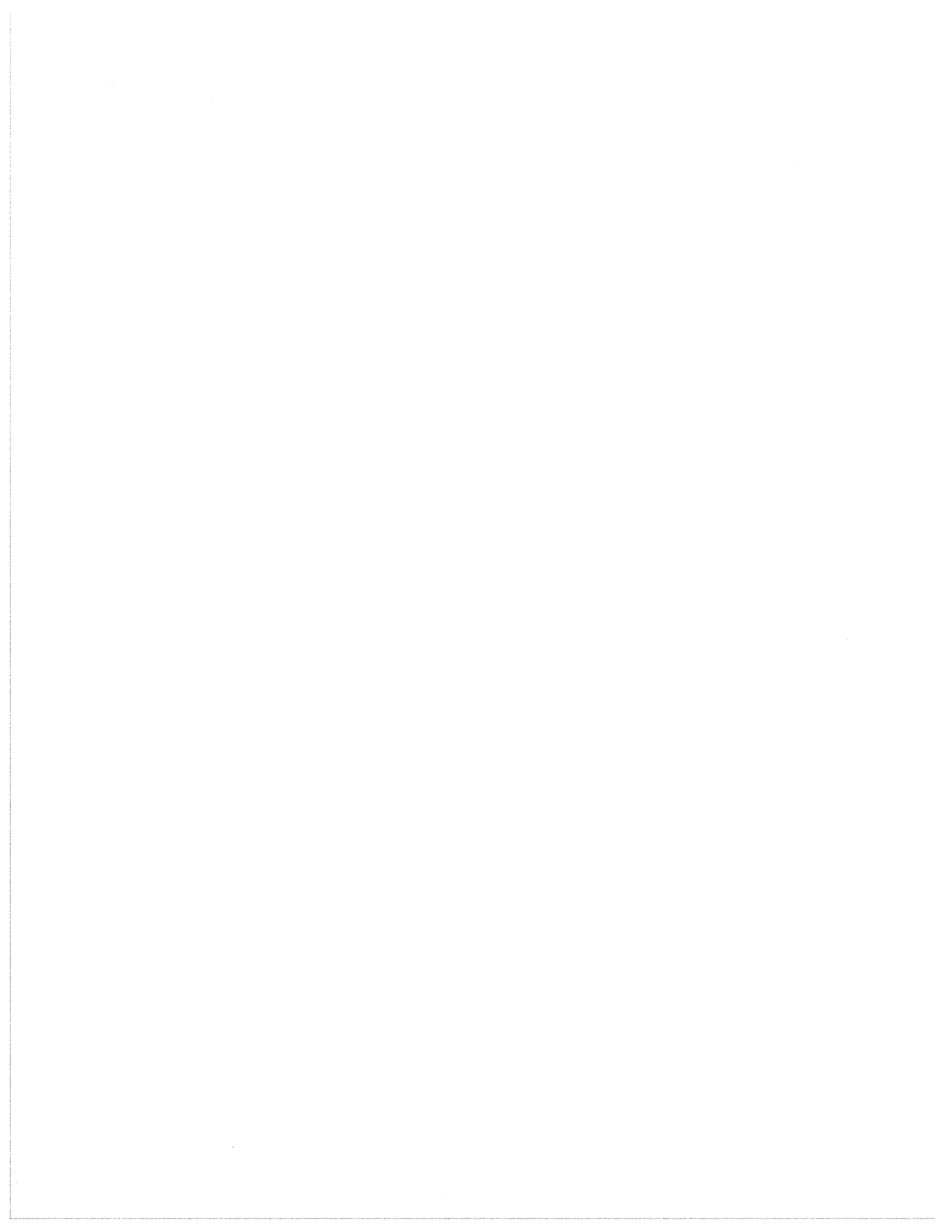
**ACTION:** At 6:07 p.m., Councilmember Schwarz moved to adjourn the meeting. Councilmember Northrup seconded. The motion carried 5-0, by the following voice vote:

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



**NOES:** None.

**ABSENT:** None.

Kimberly M. Rodrigues, MPPA, MMC  
City Clerk



**REPORT TO CITY COUNCIL**

**DATE:** JUNE 28, 2017  
**TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL  
**FROM:** GREG RAMIREZ, CITY MANAGER   
**BY:** CHRISTY PINUELAS, DIRECTOR OF FINANCE   
**SUBJECT:** DEMAND WARRANT NO. 770

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Demand Warrant No. 770 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. 770.

**JUNE 28, 2017**

**DEMAND WARRANT REGISTER NO. SEVEN HUNDRED SEVENTY**

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

  
Greg Ramirez, City Manager



## Demand Register 770

| Date       | Check  | Vendor                             | Description                     | Amount    |
|------------|--------|------------------------------------|---------------------------------|-----------|
| 06/08/2017 | 100340 | All Control Cleaning Inc.          | Set Ups at Event Ctr 5/17       | 2,834.63  |
| 06/08/2017 | 100341 | At&t Calnet 2                      | Communications                  | 221.83    |
| 06/08/2017 | 100342 | Cerco Engineering                  | CDBG Chumash Pk Project         | 47,310.00 |
| 06/08/2017 | 100343 | Conejo Courier & Cartage           | Postage                         | 100.00    |
| 06/08/2017 | 100344 | Craig Heinberg                     | Tennis Instruction              | 2,030.40  |
| 06/08/2017 | 100345 | David Hewitt                       | Concert Deposit                 | 4,000.00  |
| 06/08/2017 | 100346 | Delta Dental Insurance             | Dental Benefits 6/17            | 110.48    |
| 06/08/2017 | 100347 | Delta Dental Of California         | Dental Benefits 6/17            | 4,241.04  |
| 06/08/2017 | 100348 | Dennis Duvall                      | Field Maintenance               | 1,000.00  |
| 06/08/2017 | 100349 | Downs Government Affairs LLC       | Fed Government Relations        | 4,167.00  |
| 06/08/2017 | 100350 | DSR Audio                          | Sound System                    | 2,500.00  |
| 06/08/2017 | 100351 | Fedex                              | Shipping Charges                | 83.91     |
| 06/08/2017 | 100352 | Geodynamics                        | Geotechnical                    | 3,371.25  |
| 06/08/2017 | 100353 | Gordon Sabine                      | Tennis Court Maintenance        | 325.00    |
| 06/08/2017 | 100354 | Harish Tamboli                     | Activity Refund - Recreation    | 87.00     |
| 06/08/2017 | 100355 | Icc Ventura Chapter                | SAP Training                    | 100.00    |
| 06/08/2017 | 100356 | Ilene S Berke                      | Class Instruction               | 342.65    |
| 06/08/2017 | 100357 | Jessica lee                        | Security Deposit Refund         | 1,000.00  |
| 06/08/2017 | 100358 | Joslyn Shoop                       | Activity Refund - Recreation    | 87.00     |
| 06/08/2017 | 100359 | Judi Uthus                         | Comm Svc Events and Programs    | 550.00    |
| 06/08/2017 | 100360 | Keyinfo                            | Internet Access and Storage     | 3,783.88  |
| 06/06/2017 | 100361 | Lanspeed                           | Network Mgmt                    | 7,449.00  |
| 06/08/2017 | 100362 | Maureen A. Micheline               | COG 5/17                        | 7,507.57  |
| 06/08/2017 | 100363 | Michael Lang                       | Concert Ads and Flyers          | 2,025.00  |
| 06/08/2017 | 100364 | Ninjio LLC                         | Cyber Security Training         | 110.25    |
| 06/08/2017 | 100365 | Peak Surveys Inc.                  | Reyes Adobe Easements           | 24,479.50 |
| 06/08/2017 | 100366 | R P Barricade                      | Barricades 5/20                 | 475.00    |
| 06/08/2017 | 100367 | Reserve Account Pitney Bowes       | City Hall & Rec Ctr Postage     | 1,476.28  |
| 06/08/2017 | 100368 | Rms Printing Llc                   | Conncert Signs                  | 130.50    |
| 06/08/2017 | 100369 | Round Star West LLC                | Class Instruction               | 1,926.40  |
| 06/08/2017 | 100370 | Scott Patterson                    | Refund Oak Tree Permit          | 212.00    |
| 06/08/2017 | 100371 | SeeClickFix                        | PW Program                      | 433.33    |
| 06/08/2017 | 100372 | SitesPacific Inc.                  | Planning Consultant             | 7,280.00  |
| 06/08/2017 | 100373 | Solid Waste Solutions, Inc.        | Film Permts & Prog Coordination | 2,315.50  |
| 06/08/2017 | 100374 | Staples Business Advantage         | Office Supplies                 | 392.01    |
| 06/08/2017 | 100375 | Terry Dipple                       | COG 5/17                        | 7,976.69  |
| 06/08/2017 | 100376 | Thousand Oaks DJ Company           | 6/9 Dance                       | 225.00    |
| 06/08/2017 | 100377 | TPX Communications                 | Phone                           | 1,483.79  |
| 06/08/2017 | 100378 | Valley Scene Magazine              | Advertisements                  | 795.00    |
| 06/08/2017 | 100379 | Vortex                             | Repairs to Metal Doors          | 606.00    |
| 06/08/2017 | 100380 | Xerox Corporation                  | Copier Usage 2/21-5/21/17       | 2,113.70  |
| 05/25/2017 | 100381 | California State Disbursement Unit | PR Deduction                    | 25.84     |
| 05/25/2017 | 100382 | Child Support Services             | PR Deduction                    | 198.46    |
| 05/25/2017 | 100383 | First National Bank                | PR Deduction                    | 10,577.70 |
| 05/23/2017 | 100384 | Lincoln Financial                  | PR Deduction                    | 189.08    |

|            |        |                                  |                                |            |
|------------|--------|----------------------------------|--------------------------------|------------|
| 06/15/2017 | 100385 | Acorn                            | Display Ads                    | 2,170.40   |
| 06/15/2017 | 100386 | Advanced Chemical Technology     | Water Treatment                | 236.00     |
| 06/15/2017 | 100387 | Agoura Hills Calabasas CC        | Contribution                   | 25,000.00  |
| 06/15/2017 | 100388 | All Control Cleaning Inc.        | Supplies                       | 53.32      |
| 06/15/2017 | 100389 | Alliant Insurance Svc            | 17-19 Crime Policy             | 2,670.00   |
| 06/15/2017 | 100390 | APB Properties                   | Monument Dep Refund            | 4,000.00   |
| 06/15/2017 | 100391 | Armando Gomez                    | Sanitize Restrooms             | 600.00     |
| 06/15/2017 | 100392 | At&t Calnet 2                    | Communication                  | 75.06      |
| 06/08/2017 | 100393 | Auna Simon                       | Security Deposit Refund        | 498.00     |
| 06/15/2017 | 100394 | Barrington                       | Receptionist - Event Ctr       | 73.92      |
| 06/15/2017 | 100395 | Calabasas Printing               | Envelopes                      | 216.41     |
| 06/15/2017 | 100396 | California Code Check, Inc.      | Plan Check                     | 525.00     |
| 06/08/2017 | 100397 | Calpers                          | Replacement Benefit            | 445.05     |
| 06/15/2017 | 100398 | Challenger Sports Corp           | Soccer Instruction             | 756.00     |
| 06/15/2017 | 100399 | Chandler Asset Management        | Investment Mgmt                | 24.85      |
| 06/15/2017 | 100400 | Clint William Cooper             | Class Instruction              | 2,205.00   |
| 06/15/2017 | 100401 | Cmta                             | Investment Policy App Fee      | 330.00     |
| 06/15/2017 | 100402 | Cornwall Security Services       | Security Guards                | 3,536.00   |
| 06/15/2017 | 100403 | County Of La Chief Info. Offic   | Aerial Images                  | 10,127.00  |
| 06/15/2017 | 100404 | Crash Data                       | CDR Software License Renewal   | 210.00     |
| 06/15/2017 | 100405 | Creative Fire                    | Class Instruction              | 2,063.25   |
| 06/15/2017 | 100406 | David Hall                       | Employment Evaluation          | 1,050.00   |
| 06/15/2017 | 100407 | Delphine G. Hererra              | Fitness Instruction            | 536.00     |
| 06/15/2017 | 100408 | Department Of Justice            | Fingerprinting                 | 158.00     |
| 06/15/2017 | 100409 | Direct Tv                        | TV Reception                   | 150.04     |
| 06/15/2017 | 100410 | Envicom Corporation              | Environmental Consulting Svc.  | 2,099.50   |
| 06/15/2017 | 100411 | Environmental Science Associates | Oak Tree Services              | 525.00     |
| 06/15/2017 | 100412 | Estate of Alan J. Mulder         | Landscape Maint 5/17           | 1,325.00   |
| 06/15/2017 | 100413 | Gemsbuck Inc.                    | Class Instruction              | 3,720.50   |
| 06/15/2017 | 100414 | Gilbert & Bain Jordan            | Landscape Consultant           | 2,250.00   |
| 06/15/2017 | 100415 | Icma                             | Benefit Admin Fee              | 43.75      |
| 06/15/2017 | 100416 | Jayant Patel                     | Engineering Svcs.              | 6,630.80   |
| 06/15/2017 | 100417 | Jennifer Shakib                  | Security Deposit Refund        | 1,000.00   |
| 06/15/2017 | 100418 | Jim Goodwin                      | Activity Refund - Recreation   | 52.00      |
| 06/15/2017 | 100419 | Joan Gilmore                     | False Alarm Program            | 200.00     |
| 06/15/2017 | 100420 | Joanne Calhoun                   | Activity Refund - Recreation   | 52.00      |
| 06/15/2017 | 100421 | Judy Spicer                      | Security Deposit Refund        | 1,000.00   |
| 06/08/2017 | 100422 | Kimley Horn & Assoc.             | Engineering Svcs.              | 32,083.50  |
| 06/15/2017 | 100423 | LA County Public Works Dept.     | Traffic Signal Maintenance     | 3,034.52   |
| 06/15/2017 | 100424 | Lanspeed                         | Network Supplies               | 90.16      |
| 06/15/2017 | 100425 | Larry Walker Associates          | Malibu Creek Water Quality Svc | 41,051.08  |
| 06/15/2017 | 100426 | Las Virgenes Municipal Water     | Water Svcs.                    | 16,970.14  |
| 06/15/2017 | 100427 | Void                             | Void                           | 0.00       |
| 06/15/2017 | 100428 | Void                             | Void                           | 0.00       |
| 06/15/2017 | 100429 | Las Virgenes School District     | Classroom Rentals              | 840.00     |
| 06/15/2017 | 100430 | League Of California Cities      | LA County Dues                 | 1,181.25   |
| 06/15/2017 | 100431 | Los Angeles County Sheriff's     | LASD Svcs. 5/17                | 356,961.82 |
| 06/15/2017 | 100432 | Merchants Landscape Services     | Landscape Maintenance 5/17     | 31,328.00  |
| 06/15/2017 | 100433 | Movies By Kids                   | Class Instruction              | 2,334.50   |
| 06/15/2017 | 100434 | Organic Acting                   | Class Instruction              | 980.00     |
| 06/15/2017 | 100435 | Orkin Pest Control               | Pest Control                   | 315.45     |
| 06/15/2017 | 100436 | Peopleready                      | Garage Cleaning Labor          | 326.69     |
| 06/15/2017 | 100437 | Pers Public Agency Coalition     | Annual Membership              | 250.00     |

|            |        |                                      |                                 |            |
|------------|--------|--------------------------------------|---------------------------------|------------|
| 06/15/2017 | 100438 | Republic Elevator                    | Elevator Maintenance            | 354.04     |
| 06/15/2017 | 100439 | Richard a. Lemmo                     | Class Instruction               | 2,320.50   |
| 06/15/2017 | 100440 | Riggs & Riggs, Inc.                  | Appraisal Report                | 4,000.00   |
| 06/15/2017 | 100441 | Robert Jones                         | DRT Supplies                    | 146.81     |
| 06/15/2017 | 100442 | Ron Rishe                            | Activity Refund - Recreation    | 52.00      |
| 06/15/2017 | 100443 | Ronald F. Troncatty                  | Equestrian Facility Maint       | 1,575.00   |
| 06/15/2017 | 100444 | Scott Bartholomew                    | Class Instruction               | 2,772.00   |
| 06/15/2017 | 100445 | Signature Signs                      | Plaque                          | 179.44     |
| 06/15/2017 | 100446 | Sky High Enrichment                  | Class Instruction               | 1,835.40   |
| 06/15/2017 | 100447 | Smith Pipe & Supply Inc.             | Calsense                        | 903.98     |
| 06/15/2017 | 100448 | Southern Ca Edison                   | Electricity                     | 11,045.25  |
| 06/15/2017 | 100449 | Southern Ca Gas Co                   | Utilities                       | 1,185.01   |
| 06/15/2017 | 100450 | Staples Business Advantage           | Office Supplies                 | 65.37      |
| 06/15/2017 | 100451 | Sunbelt Controls                     | HVAC Controls                   | 7,935.00   |
| 06/15/2017 | 100452 | Tabitha Cohanin                      | Security Deposit Refund         | 775.00     |
| 06/15/2017 | 100453 | Tetra Tech Construction Services Inc | Fiber Optic Project             | 407,482.55 |
| 06/15/2017 | 100454 | The LA Jr Chamber of Comm Charity    | Class Instruction               | 272.00     |
| 06/15/2017 | 100455 | Time Warner                          | TV Reception                    | 181.63     |
| 06/15/2017 | 100456 | Tony Wertenbruch                     | DRT Supplies                    | 439.95     |
| 06/15/2017 | 100457 | Underground Service Alert            | Dig Alerts                      | 61.50      |
| 06/15/2017 | 100458 | United Storm Water Inc.              | Storm Drain Inserts Installed   | 160,141.50 |
| 06/15/2017 | 100459 | Us Bank Corp. Payment System         | Credit Card Charges             | 19,208.60  |
| 06/15/2017 | 100460 | Void                                 | Void                            | 0.00       |
| 06/15/2017 | 100461 | Void                                 | Void                            | 0.00       |
| 06/15/2017 | 100462 | Void                                 | Void                            | 0.00       |
| 06/15/2017 | 100463 | Void                                 | Void                            | 0.00       |
| 06/15/2017 | 100464 | Void                                 | Void                            | 0.00       |
| 06/15/2017 | 100465 | Void                                 | Void                            | 0.00       |
| 06/15/2017 | 100466 | Void                                 | Void                            | 0.00       |
| 06/15/2017 | 100467 | Venco Electric Inc.                  | Repair Fixtures Chamber Lobby   | 700.00     |
| 06/15/2017 | 100468 | Ventura County Star                  | Advertisement                   | 297.44     |
| 06/15/2017 | 100469 | Vickie Aigner                        | Class Instruction               | 84.00      |
| 06/15/2017 | 100470 | Vortex                               | Repairs to Wood and Glass Doors | 403.20     |
| 06/15/2017 | 100471 | West Coast Arborists, Inc            | Tree Maintenance                | 1,872.00   |
| 06/15/2017 | 100472 | Westlake HS Boys VB Booster Club     | Security Deposit Refund         | 1,000.00   |
| 06/15/2017 | 100473 | William Koehler                      | Travel Reimbursement            | 283.48     |

**Total: 1,350,577.28**



**Demand Register No. 770**

**PASSED, APPROVED, AND ADOPTED** this 28th day of June 2017, by the following vote to wit:

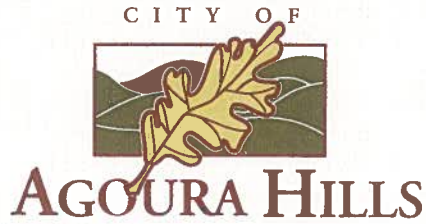
AYES: (0)  
NOES: (0)  
ABSTAIN: (0)  
ABSENT: (0)

\_\_\_\_\_  
Denis Weber, Mayor

ATTEST:

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

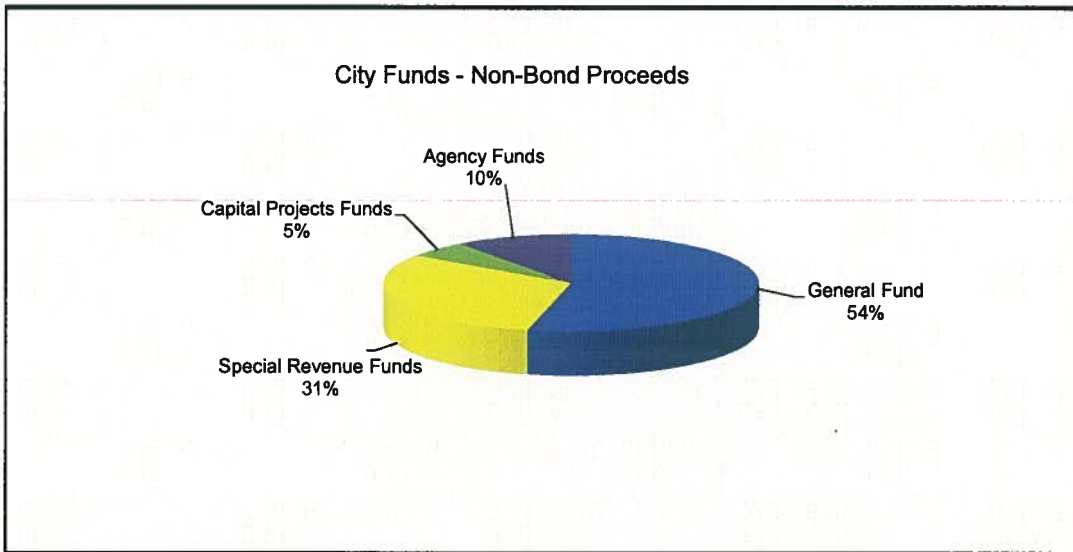




*"Gateway to the Santa Monica Mountains National Recreation Area"*

**Investment Report  
For the Month of May 2017**

| Type                                    | Issuer                              | Maturity Date | Coupon Interest Rate | Yield  | Par Value               | Fair Value           |
|---|-------------------------------------|---------------|----------------------|--------|-------------------------|----------------------|
| Local Agency Investment Fund            | California State Treasurer's Office | On Demand     | 0.925%               | 0.925% | \$ 13,463,161.27        | \$ 13,463,161.27     |
| Checking                                | Wells Fargo                         | On Demand     | 0.000%               | 0.000% | \$797,276.50            | 797,276.50           |
| US Securities                           | Federal Home loan Bank              | 6/21/2017     | 1.000%               | 1.090% | 250,000.00              | 250,070.25           |
| Cash Custodial                          |                                     |               |                      |        |                         |                      |
| Petty Cash                              |                                     |               |                      |        | 800.00                  | 800.00               |
| <b>Total Non-Bond Proceeds</b>          |                                     |               |                      |        | <b>14,511,237.77</b>    | <b>14,511,308.02</b> |
| <b>Total Bond Proceeds (See Page 2)</b> |                                     |               |                      |        | <b>694,328.08</b>       | <b>694,328.08</b>    |
| <b>Total Cash and Investments</b>       |                                     |               |                      |        | <b>\$ 15,205,565.85</b> |                      |



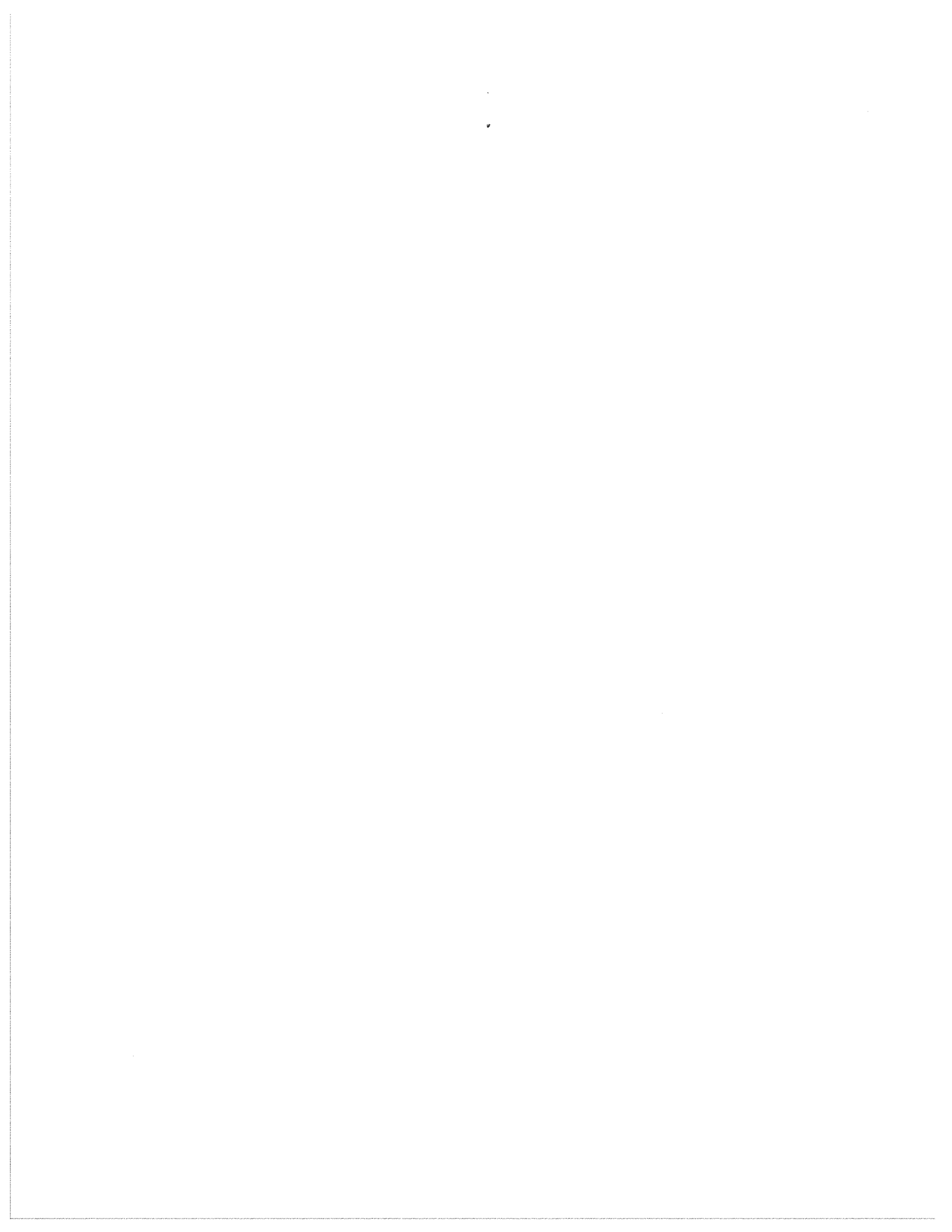
### Investment of Bond Proceeds

| Investment                        | Bank of New<br>York<br><br>Agoura Hills<br>Improv Auth<br>2013 Series | Bank of New<br>York<br><br>Agoura Hills<br>Fin Auth<br>2016 Series | Fair<br>Value |
|-----------------------------------|---|--|---------------|
| Bank of New York - Federated Fund | \$ 244,413.87   | \$ 449,914.21  | 694,328.08    |
|                                   | \$ 244,413.87   | \$ 449,914.21  | \$ 694,328.08 |
| Original Bond Issue Amount        | 3,675,000   | 10,300,000   |               |
| Principal Outstanding at 5/31/17  | 3,530,000   | 10,300,000   |               |
| Date of Bond Issue                | 9/25/2013   | 12/6/2016  |               |
| Date of Final Maturity            | 2/1/2043  | 6/1/2041   |               |
| Interest Rates                    | 4.00%   | 4.00%  |               |
|                                   | to  | to   |               |
|                                   | 5.00%   | 4.38%  |               |

1. The City will be able to meet its expenditure requirements for the next six months.
2. The portfolio complies with the City's Investment Policy.
3. The original signed copy of this report is on file in the office of the City Clerk

  
 \_\_\_\_\_  
 Greg Ramirez, City Manager


June 28, 2017  
 \_\_\_\_\_  
 Date




## REPORT TO CITY COUNCIL

**DATE:** JUNE 28, 2017

**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

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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 continues to be extremely proficient, knowledgeable and experienced with the collection methods and processes. The current agreement is scheduled to terminate on June 30, 2017.

The program continues to be successful and is used by many Agoura Hills residents (approximately 77%). For the 2016-17 fiscal year-to-date, the program has collected 349 gallons of used oil, 103 oil filters, 47 gallons of antifreeze, 1 car battery, and 810 gallons of latex paint. These figures represent an increase from the 2015-2016 program data, with final reporting for the May collection forthcoming.

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 a nine percent (9%) increase in the collection cost for the 2017-18 Fiscal Year. This increase is attributed to the cost for transportation, new requirements for used oil and antifreeze collection and processing of the items, storage fees, and personnel cost associated with operating the program.

The proposed cost will be \$1,545.98 per event for GI Industries to collect and properly dispose of materials (\$9,275 annually). There is sufficient funding in both Used Oil Payment Program and Solid Waste Fund to accommodate the increase.

Staff continues to be satisfied with the services and the results, and the community continually utilizes this service. Staff is recommending the City Council approve 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, 2017, and terminating June 30, 2018, with an amount not to exceed \$9,276, 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 CA  |
| RESPONSIBLE PRINCIPAL OF CONTRACTOR: | Attn: Michael Smith  |
| CONTRACTOR'S ADDRESS:                | 195 W. Los Angeles Ave.<br>Simi Valley, CA 93065   |
| CITY'S ADDRESS:                      | City of Agoura Hills<br>30001 Ladyface Court<br>Agoura Hills, CA 91301<br>Attn: City Manager |
| PREPARED BY:                         | Louis Celaya   |
| COMMENCEMENT DATE:                   | July 1, 2017   |
| TERMINATION DATE:                    | June 30, 2018  |
| CONSIDERATION:                       | Contract Price: \$1,545.98/mo<br>Not to Exceed: \$9,276.00/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, 2017, 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, 2017, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2018, 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 Nine Thousand Two Hundred Seventy Six and Zero Cents (\$9,276.00) ("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. Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Vendor maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

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

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

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

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

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

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

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

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

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

## 11. INDEPENDENT CONTRACTOR

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

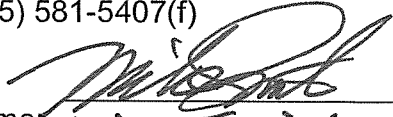
ATTEST:

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

APPROVED AS TO FORM:  
*City Attorney's Office (2017)*

**CONTRACTOR**

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

By:   
Name: *MIKE SMITH*  
Title: *DIRECTOR OF OPERATIONS*

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 2017

September 2017

November 2017

January 2018

March 2018

May 2018

## **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 \$1,545.98 per month and a maximum annual amount of \$9,276.00



**G.I. Industries**

195 W. Los Angeles Ave  
Simi Valley, CA. 93065  
(805) 522-9400/(818) 782-2474  
(805) 581-5407 Fax

June 21, 2017

City of Agoura Hills  
30001 Lady Face Ct  
Agoura Hills, CA. 91301  
Attn: Louis Celaya

Subject: Used Oil Collection

Dear Mr. Celaya;

Waste Management always strives to offer excellent collection services at competitive prices. Providing the City of Agoura Hills with quality service is our number one priority. In order to maintain our caliber of service we must sometimes revise our pricing structure to accommodate the costs involved in transporting, handling and disposing of the materials at the Used Oil Collection events.

Over the past years, we have been successful at keeping our prices and operating costs as low as possible, but sometimes especially in this very challenging economic environment, it is simply beyond our control.

Please see the attached new revised detailed cost breakdown per site day for your approval.

We appreciate your business and look forward to our continued service with the City of Agoura Hills. If you have any additional questions please do not hesitate to call me at (805) 955-4301.

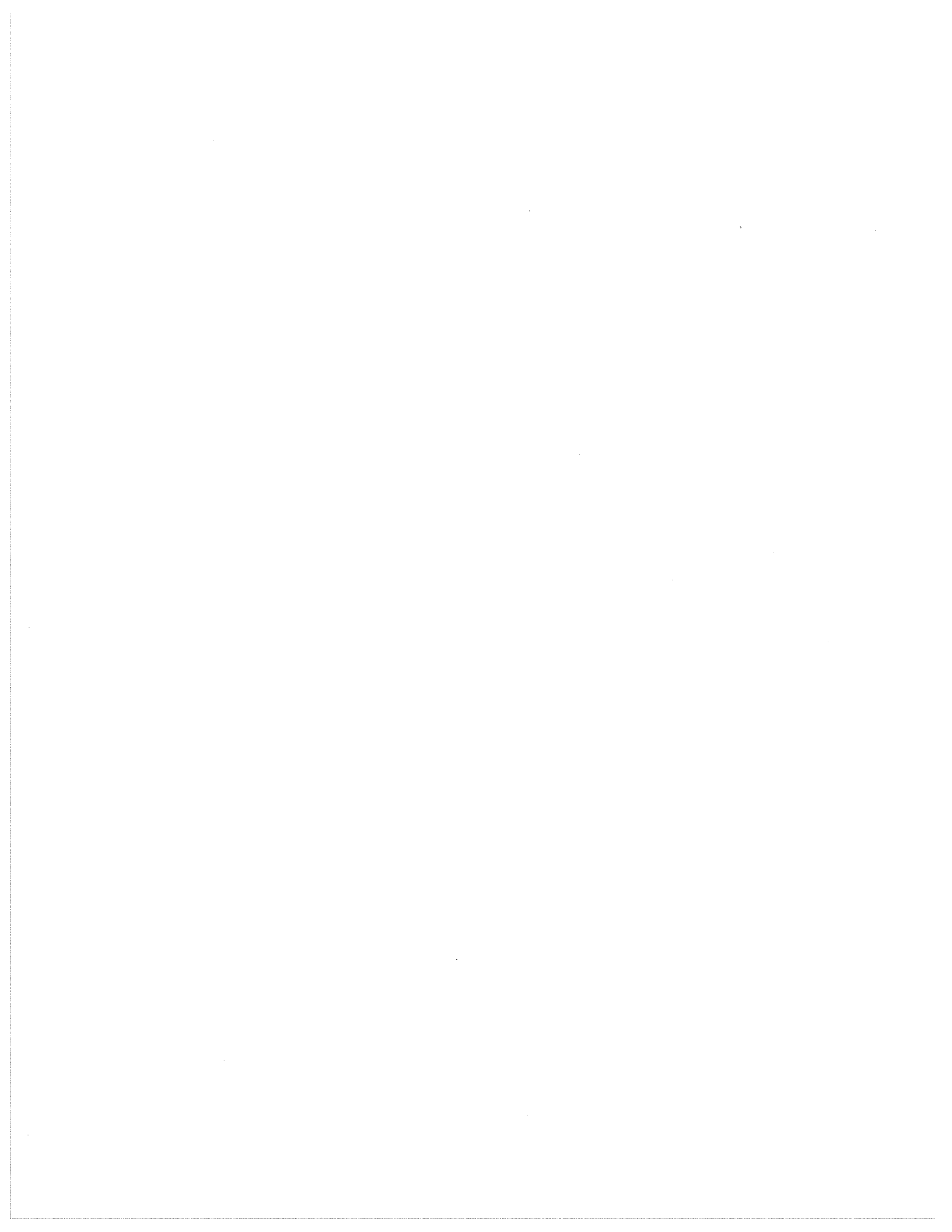
Sincerely,  
Waste Management

  
Marilyn Gallagher  
Public Sector Services



**Detailed cost breakdown per site day:**

| <b>Item</b>  | <b>6/15/2017</b>  |
|--|-------------------|
| Transportation to the site and back to the yard<br>Operations cost = \$100 x 3 hours   | \$300.00          |
| <b>Staff at the site due to actual staffing records</b><br>Four employees x 5 hours each @ time & half rate plus benefits = \$30.41  | \$608.20          |
| <b>Clean and add needed supplies</b><br>Gloves, Aprons, Trash Bags, Absorbent Towels, Rice Ash, Safety Glasses, Drop Cloths, Trash Removal, 55 Gallon Drum, Remove Oil Filters and Title 22 Book Fees \$270.00   | \$95.52           |
| <b>Administration time</b><br>Process Summary Report, Billing Report, Paperwork Cost, Manifests & follow-up (collections and collector billing) and phone work for set up of next site day @ \$30.47 an hour. (5 hours due to new manifest program)                    | \$152.35          |
| <b>Storage Fees</b><br>Needed Space for Recycle Box = 22 feet x 8 feet @ .90 cents per foot.   | \$27.59           |
| <b>Collection of Used Oil and Anti-Freeze per new requirements</b><br>See attached new invoice for break down of disposal and delivery of drums. Service can range from 1 barrel each for used oil and antifreeze up to 2 barrels used oil and 1 barrel of antifreeze. | \$257.00          |
| Latex Paint Processing out of container. 4 hours @ \$26.33   | \$105.32          |
| Car Batteries & Oil Filters: Costs absorbed by Waste Management  | \$0               |
| <b>Total weekly expenses</b>   | <b>\$1,545.98</b> |



## REPORT TO CITY COUNCIL

**DATE:** JUNE 28, 2017

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

**FROM:** GREG RAMIREZ, CITY MANAGER 

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

**SUBJECT:** APPROVAL OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH KIMLEY-HORN AND ASSOCIATES, INC.

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Since 2007, Kimley-Horn and Associates, Inc. (Kimley-Horn) has provided the City with exceptional professional engineering services. Specifically, their contract scope of work includes, but is not limited to:

- Plan checking of public improvement plans, grading plans, hydrology/drainage reports, and subdivision maps.
- Traffic engineering services, which includes reviewing: technical traffic studies, land development projects, traffic control plans, public infrastructure plans, and environmental impact reports.
- Preparing the Pavement Management System (PMS) update.
- Providing in-house engineering design as-needed.
- Providing additional engineering assistance upon request.

In the summer of 2012, Kimley-Horn's initial contract was set to expire, so on June 27, 2012, they were awarded a new contract, which allowed three-years guaranteed work, with the option of two additional one-year extensions, for a total of five years.

On June 30, 2017, the City's contract with Kimley-Horn is set to expire once again. Rather than go through the process of seeking a new engineering consultant, staff feels it is in the best interest of the City to retain the services of Kimley-Horn, and award them another contract. This new contract would once again be for a guaranteed three-year term, with the option of two one-year extensions, for a total of five years.

Staff is making this recommendation based on the following reasons:

1. **Excellent Service:** Kimley-Horn's work product has been exceptional, providing technical expertise and advice for engineering-related issues. Since 2007, they have gained the confidence and trust from staff, the City Council, and the community as a whole. They have taken their role as extensions of staff seriously, and have performed their duties with the utmost responsibility.
2. **Competitive Rates:** Between 2007 through 2014, Kimley-Horn held their prices fixed with no rate increases. Although the new hourly rates requested are higher than the 2014 rates, they are within the fair market value for these types of



services. The table below compares the rates for similar engineering services from a different firm in the area. As you can see, Kimley-Horn offers competitive pricing.

**Rates By Classification Per Hour**

| <b>Classification</b> | <b>Kimley-Horn</b> | <b>Comparable Firm*</b> |
|-----------------------|--------------------|-------------------------|
| Technician            | \$90               | \$99                    |
| Support Staff         | \$95               | \$83-\$116              |
| Technical Staff       | \$110              | \$100-\$139             |
| Designer              | \$120              | \$134-\$139             |
| Analyst               | \$130              | \$134-\$166             |
| Jr. Professional      | \$145              | \$140-\$155             |
| Traffic Engineer      | \$175              | \$180-\$196             |
| Senior Professional   | \$200              | \$209                   |
| Principal             | \$240              | \$227                   |

\*Cost ranges indicate minimum and maximum hourly rates based on classification level.

3. **Institutional Knowledge:** Over the past ten years, Kimley-Horn has fostered a great working relationship with staff, as well as the residents, business community, and developers. Their involvement in key issues related to major capital improvement projects has been instrumental in ensuring the public’s health and safety remains the top priority. With so many high-profile, traffic-related projects currently being worked on (i.e., Agoura Road Widening, Kanan/Agoura Ultimate Intersection Improvements, etc), and so many more projects planned for years to come, staff believes changing consultants at this time would be a setback in our ability to deliver projects in a timely manner.

The proposed budget for FY 2017-18 covers the costs of these services through a combination of General Fund, Gas Tax, Measure M (Local), and Traffic Safety accounts.

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

**RECOMMENDATION**

Staff respectfully recommends the City Council:

1. Approve the professional engineering services agreement with Kimley-Horn and Associates, Inc.
2. Authorize the Mayor to sign the agreement on behalf of the City Council.

Attachment: Professional Services Agreement

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

NAME OF CONSULTANT: Kimley-Horn & Associates, Inc.  
RESPONSIBLE PRINCIPAL OF CONSULTANT: Attn: Sri Chakravarthy  
CONSULTANT'S ADDRESS: 660 South Figueroa St, Ste. 2050  
Los Angeles, CA 90017  
CITY'S ADDRESS: City of Agoura Hills  
30001 Ladyface Court  
Agoura Hills, CA 91301  
Attn: City Manager  
PREPARED BY: Kelly Fisher  
COMMENCEMENT DATE: July 1, 2017  
TERMINATION DATE: June 30, 2020  
CONSIDERATION: Contract Price  
Not to Exceed: \$500,000/yr

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

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

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN  
THE CITY OF AGOURA HILLS AND KIMLEY-HORN &  
ASSOCIATES, INC.**

**THIS AGREEMENT** is made and effective as of July 1, 2017, between the City of Agoura Hills, a municipal corporation ("City") and Kimley-Horn & Associates, Inc. ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

**1. TERM**

This Agreement shall commence on July 1, 2017, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2020, unless sooner terminated pursuant to the provisions of this Agreement.

The City may, at its option, extend this Agreement for one additional term of two years upon providing written notice of its intent to extend this Agreement to the Consultant not less than thirty (30) days prior to the expiration of the initial Term. Such extension shall be at the same price and conditions as set forth herein.

**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 Five Hundred Thousand Dollars and Zero Cents (\$500,000) ("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. Any modifications made by City to any of the Consultant's documents, of any use, partial use or reuse of the documents, for purposes other than identified in this Agreement, without written authorization or adaption by the Consultant will be at the City's sole risk and without liability to the Consultant.

## **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 to the extent arising out of or incident to any negligent 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.

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

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

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

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

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

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

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

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

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

1) The City, its officers, officials, employees and volunteers are to be covered and named as additional insureds in respect to: liability arising out of

activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

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

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

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

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

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

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

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



## **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: Kimley-Horn & Associates, Inc.  
660 South Figueroa St., Suite 2050  
Los Angeles, CA 90017  
Attention: Sri Chakravarthy

**15. ASSIGNMENT**

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

**16. LICENSES**

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

**17. GOVERNING LAW**

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

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

**18. PROHIBITED INTEREST**

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

**19. 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

\_\_\_\_\_  
Denis Weber,  
Mayor

ATTEST:

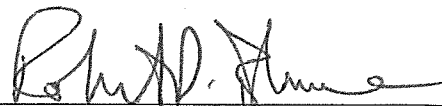
\_\_\_\_\_  
Kimberly M. Rodrigues, MMC  
City Clerk  
Date Approved by City Council: \_\_\_\_\_


APPROVED AS TO FORM:

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

CONSULTANT

Kimley-Horn & Associates, Inc.  
660 South Figueroa St., Suite 2050  
Los Angeles, CA 90017  
Sri Chakravarthy  
213-261-4037

By:   
Name: ROBERT D. BLUME  
Title: VICE PRESIDENT

By:   
Name: Sri Chakravarthy, PE 73629  
Title: Assistant Secretary

KHACA  
12

[Signatures of Two Corporate Officers Required]

## EXHIBIT A

### TASKS TO BE PERFORMED

#### I. Engineering Services

##### A. Engineering Services

When requested:

1. Analyze CITY's needs and prepare, recommend, and administer long-and short-range programs consistent with the economic capabilities of the CITY.
2. Review and comment on planning programs and land development projects.
3. Recommend regulations and ordinances pertaining to engineering matters.
4. Advise CITY as to engineering and construction financing available from other governmental agencies and, when so requested, prepare and initiate application for such funding.
5. Perform technical plan review of public improvement plans submitted to the CITY, including, but not limited to, street improvements, sewer plans, storm drain plans, traffic-related plans (signal, signing and striping, traffic control, etc.) and grading plans.
6. Perform technical checks on land development projects, Final Maps and other Subdivision Map Act documents, submitted to the CITY for approval.

##### B. City Traffic Engineering Services

1. In the capacity of City Traffic Engineer, advise and assist CITY's departments, commissions, committees, and City Council and provide interface with regional and State transportation agencies.
2. Assess the potential traffic impact of proposed development/redevelopment projects.
3. When requested, prepare engineering reports to the City Council in response to requests for traffic calming and traffic control device installations and modifications such as stop signs, speed humps, crosswalks, traffic channelization and speed zones.
4. Prepare grant applications for funding from federal, state and regional agencies for traffic safety studies and improvements.
5. Identify, review, and develop recommendations for corrective measures at locations experiencing unusually high accident rates.
6. Provide technical advice to CITY's staff in connection with the maintenance and operation of CITY's traffic signal facilities, and any other traffic related items.

##### C. Public Works Permit And Inspection

When requested:

1. Provide construction observation of permit work on development projects within the public right-of-way.

#### D. Development Review and Control

When requested:

1. Check all improvement plans for facilities under the jurisdiction of CITY and prepared by private developers.
2. Establish performance/labor and material bond amounts, grading bond amounts, and development fee amounts when required.
3. Provide field inspection during construction, the issuance of a Certificate of Occupancy, of such improvements by private developers, and at the proper time, recommend acceptance of the work.
4. Provide such necessary and related functions as are normal practice of CITY in the CITY Engineering review of private developments.

#### E. Capital Projects

When requested:

1. Prepare the design, construction plans, specifications, estimates and contract documents.
2. Provide design surveying, construction surveying, and construction observation together with construction administration.
3. Coordinate with utility companies in the relocation of affected utilities.
4. Process the plans and specifications through other agencies for review and approval in connection with special funding programs and permits when required.
5. Provide field inspection during construction of capital improvements by contractors, and at the proper time, recommend acceptance of the work.

#### F. Pavement Management System (PMS) Update

1. Prepare PMS update which is completed every 3 years (last update done in 2017). Update should follow similar format as current PMS document. Any revisions to format or content of PMS manual shall first be approved by the City Engineer.
2. Prepare/recommend an action plan in order to achieve a Pavement Condition Index (PC1) of 70 or above for all City streets. Details of what to include in the action plan shall be discussed with City staff.

## II. Engineering Services

CITY may from time to time have the need for other services not specifically listed in Paragraph I, Engineering Services for which CONSULTANT has the necessary experience and capabilities to provide such services including, but not limited to, real property services, environmental planning, municipal planning, and related work. CITY, through its City Manager, Assistant City Manager, or City Engineer, may authorize CONSULTANT to perform such selected services on an as needed basis.

**EXHIBIT B**

**PAYMENT RATES AND SCHEDULE**

**KIMLEY-HORN AND ASSOCIATES, INC.  
LOS ANGELES**

**HOURLY BILLING RATES  
FOR THE CITY OF AGOURA HILLS  
ON-CALL, AS NEEDED SERVICES  
EFFECTIVE THROUGH JUNE 30, 2018**

|                                    |       |
|------------------------------------|-------|
| TECHNICIAN .....                   | \$90  |
| SUPPORT STAFF .....                | \$95  |
| TECHNICAL STAFF .....              | \$110 |
| DESIGNER .....                     | \$120 |
| ANALYST .....                      | \$130 |
| JR. PROFESSIONAL.....              | \$145 |
| TRAFFIC ENGINEER/PROFESSIONAL..... | \$175 |
| SENIOR PROFESSIONAL .....          | \$200 |
| PRINCIPAL .....                    | \$240 |

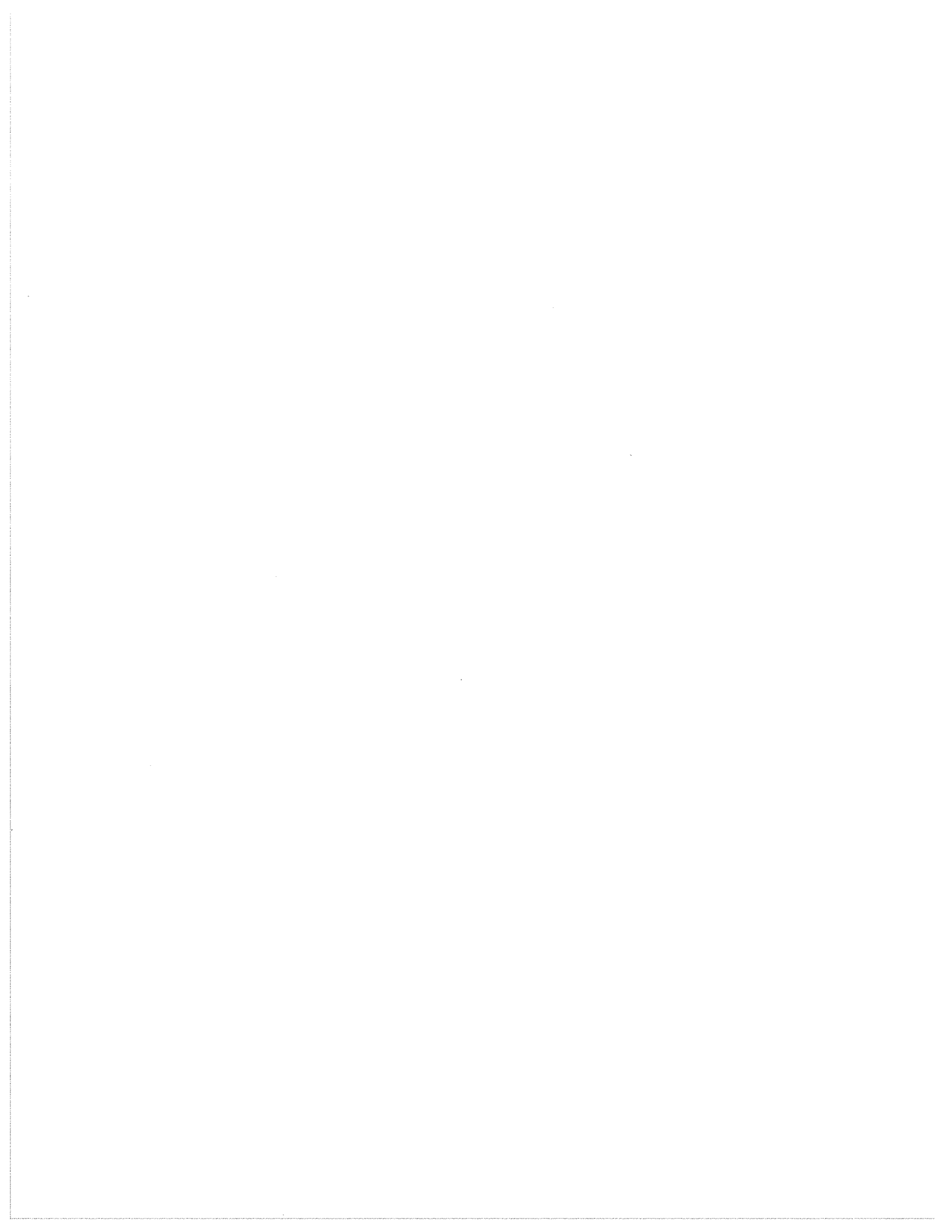
**EXPENSES**

|   |     |
|---|-----|
| SUBCONSULTANT MANAGEMENT/DIRECT EXPENSE.....  | 15% |
| OFFICE EXPENSES (Allocation).....   | 6%  |
| (Covers direct expenses, such as in-house duplicating and blueprinting, local mileage, telephone calls, electronic messaging, postage, and word processing) |     |

Note: Billing Rates are reviewed and adjusted annually on June 30<sup>th</sup>.







## REPORT TO CITY COUNCIL

**DATE:** JUNE 28, 2017

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

**FROM:** GREG RAMIREZ, CITY MANAGER 

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

**SUBJECT:** APPROVAL OF A CONTRACTOR SERVICES AGREEMENT WITH BURNS-PACIFIC CONSTRUCTION, INC., FOR FY 2017-18 PUBLIC WORKS MAINTENANCE SERVICES

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On May 15, 2017, staff solicited proposals for public works maintenance services. The services, which include, but are not limited to, street maintenance, sidewalk repairs and inspection, catch basin cleaning, traffic sign maintenance, street striping/pavement marking, general clean-up, and emergency response, as needed.

On June 13, 2017, the City received proposals from two (2) prospective companies: Burns-Pacific Construction, Inc. (Burns), and Cerco Engineering, Inc. Staff reviewed and evaluated the proposals, and unanimously determined that Burns-Pacific Construction, Inc., was the most experienced and qualified company based on the following proposal criteria:

- Completeness and thoroughness of proposal.
- Grasp of the scope and services to be performed.
- Qualifications and experience of key personnel.
- Related experience working with public agencies.
- Approach to performing the work.
- Size of labor force and resources available to complete the work.

Burns has been providing public works services to the City since 2011, with exceptional results; and are currently providing similar services for the Cities of Calabasas, Malibu, and Westlake Village.

In addition, aside from standard cost-of-living increases each year, Burns decreased their normal mark-up percentage, and covered a large majority of their costs associated with insurances and rising prevailing wage rates determined by union negotiations, to keep their rates fixed through the years, in order to show appreciation to the City as a valued customer.

If approved, this new contract would reflect rates that account for all items typically included in contractor calculations of fully-burdened rates (ie: current prevailing hourly wage rates pursuant to the provisions of Section 1773 of the Labor Code for the State of California, costs of coverage for multiple insurance policies, and standard company mark-

up percentage). Refer to “Exhibit B- Payment Rates and Schedule” of the draft agreement.

There are sufficient funds appropriated in the proposed FY 2017/18 budget to cover the costs for these services. The term of the agreement would begin July 1, 2017, and would expire June 30, 2020, and can be extended for a maximum of two years, upon mutual agreement between the City and contractor. Prices may be increased or decreased annually by a percentage determined from the California Consumer Price Index.

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

## **RECOMMENDATION**

Staff respectfully recommends the City Council:

1. Approve the contractor services agreement with Burns-Pacific Construction, Inc.
2. Authorize the Mayor to sign the agreement on behalf of the City Council.

Attachment: Contractor Services Agreement

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

NAME OF CONTRACTOR: Burns Pacific Construction, Inc.  
RESPONSIBLE PRINCIPAL OF CONTRACTOR: Attn: Paul Burns  
CONTRACTOR'S ADDRESS: 505 E. Thousand Oaks Blvd.  
Thousand Oaks, CA 91360  
CITY'S ADDRESS: City of Agoura Hills  
30001 Ladyface Court  
Agoura Hills, CA 91301  
Attn: City Manager  
PREPARED BY: Kelly Fisher  
COMMENCEMENT DATE: July 1, 2017  
TERMINATION DATE: June 30, 2020  
CONSIDERATION: Contract Price  
Not to Exceed: \$500,000/yr

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

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

**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN  
THE CITY OF AGOURA HILLS AND BURNS PACIFIC  
CONSTRUCTION, INC.**

**THIS AGREEMENT** is made and effective as of July 1, 2017, between the City of Agoura Hills, a municipal corporation ("City") and Burns Pacific Construction, Inc. ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

**1. TERM**

This Agreement shall commence on July 1, 2017, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2020, unless sooner terminated pursuant to the provisions of this Agreement.

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

**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>. Consultant 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 Five Hundred Thousand Dollars and Zero Cents (\$500,000) ("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. 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 there from 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-contractor in connection with the performance of this Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such Claims arising out of the sole negligence or willful misconduct of the Indemnitees. With respect to any and all such Claims, Contractor shall defend Indemnitees at Contractor's own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against Indemnitees. Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. All duties of Contractor under this Section shall survive termination of this Agreement.

**10. INSURANCE REQUIREMENTS**

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **11. INDEPENDENT CONSULTANT**

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-contractor 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 Consultant: Burns Pacific Construction, Inc.  
505 E. Thousand Oaks Blvd.  
Thousand Oaks, CA 91360  
Attention: Paul Burns

**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**

\_\_\_\_\_  
Denis Weber,  
Mayor

ATTEST:


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


APPROVED AS TO FORM:

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

**CONTRACTOR**

Burns Pacific Construction, Inc.  
505 E. Thousand Oaks Blvd.  
Thousand Oaks, CA 91360  
Paul Burns  
805-371-4171  
805-495-2866 Fax

By:   
Name: Paul D. Burns  
Title: President

By:   
Name: Paul D. Burns  
Title: Secretary

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

## EXHIBIT A

### TASKS TO BE PERFORMED

**Scope of Maintenance Services:** The work to be done consists of furnishing all material, equipment and labor as required by the contract documents for Public Works services within the City of Agoura Hills as directed by the City's Engineering Department staff.

#### I. General

- A. Attend kick-off meeting at the City to discuss roles of team personnel, schedule, critical activities, constraints, interface with the public and specific issues.
- B. The Contractor shall provide the names, addresses, and phone numbers of representative(s) responsible for the following:
  - 1. Emergency responses
  - 2. Person in responsible charge at the local office
  - 3. Person in responsible charge at the main office.
- C. The Contractor shall comply with all State and Federal requirements regarding affirmative action and provisions for minority hiring.
- D. All Contractors and subcontractors shall carry full insurance with City named as an additional insured as detailed in Attachment A.
- E. Maintain a safety program for all staff in compliance with all State and Federal laws.
- F. Insure all maintenance staff is properly trained and that all records for the training are kept in compliance with State and Federal laws.
- G. Perform the services with the degree of skill and diligence normally employed by operations and maintenance personnel performing the same or similar services.
- H. The provisions of the California Labor Code will be incorporated in and govern this contract. The successful contractor will be required to pay not less than the general prevailing rate of per diem wages as determined by the Department of Industrial Relations, copies of which are on file with the City and available upon request. The City may withhold processing any pay request for non-compliance with this requirement.
- I. The Contractor shall conduct the work required in such a manner as to cause the least amount of interference to the public and the general operations of the City.
- J. All subcontractors shall be licensed and bonded in the specialty for which they are contracted.
- K. Contractor shall not use any subcontractors without prior written approval by the City Engineer. Approval may be withheld until the Contractor has submitted a written statement concerning the use of proposed use of a subcontractor which statement shall contain all the information required by the City.
- L. The use of a subcontractor shall not create any contractual relationship between the subcontractor and City. The Contractor shall be fully

responsible for any acts and omissions of his subcontractors, and any persons directly or indirectly employed by them.

- M.** Subcontractors shall be subject to all terms and conditions of the agreement entered into by the City and Contractor.
- N.** Contractor shall be responsible for complete supervision of all workers, work crews, and subcontractors. All supervisors shall be equipped at all times with a cellular telephone.
- O.** Contractor shall comply with reasonable requests of the City Engineer as to preferred sequence for various types of work.
- P.** Contractor shall perform no work in addition to scheduled work unless the additional work is approved in advance by the City Engineer.
- Q.** The need for additional work may be identified by either the Contractor or the City Engineer. If identified by the Contractor, it shall not be performed without prior approval of the City Engineer. If identified by the City Engineer, the Contractor may proceed with such work.
- R.** To insure effective communications, the contractor shall provide, and the City Engineer will approve, a work request form in order to obtain complete information on work needs and requests for service.
- S.** Contractor shall keep records for work orders, payrolls, subcontracts, material and contractual service invoices, and equipment rental invoices. All such records shall, upon demand, be made available to the City for inspection and/or public records requests.
- T.** Traffic control shall conform to Section 7-10 of the "Greenbook" Standards Specifications for Public Works Construction except that references to the California Department of Transportation Traffic Manual should be replaced with references to the California Manual on Uniform Traffic Control Devices.
- U.** Traffic control plans shall be submitted by Contractor when requested for lane closures. The City Engineer must review and approve plans prior to beginning of work.
- V.** Contractor shall implement Best Management Practices (BMPs) to prevent storm water pollution from entering natural streams and/or the City's storm drain systems. The BMPs implemented shall include, but not limited to, those appropriate for wet weather conditions. No separate payment will be made for compliance with these provisions.
- W.** Contractor shall use reasonable efforts to prevent waste of utility resources (water, electric power, etc.) which are provided by the City.
- X.** The Contractor shall observe and report to the City Engineer any problems that are of interest to the City, but outside the scope of work described within this proposal. Examples of such problems include, but are not limited to: Water main and sewer leaks, faulty utility trench repairs, spilled concrete, etc.
- Y.** When directed by the City Engineer, the Contractor shall contact City residents and/or businesses on the City's behalf to discuss and resolve maintenance problems and/or concerns.



## II. Street Maintenance

**Scope of Street Maintenance Services:** Work under this section shall consist of performing all street maintenance as authorized by the City Engineer including, but not limited to: repair or limited replacement of asphalt surfaces, full depth removal and replacement of pavement areas, patching pot holes, shoulder grading, sidewalk, parkway and trail maintenance, trimming of trees encroaching in public right-of-way or blocking line-of-sight, graffiti removal, emergency response to rock falls, mud slides, debris flows and other spills within the public right-of-way, damaged signs, and other work authorized by the City Engineer. Additionally, please provide a written understanding of the scope of the work.

- A. The Contractor shall perform inspections of public facilities as requested by the City Engineer. Contractor shall prepare and submit a report to the City Engineer based on the City's sidewalk inspection program.
- B. The Contractor shall provide a written proposal for City Engineer approval that includes total anticipated costs for each service request prior to beginning the work. Proposals shall include estimated labor hours and personnel required to complete the task.
- C. All work shall conform to the latest version of the "Greenbook" Standards Specifications for Public Works Construction unless otherwise approved by the City Engineer.
- D. Material delivered and used on the designated work, including sales tax if paid by the Contractor or his subcontractor shall be documented and verified by the City. Excess material will not be paid for by the City.
- E. Equipment rental, including necessary transportation for items having a value in excess of one thousand dollars (\$1,000) shall be documented and verified by the City.
- F. The City reserves the right to furnish materials and equipment for any type of project as the City Engineer deems expedient, and the Contractor shall have no claim for profit or added fees on the cost of such materials and equipment.
- G. Pavement maintenance includes, but is not limited to, the removal and replacement of existing asphalt concrete pavement. Pavement shall be sawcut to a true line where new meets existing. Asphalt concrete shall be placed to the adjacent existing depth or four (4) inches, whichever is greater, on compacted base material (95% minimum compaction) of not less than six (6) inches. Asphalt concrete shall be compacted by a suitable method that will obtain the minimum required pavement compaction of 95% relative density. Tack coat shall be CSS-1H or equivalent with City Engineer approval. Asphalt concrete shall be Type III C2-AR-4000 or Type III C2-AR-8000.
- H. Crack sealing shall include cleaning all cracks with compressed air, applying sealant, and spreading light sand if traffic cannot be kept off cracks until sealant is set. Sealant shall be per Greenbook Standards and applied be per manufacturer's recommendation.

- I. Pavement striping and marking shall include striping both new and existing traffic lanes and/or various traffic legends using both paint and thermal plastic. The work under this section would generally be considered maintenance striping and marking. Large scale striping and marking may be done as part of a Capital Improvement Project or other method outside this contract. Further work may also include the painting of curbs, installation or replacement of traffic pavement markers, delineators or any other traffic line, marking, etc. typically associated with publicly traveled roads.
- J. Tree trimming and fallen tree removal shall include the cutting back of public property trees, bushes, or other vegetation that encroaches onto the public right-of-way or public property. Also includes shrubs and bush in and adjacent to creeks and channels.
- K. Traffic sign installation/repair/replacement shall include the replacement, repair, relocation or installation of new or existing traffic signs and any or all items associated with sign such as sign blanks, hardware, pole, and pipe. All signs within the public right-of-way are included except those that are affixed to and integrally part of the traffic signals.
- L. Critical traffic sign replacement shall occur within three (3) hours after notification. The signs considered critical are:
  - Stop
  - One Way
  - Do Not Enter
  - No Right/Left Turn
  - Keep Right
  - Yield
  - Hazard
- M. Graffiti removal shall include all work associated with the elimination of graffiti either by using cleaning equipment or repainting of the item to obscure the graffiti.
- N. Sidewalk displacement grinding/cutting/patching shall include all work associated with the temporary patching or ramping of offset sidewalk, curb and gutter, or any other concrete area within the public right-of-way. The equipment used for sidewalk grinding and/or cutting shall be approved by the City Engineer.
- O. Sidewalk repair and replacement includes removing existing damaged sidewalk, removal of tree roots and cuttings, hauling away debris, compact existing base or preparation of subgrade placement of fill, and replacing section with new sidewalk.
- P. Barricade installation and repair shall include straightening, replacement, painting, or repair of damaged guardrail, barricades, or other devices similar in nature. All associated components such as nuts, bolts, panels, posts, etc. are included in this work.
- Q. Roadside ditch cleaning shall include the removal of accumulated silt, gravel, debris, or vegetation from ditches with mechanical equipment or by hand to reestablish or improve original flow line.

- R. Street sweeping/clean-up shall be performed by mechanical equipment or by hand on an emergency basis due to illegal dumping, storms, spills, automobile accidents, or other causes for debris to be left on any public road.
- S. Other related maintenance tasks shall include any other maintenance function that might be typically performed in the City that is not expressly included in the above.

### **III. Drainage and Vegetation Maintenance**

- A. Catch basin cleaning shall include the inspection and removal of accumulated silt, gravel, debris, or vegetation from catch basins in accordance with NPDES regulations.
- B. Trash removal shall include the removal of all litter from City-owned drainage ditches, swales, or other drainage facilities.
- C. Controlling vegetation shall be required around drainage ditches or other drainage facilities using weed cutting equipment.
- D. Erosion damage repairs shall include various erosion control methods or repairs to prevent or correct erosion at drainage ditches or other drainage facilities. This may include using earth-moving equipment, wattles, silt fences, or any variety of repairs.
- E. Manhole and pipe cleaning shall include the cleaning of underground storm drain lines and/or manholes typically using a vacuum truck.

### **IV. Emergency Response**

- A. Work under this section shall consist of providing emergency response at any time including after regular working hours, on weekends, and on holidays. Emergency services may include, but not necessarily limited to the following:
  - Storm clean-up
  - Mud/Land slide clean-up
  - Placement of traffic barricades
  - Traffic control
  - Slope restoration
- B. Within ten (10) working days after the contract has been executed, the Contractor shall submit to the City Engineer for approval, a procedure for emergency response at any given time. After approval, the procedure shall be implemented immediately by the Contractor. The procedure may be modified at any given time by mutual agreement of the Contractor and City Engineer.
- C. A four (4) man crew must be on-call at all times. The maximum response time shall be 90 minutes at any time, except for emergency barricade service which shall be available within 60 minutes. The crew and necessary equipment must be at the work site and capable of operating within the maximum response time.
- D. The Contractor shall provide all temporary barricading as necessary due to unusual conditions within the public right-of-way. All Contractor field

crews must carry at least three (3) Type II barricades with flasher units in their vehicles at all times.

- E. If the Contractor observes or is contacted by City staff or Sheriff Department of an unsafe or unusual conditions within the public right-of-way, the Contractor is to immediately barricade this item and notify the City Engineer with all appropriate details. Traffic barricade service shall be available within one (1) hour at all times.

**V. Annual Concrete Repair Project**

- A. Upon mutual agreement, the City Engineer may authorize the contractor to perform a large scale concrete repair as part of the City's annual concrete repair program.
- B. The City will provide repair locations to the contractor that will include repairing sidewalks, curb, gutters, and constructing ramps.
- C. Sidewalk repair and replacement includes removing existing damaged sidewalk, removal of tree roots and cuttings, hauling away debris, compact existing base or preparation of subgrade placement of fill, and replacing section with new sidewalk.
- D. Invoicing for this work shall be tracked and billed separately from other maintenance activities.

**VI. Payment**

- A. All invoices shall contain at a minimum the following:
  - Name(s) and classification(s) of person(s) performing work
  - Hourly rate
  - Total number of hours worked
  - Total cost
  - Date and time when work was performed
  - Equipment used

## **EXHIBIT B**

### **PAYMENT RATES AND SCHEDULE**

The work outlined in the Scope of Services, Exhibit A, shall be provided on an hourly, time and materials basis. The payment rates shall be based on the following Cost Proposal dated June 2, 2017.



General Engineering and Building Contractors

June 2, 2017

City of Agoura Hills  
 30001 Ladyface Court  
 Agoura Hills, CA 91301-1335

Attention: Mr. Kelly Fisher – Public Works Project Manager

Reference: Request for Qualifications/ Proposals  
 for  
 FY 2017-18 PUBLIC WORKS MAINTENANCE SERVICES

Subjects: (1) Hourly Rates for Labor  
 (2) Fee Schedule  
 (3) 2017 Equipment List with Rates to Be Charged

Dear Mr. Fisher:

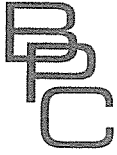
The following information is herewith submitted in response to the City of Agoura Hills' RFP for Public Works Maintenance Services dated May 15, 2017.

1. Hourly Rates for Labor

Listed below are the hourly rates which Burns-Pacific Construction, Inc. would charge for the job classifications listed. Note: These rates include 7/1/17 Union rate increases.

| <u>Classification</u> | <u>Straight Time</u> | <u>Over-Time</u> | <u>Sundays/Holidays</u> |
|-----------------------|----------------------|------------------|-------------------------|
| Foreman               | 104.00               | 137.00           | 171.00                  |
| Equipment Operator    | 101.00               | 133.00           | 165.00                  |
| Truck Driver          | 77.50                | 98.00            | 118.00                  |
| Laborer               | 78.00                | 104.00           | 128.00                  |

The above hourly rates include prevailing wage, payroll taxes, insurance and markup.



City of Agoura Hills                      June 2, 2017                      Page 2 of 2  
Attention:     Mr. Kelly Fisher – Public Works Project Manager  
Reference:     Request for Qualifications/ Proposals  
Subjects:       (1)     Hourly Rates for Labor  
                      (2)     Fee Schedule  
                      (3)     Equipment List with Rates to Be Charged

---

2.     Fee Schedule - Markup on Materials, Subcontractors and Incidental Expenses

Burns-Pacific charges a markup of fifteen-percent (15%) on the purchase of materials, subcontractor invoices and incidental expenses, such as disposal fees.

3.     2017 Equipment List with Rates

Please see enclosed “2017 Equipment List” which contains a listing of company owned equipment which we normally use on Public Works Maintenance Contracts.

The hourly (and daily where applicable) rates are for fully fueled and maintained equipment.

Where applicable, move-in and move-out charges would be billed separately.

Should you have any question about the information provided herein this correspondence, please contact me.

Respectfully,

Burns-Pacific Construction, Inc.

  
Paul D. Burns  
President

Enclosure: Burns-Pacific Construction, Inc.’s “2017 Equipment List”

**BURNS-PACIFIC CONSTRUCTION, INC.**

**2017 EQUIPMENT LIST (Page 1 of 4)**

**SECTION ONE - TRUCKS**

|   |           |
|---|-----------|
| PICKUP TRUCKS (UP TO 12,000 GVW)                              | 25.00/hr. |
| FLATBED TRUCKS (12,000 - 20,000 GVW)                          | 40.00/hr. |
| CREW TRUCKS W/TOOLS (12,000 – 20,000 GVW)                     | 40.00/hr. |
| T-15 FORD 2-AXLE MAN-LIFT BUCKET TRUCK<br>(FOR TREE TRIMMING) | 45.00/hr. |

**DUMP TRUCKS**

|  |           |
|--|-----------|
| T-25 PETERBILT 3-AXLE DUMP TRUCK           | 46.00/hr. |
| T-26 PETERBILT 3-AXLE DUMP TRUCK           | 46.00/hr. |
| T-27 PETERBILT 4-AXLE SUPER-TEN DUMP TRUCK | 52.00/hr. |

**WATER TRUCKS**

|  |           |
|--|-----------|
| W-3 FREIGHTLINER 2000 GAL. WATER TRUCK | 40.00/hr. |
| W-4 FREIGHTLINER 2000 GAL. WATER TRUCK | 40.00/hr. |
| W-5 FREIGHTLINER 2000 GAL. WATER TRUCK | 40.00/hr. |
| W-6 GMC 2000 GAL. WATER TRUCK          | 40.00/hr. |

**ROCK BLADE TRUCKS**

|                                      |            |
|--------------------------------------|------------|
| BT-1 2-AXLE DUMP TRUCK W/ ROCK BLADE | 105.00/hr. |
| BT-2 1.5 TON TRUCK W/ ROCK BLADE     | 75.00/hr.  |





**BURNS-PACIFIC CONSTRUCTION, INC.**

**2017 EQUIPMENT LIST (Page 2 of 4)**

**TRANSPORT TRUCKS AND TRAILERS TO MOVE EQUIPMENT**

|      |   |           |
|------|---|-----------|
| T-24 | KW 3-AXLE TRACTOR/2-AXLE LOWBED TRAILER | 60.00/hr. |
| T-3  | MILLER 2-AXLE EQUIPMENT TRAILER         | 20.00/hr. |
| T-4  | INTERSTATE 2-AXLE EQUIPMENT TRAILER     | 20.00/hr. |

**SECTION TWO - EQUIPMENT**

**SKIPLOADERS**

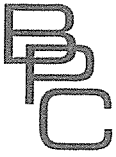
|      |                       |           |
|------|-----------------------|-----------|
| S-3  | J.D. 210LE SKIPLOADER | 45.00/hr. |
| S-9  | J.D. 210LE SKIPLOADER | 45.00/hr. |
| S-10 | J.D. 210LE SKIPLOADER | 45.00/hr. |

**BACKHOES**

|     |                              |           |
|-----|------------------------------|-----------|
| B-1 | CAT 420E 4X4 BACKHOE         | 65.00/hr. |
| B-4 | CAT 420D 4X4 BACKHOE         | 65.00/hr. |
| B-6 | CAT 420E 4X4 BACKHOE         | 65.00/hr. |
| B-8 | CAT 420F2 TIER 4 4X4 BACKHOE | 65.00/hr. |
| B-9 | CAT 420F2 TIER 4 4X4 BACKHOE | 65.00/hr. |

**SKID STEER LOADERS**

|       |                                     |            |
|-------|-------------------------------------|------------|
| SKD-1 | BOBCAT T300 RUBBER TRACK SKID STEER | 80.00/hr.  |
| SKD-2 | BOBCAT 763 RUBBER TIRE SKID STEER   | 60.00/hr.  |
|       | BREAKER ATTACHMENT FOR BOBCAT       | 160.00/day |



**BURNS-PACIFIC CONSTRUCTION, INC.**

**2017 EQUIPMENT LIST (Page 3 of 4)**

**RUBBER TIRE LOADERS**

|     |                           |            |
|-----|---------------------------|------------|
| L-4 | CAT 980C LOADER           | 110.00/hr. |
| L-5 | CAT 966F LOADER           | 110.00/hr. |
| L-6 | KOMATSU WA 320-1 LOADER   | 100.00/hr. |
| L-7 | CAT 980F Series II LOADER | 110.00/hr. |

**EXCAVATORS**

|     |                            |            |
|-----|----------------------------|------------|
| E-1 | CAT 350L EXCAVATOR         | 200.00/hr. |
| E-3 | KOMATSU PC300 L3 EXCAVATOR | 150.00/hr. |
| E-4 | CAT 321CLCR EXCAVATOR      | 110.00/hr. |
| E-5 | CAT 314CLCR EXCAVATOR      | 100.00/hr. |

**DOZERS**

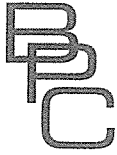
|     |  |            |
|-----|--|------------|
| D-1 | CAT D8N DOZER W/Rippers                | 180.00/hr. |
| D-6 | CAT D6RXL DOZER W/Slopeboard & Rippers | 110.00/hr. |
| D-7 | J.D. 550J DOZER W/Slopeboard & Rippers | 80.00/hr.  |

**COMPACTORS**

|      |                      |            |
|------|----------------------|------------|
| CP-1 | CAT 815F COMPACTOR   | 200.00/hr. |
| CP-3 | CAP CP433E COMPACTOR | 140.00/hr. |

**SPECIALTY EQUIPMENT**

|      |  |            |
|------|--|------------|
| T-16 | HIGH-PRESSURE HOT/COLD MOBILE WASHER<br>(FOR GRAFFITI REMOVAL) | 200.00/day |
| R-1  | DOUBLE-SMOOTH-DRUM VIBRATORY ROLLER<br>(FOR PAVEMENT REPAIRS)  | 150.00/day |



BURNS-PACIFIC CONSTRUCTION, INC.

2017 EQUIPMENT LIST (Page 4 of 4)

SMALL TOOLS - 4 HOUR MINIMUM

VIBRATORY PLATE COMPACTOR 25.00/hr.


JUMPING JACK COMPACTOR 25.00/hr.

180 CFM AIR COMPRESSOR W/ 90# HAMMER PACKAGE 50.00/hr.

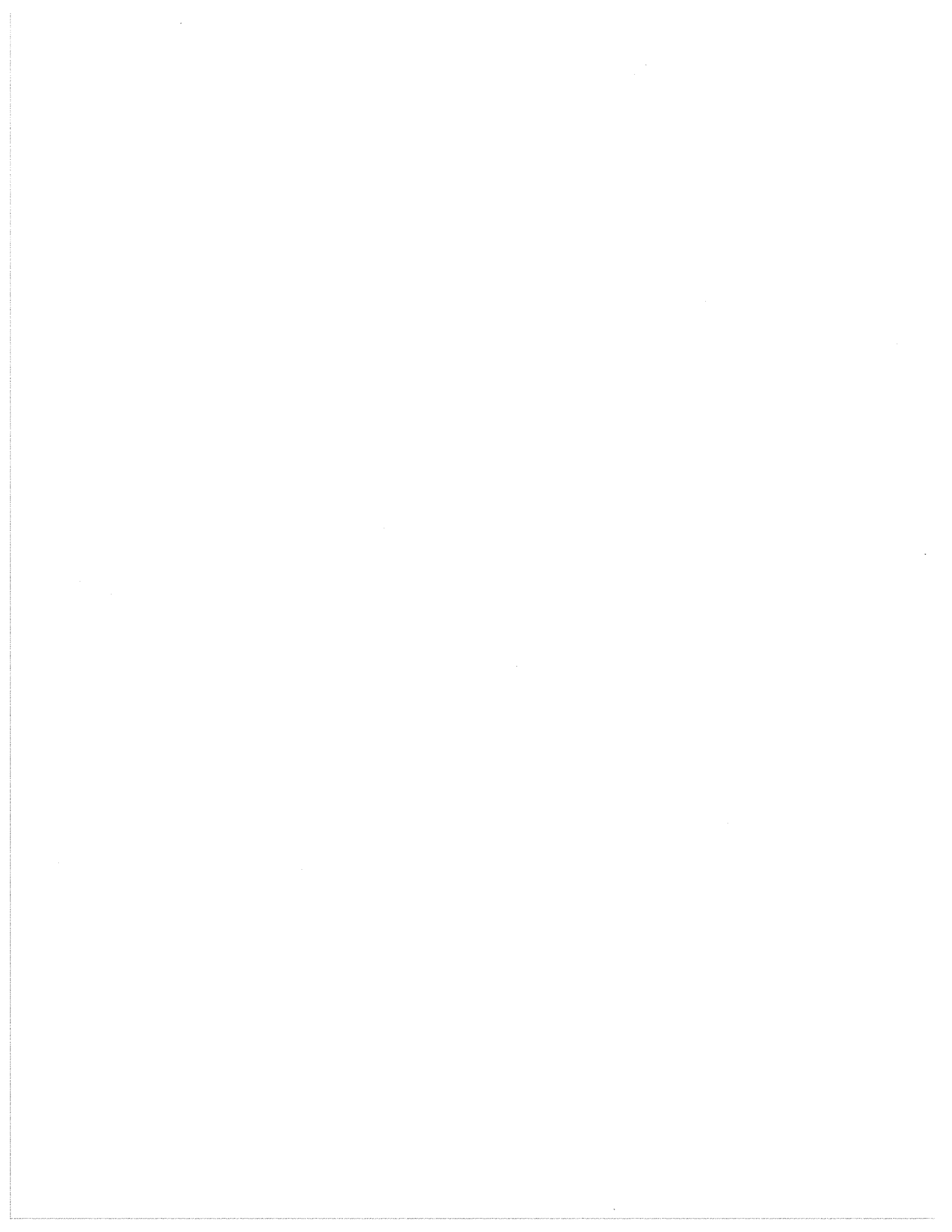
Notes

1. The hourly (and daily where applicable) rates listed are for fully fueled and maintained equipment.
2. The above list contains a partial list of our company owned equipment. The equipment listed is frequently used on our Public Works Maintenance Contracts.

Burns-Pacific Construction, Inc.

  
Paul D. Burns  
President


Dated 6/2/17




## REPORT TO CITY COUNCIL

**DATE:** JUNE 28, 2017

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

**FROM:** GREG RAMIREZ, CITY MANAGER 

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

**SUBJECT:** NOTICE OF COMPLETION FOR THE STORM DRAIN CONNECTOR PIPE SCREEN AND CATCH BASIN INLET FILTER INSTALLATION PROJECT; NIB 16-06

---

On February 22, 2017, the City Council authorized the contract award for the Storm Drain Connector Pipe Screen (CPS) and Catch Basin Inlet Filter Installation Project; NIB 16-06, to United Storm Water, Inc., in the amount of \$179,546.00. The scope of work consisted of retrofitting 131 catch basins with connector pipe screens and filters in order to meet the fifth phase of compliance requirements listed in the Total Maximum Daily Load (TMDL) for trash in the Malibu Creek Watershed.

Due to a reduction in the actual quantity of materials required to complete the work, the construction costs were reduced by \$10,976.00. The revised project total cost of \$168,570.00 is within the funds appropriated in the FY 2016/17 budget. The work was performed to the satisfaction of staff, and is expected to serve the community well for many years to come.

### RECOMMENDATION

Staff respectfully recommends the City Council:

1. Approve and accept as complete the work of United Storm Water, Inc., for the Storm Drain Connector Pipe Screen and Catch Basin Inlet Filter Installation Project; NIB 16-06.
2. Authorize the Director of Public Works/City Engineer to sign the Notice of Completion for the project and authorize the City Clerk to forward the Notice of Completion to the County recorder for recordation.

Attachment: Notice of Completion

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

NAME  
STREET ADDRESS  
CITY, STATE, ZIP

CITY OF AGOURA HILLS  
30001 Ladyface Court  
Agoura Hills, CA 91301

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**NOTICE OF COMPLETION**

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion. (See reverse side for Complete requirements.) Notice is hereby given that:

- The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
- The full name of the owner is CITY OF AGOURA HILLS
- The full address of the owner is 30001 LADYFACE COURT, AGOURA HILLS, CA 91301
- The nature of the interest or estate of the owner is: In fee.  
\*

(IF OTHER THAN FEE, STRIKE "IN FEE" AND INSERT, FOR EXAMPLE, "PURCHASER UNDER CONTRACT OF PURCHASE, OR "LESSEE")

- The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:  

| NAMES | ADDRESSES |
|-------|-----------|
|       |           |
|       |           |

- The full names and full addresses of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work or improvements herein referred to:  

| NAMES | ADDRESSES |
|-------|-----------|
|       |           |
|       |           |

- A work of improvement on the property hereinafter described was completed on June 6, 2017 The work done was:  
Storm Drain Connector Pipe Screen and Catch Basin Inlet Filter Installation Project; NIB 16-06

- The name of the contractor, if any, for such work of improvement was United Storm Water, Inc.  

May 16, 2016

(IF NO CONTACTOR FOR WORK OF IMPROVEMENT AS A WHOLE, INSERT "NONE") (DATE OF CONTRACT)

- The property on which said work of improvement was completed is in the City of Agoura Hills, County of Los Angeles, California and described as follows:  
Various

- The street address of said property is Various Catch Basin Locations in Agoura Hills  
(IF NO STREET ADDRESS HAS BEEN OFFICIALLY ASSIGNED, INSERT "NONE")

Dated: \_\_\_\_\_  
City Clerk (SIGNATURE OF OWNER OR CORPORATE OFFICER OF OWNER NAMED IN PARAGRAPH 2 OR HIS AGENT)

**VERIFICATION**

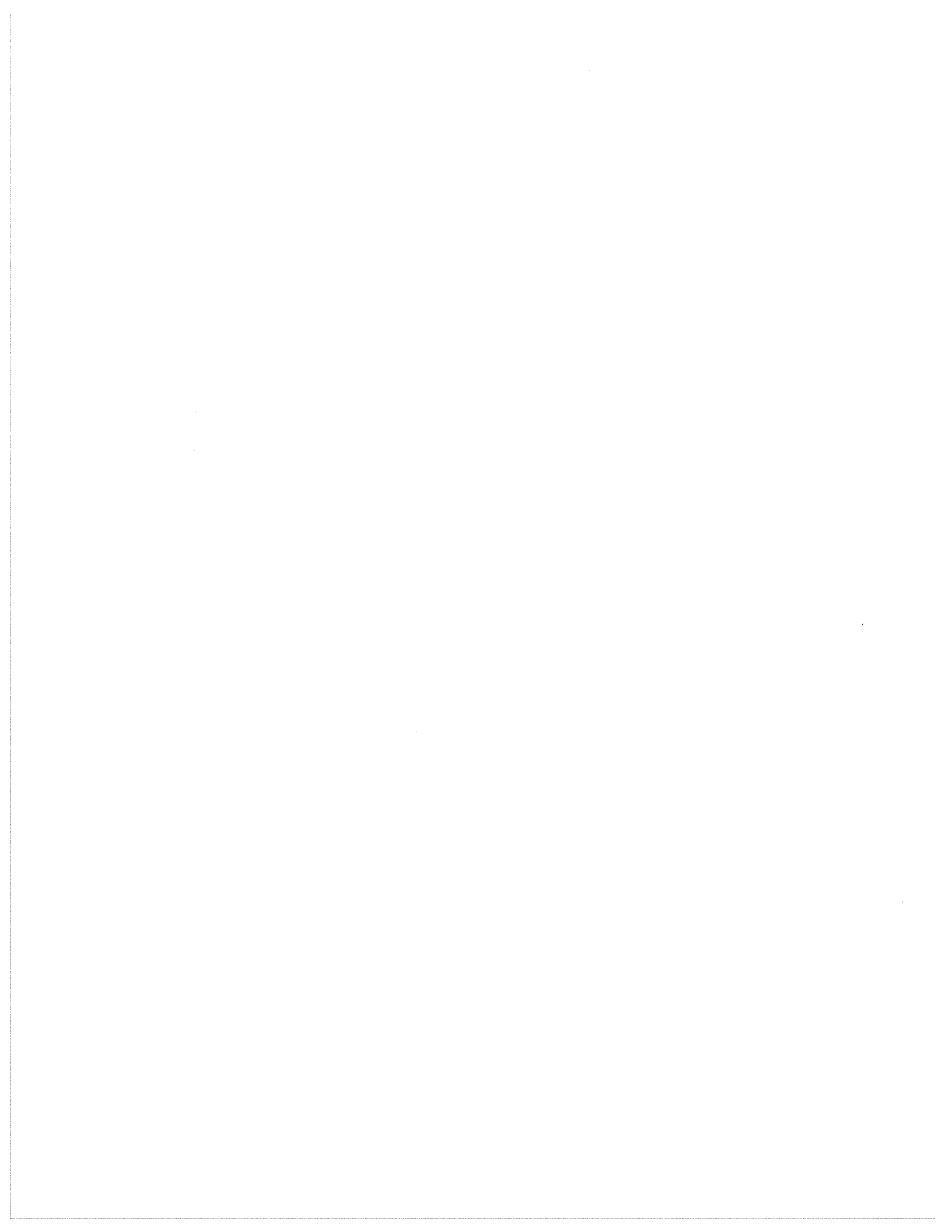
I, the undersigned, say: I am the Public Works Director/City Engineer, the declarant of the foregoing notice of completion;  
(“PRESIDENT OF”, “MANAGER OF”, “PARTNER OF”, “OWNER OF”, ETC.)

I have read said notice of completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on \* \_\_\_\_\_ at AGOURA HILLS, COUNTY OF LOS ANGELES, CALIFORNIA  
(Date) (City, County, & State)

Ramiro S. Adeva III, P.E.

(Personal signature of the individual who is swearing that the contents of the Notice of Completion is true.)



## REPORT TO CITY COUNCIL

**DATE:** JUNE 28, 2017

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

**FROM:** GREG RAMIREZ, CITY MANAGER 

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

**SUBJECT:** NOTICE OF COMPLETION FOR THE CHUMASH PARK CDBG ACCESS (PATHS IMPROVEMENTS) REPAIRS PROJECT; NIB 16-07

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On March 23, 2016, the City Council approved Resolution No. 16-1810, which identified the City's Community Development Block Grant (CDBG) programs and projects for Fiscal Year 2016-17. As part of the approval, \$54,734 of CDBG Funds were allocated for constructing improvements at Chumash Park.

On May 28, 2017, the City Council authorized the contract award for the Chumash Park CDBG Access (Paths Improvements) Repairs Project; NIB 16-07, to Cerco Engineering in the amount of \$49,800. The scope of work consisted of replacing existing Americans with Disabilities Act (ADA) accessible paths of travel serving the playground equipment area and the baseball field. Both paths are accessed from the existing sidewalk on the south side of Medea Valley Drive and vary from 6-10 feet in width, and 100 feet in length.

Cerco Engineering completed the project ahead of the approved schedule, with no change orders being issued. The work was performed to the satisfaction of staff, and is expected to serve the community well for many years to come.

### RECOMMENDATION

Staff respectfully recommends the City Council:

1. Approve and accept as complete the work of Cerco Engineering for the Chumash Park CDBG Access (Paths Improvements) Repairs Project; NIB 16-07.
2. Authorize the Director of Public Works/City Engineer to sign the Notice of Completion for the project and authorize the City Clerk to forward the Notice of Completion to the County recorder for recordation.



RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

NAME CITY OF AGOURA HILLS  
STREET ADDRESS 30001 Ladyface Court  
CITY, STATE, ZIP Agoura Hills, CA 91301

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**NOTICE OF COMPLETION**

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion. (See reverse side for Complete requirements.) Notice is hereby given that:

- 1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
- 2. The full name of the owner is CITY OF AGOURA HILLS
- 3. The full address of the owner is 30001 LADYFACE COURT, AGOURA HILLS, CA 91301
- 4. The nature of the interest or estate of the owner is: In fee.

(IF OTHER THAN FEE, STRIKE "IN FEE" AND INSERT, FOR EXAMPLE, "PURCHASER UNDER CONTRACT OF PURCHASE, OR "LESSEE")

- 5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:  

| NAMES | ADDRESSES |
|-------|-----------|
|       |           |
|       |           |

- 6. The full names and full addresses of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work or improvements herein referred to:  

| NAMES | ADDRESSES |
|-------|-----------|
|       |           |
|       |           |

- 7. A work of improvement on the property hereinafter described was completed on June 2, 2017. The work done was:  
Chumash Park CDBG Access Paths Improvements Repairs Project #6011800-6, NIB No. 16-07.

- 8. The name of the contractor, if any, for such work of improvement was CERCO Engineering  

May 8, 2017  
(DATE OF CONTRACT)

(IF NO CONTRACTOR FOR WORK OF IMPROVEMENT AS A WHOLE, INSERT "NONE")

- 9. The property on which said work of improvement was completed is in the City of Agoura Hills, County of Los Angeles, California and described as follows:  
Chumash Park

- 10. The street address of said property is 5550 Medea Valley Dr, Agoura Hills, CA 91301  
(IF NO STREET ADDRESS HAS BEEN OFFICIALLY ASSIGNED, INSERT "NONE".)

Dated: \_\_\_\_\_  
City Clerk (SIGNATURE OF OWNER OR CORPORATE OFFICER OF OWNER NAMED IN PARAGRAPH 2 OR HIS AGENT)

**VERIFICATION**

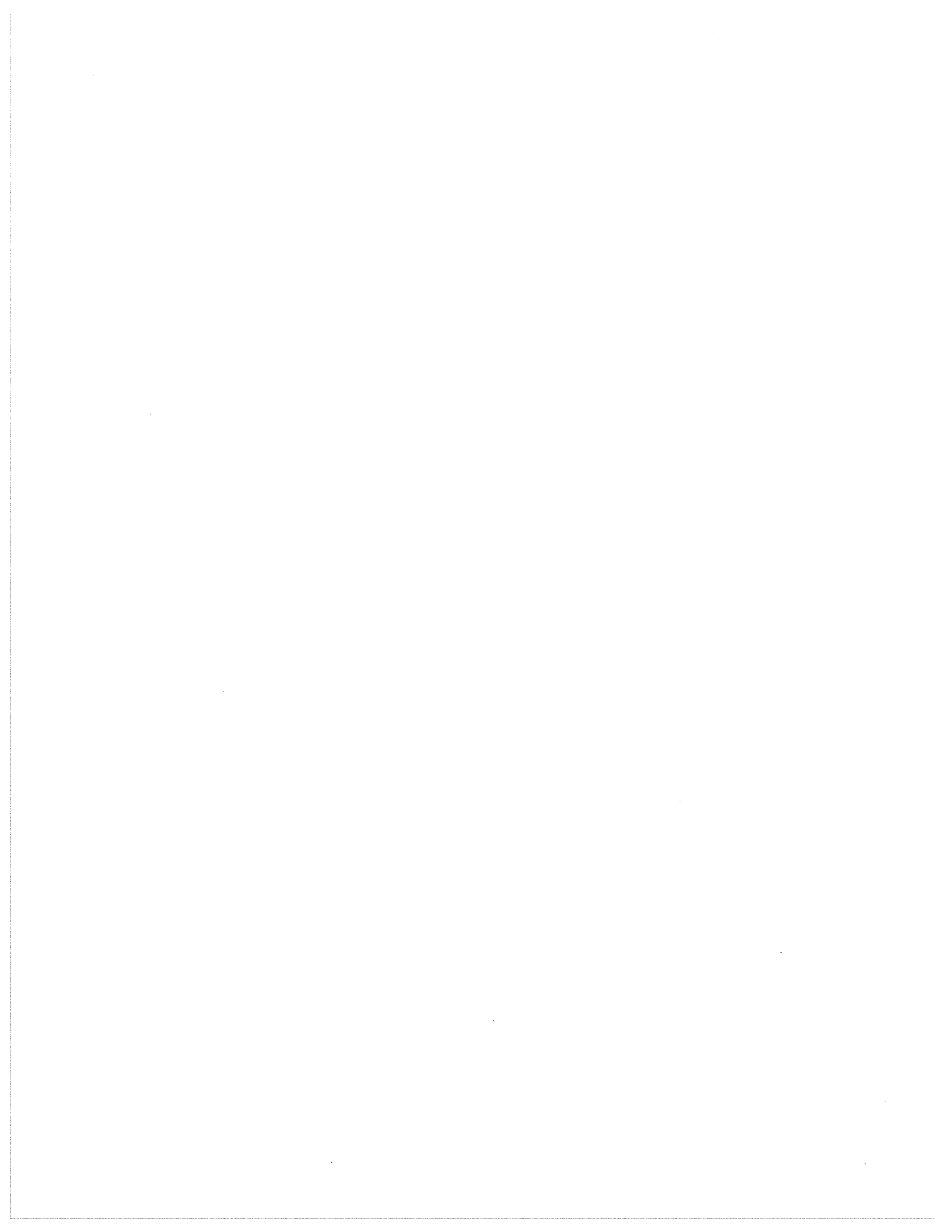
I, the undersigned, say: I am the Director of Public Works/City Engineer, the declarant of the foregoing notice of completion;  
( "PRESIDENT OF ", "MANAGER OF", "PARTNER OF", "OWNER OF", ETC.)

I have read said notice of completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.



Executed on \_\_\_\_\_ at AGOURA HILLS, COUNTY OF LOS ANGELES, CALIFORNIA  
(Date) (City, County, & State)

Ramiro S. Adeva III, P.E.

(Personal signature of the individual who is swearing that the contents of the Notice of Completion is true.)



## REPORT TO CITY COUNCIL

**DATE:** JUNE 28, 2017  
**TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL  
**FROM:** GREG RAMIREZ, CITY MANAGER   
**BY:** CHRISTY PINUELAS, DIRECTOR OF FINANCE   
**SUBJECT:** ADOPT RESOLUTION NO. 17-1846 ADOPTING THE ANNUAL INVESTMENT POLICY FOR FISCAL YEAR 2017-18 AND DELEGATING AUTHORITY TO THE CITY TREASURER TO INVEST AND REINVEST CITY FUNDS

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Under the State of California Government Code 53646, it is required the City's investment policy be approved annually. Staff has reviewed the Statement of Investment Policy with Chandler Asset Management, the City's investment advisors. It has been updated to reflect improvement suggested by the California Municipal Treasurer's Association (CMTA). There are no suggested changes to the types or to the percentage of allowable investments. The Finance Committee reviewed the policy at their May, 2017, meeting, and recommended no changes. The City Council reviewed the policy at the Budget Workshop and also did not make any recommended changes.

Furthermore, Section 53607 states that the City Council may annually delegate to the City Treasurer the authority to invest and reinvest City funds.

### RECOMMENDATION

Staff recommends the City Council adopt Resolution No. 17-1846 adopting the annual investment policy for fiscal year 2017-18 and delegating authority to the city treasurer to invest and reinvest city funds.

Attachment: Resolution 17-1846

**RESOLUTION NO. 17-1846**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, ADOPTING THE ANNUAL INVESTMENT POLICY FOR FISCAL YEAR 2017-18 AND DELEGATING AUTHORITY TO THE CITY TREASURER TO INVEST AND REINVEST CITY FUNDS**

WHEREAS, on June 22, 2016, the City Council reviewed and adopted the City of Agoura Hill's annual Investment Policy; and

WHEREAS, a staff report has been presented to the Council requesting adoption of the annual Investment Policy; and

WHEREAS, the Investment Policy describes the investment of City funds in compliance with the Municipal Code and state law, and, therefore, the Investment Policy is to be hereby submitted to an oversight committee in compliance with state law;

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

SECTION 1. The annual Investment Policy attached hereto as "Exhibit A" has been reviewed in a public meeting and is hereby adopted.

SECTION 2. The City Council hereby delegates the City Treasurer the authority to invest and reinvest city funds for a twelve-month period as per State of California, Government Code Section 53607.

SECTION 3. The Investment Policy adopted June 22, 2016, is hereby rescinded.

PASSED, APPROVED, AND ADOPTED this 28th day of June, 2017, by the following vote to wit:

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

\_\_\_\_\_  
Denis Weber, Mayor

ATTEST:

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

**CITY OF AGOURA HILLS  
STATEMENT OF INVESTMENT POLICY**

**I. POLICY**

The purpose of this statement is to provide guidelines for the investment of the City's funds and is based upon State law and prudent money management. This policy is designed according to the specific needs of the City of Agoura Hills. The ultimate goal is to enhance the economic status of the City while ensuring the safety of funds. The authority governing investment of public funds is set forth in the Government Code, Sections 53601 et seq.

**II. SCOPE**

This investment policy applies to all investment activities and financial assets of the City of Agoura Hills. The funds are accounted for and incorporated in the City of Agoura Hills Comprehensive Annual Financial Report (CAFR) and include the General Fund, Special Revenue Funds, Debt Service Funds, Capital Project Funds, and Trust Funds.

**III. PRUDENCE**

The City holds to the "prudent investor standard" in that all investments placed shall be made with a degree of judgment and care, not for speculation, but considering the safety of the monies and acting as a fiduciary of the public trust. The prudent investor standard as set forth in Section 53600.3 of the Government Code is as follows. "When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency." Related activities which comprise good cash management include cash projections, the expeditious collection of revenue, disbursement control and a cost effective banking relationship.

**IV. OBJECTIVE**

The City shall be guided by the following criteria in priority order when placing investments:

1. Safety: Safety is the primary duty and responsibility in order to protect, preserve and maintain the principal of the City's public funds, which are for the benefit of citizens of the community.

2. Liquidity: An adequate percentage of the portfolio should be maintained in short term securities which can be converted to cash if necessary to meet disbursement requirements. Since all cash requirements cannot be anticipated, investments in securities with active secondary or resale markets are placed. These securities should have a low sensitivity to market risk (price changes).
3. Return: The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints for safety and liquidity needs.

It is intended that the scope of this policy cover the investment of surplus (i.e., monies not required for the immediate needs of the City) of all monies held under the direct authority of the City.

Proceeds of debt issuance shall be invested in accordance with the City's general investment philosophy as set forth in this policy; however, such proceeds are invested in accordance with permitted investment provisions of their specific bond indentures.

## **V. DELEGATION OF AUTHORITY**

Pursuant to Government Code Section 53607, the City Council of the City of Agoura Hills delegates the authority to invest or reinvest funds of the City, or to sell or exchange securities so purchased, to the City Treasurer.

Wire Transfer: Any transfers to/from LAIF representing deposits or withdrawals effectuating an investment decision by the City Treasurer shall be completed by Finance Department staff and authorized by the City Manager. All other transfers shall be made by the City Treasurer or, provided that such transfer effectuates an investment decision made by the City Treasurer. The City's bank verifies each transaction with the Finance Department.

## **VI. ETHICS AND CONFLICTS OF INTEREST**

Investment officials will refrain from personal business activity that could conflict with proper execution and management of the policy and the investment program, or which could impair their ability to make impartial decisions.

## **VII. AUTHORIZED FINANCIAL DEALERS AND INSTIUTIONS**

The City does not use third party broker-dealer accounts for the custody of funds or securities. However, pursuant to Government Code Section 53601.5, the City shall purchase each authorized investment either (a) directly from the issuer or (b)

from an institution licensed by the state as a broker-dealer, as defined in Section 25004 of the Corporations Code, (c) from a member of a federally regulated securities exchange, (d) from a national or state-chartered bank, (e) from a savings association or federal association (as defined by Section 5102 of the Financial Code), or (f) from a brokerage firm designated as a primary government dealer by the Federal Reserve bank.

## **VIII. AUTHORIZED SUITABLE INVESTMENTS**

The following is a list of the investments authorized by the City of Agoura Hills and shall be maintained within the statutory limits imposed by the Government Code.

- a. State of California Local Agency Investment Fund.
- b. United States Treasury Issues.
- c. Federal Agency or United States government sponsored total issues will not exceed 75%, nor will one issuer exceed 20% of the total portfolio.

The following is limited to no more than 5% of the total portfolio for any single issuer, other than the US Government, its agencies and enterprises:

- d. Commercial Paper
- e. Negotiable Certificates of Deposit
- f. Medium Term Corporate Notes

## **IX. REVIEW OF INVESTMENT PORTFOLIO**

1. The City may elect to sell a security prior to its maturity and record a capital gain or loss in order to improve the quality, liquidity or yield of the portfolio in response to market conditions or City's risk preferences; and,
2. If securities owned by City are downgraded by either Moody's or S&P to a level below the quality required by this Investment Policy, it shall be the City's policy to review the credit situation and make a determination as to whether to sell or retain such securities in the portfolio.

## **X. INVESTMENT POOLS / MUTUAL FUNDS**

Pooled Cash: The City's cash is consolidated into one bank account, and the surplus monies for all funds are invested on a pooled concept basis. Interest earnings shall be allocated according to fund cash balances on a quarterly and/or annual basis.

Cash Forecast: The cash flow for the City shall be analyzed daily so that adequate cash will be available to develop an investment strategy and to meet disbursement requirements.

**XI. COLLATERALIZATION**

- a. The City does not use Reverse Repurchase Agreements for the investment of funds.
- b. The City will only place that amount which is covered by FDIC Insurance or fully collateralized in a Negotiable Certificate of Deposit.

**XII. SAFEKEEPING AND CUSTODY**

The City does not purchase or sell securities on margin.

**XIII. DIVERSIFICATION**

No more than 5% of the total portfolio may be invested in securities of any single issuer, other than the US Government, its agencies and enterprises

**XIV. MAXIMUM MATURITIES**

The City does not place investments with a maturity in excess of five years in accordance with Government Code, Section 53601.

**XV. INTERNAL CONTROLS**

Internal controls state that every transaction must be reviewed, authorized and documented. Transaction documentation will be maintained for audit purposes. The investments placed shall conform to the City's "Statement of Investment Policy."

**XVI. PERFORMANCE STANDARDS**

1. Overall objective: The investment portfolio shall be designed with the overall objective of obtaining a total rate of return throughout economic cycles, commensurate with investment risk constraints and cash flow needs.
2. Specific objective: The investment performance objective for the portfolio shall be to earn a total rate of return over a market cycle which is approximately equal to the return on the Market Benchmark Index, as selected by the City based on the City's investment objectives, constraints and risk tolerance.



## **XVII. REPORTING**

The City Treasurer shall prepare a monthly Treasurer's Report meeting the requirements of Government Code Section 53646.

- a. All U.S. Treasury Issues, Federal Agency Securities, Commercial Paper, and Medium Term Corporate Notes purchased shall be delivered to our safekeeping account at an independent third party custodian. Purchase is made on a delivery versus payment basis. Book entry is considered delivery. The City shall retain physical custody of all CD's. There is no safekeeping document for LAIF investments as it is not evidenced by physical or book entry securities.
- b. The City may engage the services of one or more external investment managers to assist in the management of the City's investment portfolio in a manner consistent with the City's objectives. Such external managers may be granted discretion to purchase and sell investment securities in accordance with this Investment Policy. Such managers must be registered under the Investment Advisers Act of 1940.

## **XVIII. INVESTMENT POLICY ADOPTION**

The City of Agoura Hills investment policy will be adopted by resolution of the City of Agoura Hills Council. The policy will be reviewed annually by the City Council and any modifications made thereto must be approved by the City Council.

## **XIX. GLOSSARY**

**AGENCIES:** Federal agency securities and/or Government-sponsored enterprises.

**ASKED:** The price at which securities are offered.

**BENCHMARK:** A comparative base for measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the level of risk and the average duration of the portfolio's investments.

**BID:** The price offered by a buyer of securities. (When you are selling securities, you ask for a bid.) See Offer.

**BROKER:** A broker brings buyers and sellers together for a commission.

**CERTIFICATE OF DEPOSIT (CD):** A time deposit with a specific maturity evidenced by a Certificate. Large denomination CD's are typically negotiable.

**COLLATERAL:** Securities, evidence of deposit or other property, which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

**COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR):** The official annual report of the (entity). It includes five combined statements for each individual fund and account group prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provisions, extensive introductory material, and a detailed Statistical Section.

**COUPON:** (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

**DEALER:** A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

**DISCOUNT:** The difference between the cost price of a security and its maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

**DISCOUNT SECURITIES:** Non-interest bearing money market instruments that are issued a discount and redeemed at maturity for full face value (e.g., U.S. Treasury Bills.)

**DIVERSIFICATION:** Dividing investment funds among a variety of securities offering independent returns.

**DURATION:** A measure of the sensitivity of the price (the value of principal) of a fixed-income investment to a change in interest rates. Duration is expressed as a number of years. Rising interest rates mean falling bond prices, while declining interest rates mean rising bond prices.

**FEDERAL CREDIT AGENCIES:** Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, e.g., S&L's, small business firms, students, farmers, farm cooperatives, and exporters.

**FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC):** A federal agency that insures bank deposits, currently up to \$250,000 per entity.

**FEDERAL FUNDS RATE:** The rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

**FEDERAL HOME LOAN BANKS (FHLB):** Government sponsored wholesale banks (currently 12 regional banks), which lend funds and provide correspondent banking services to member commercial banks, thrift institutions, credit unions and insurance companies. The mission of the FHLBs is to liquefy the housing related assets of its members who must purchase stock in their district Bank.

**FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA):** FNMA, like GNMA was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

**GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA or Ginnie Mae):** Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. Security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by the FHA, VA or FHA mortgages. The term "pass throughs" is often used to describe Ginnie Maes.

**LIQUIDITY:** A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes. **LOCAL GOVERNMENT INVESTMENT POOL (LGIP):** The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment and reinvestment.

**MARKET VALUE:** The price at which a security is trading and could presumably be purchased or sold.

**MASTER REPURCHASE AGREEMENT:** A written contract covering all future transactions between the parties to repurchase—reverse repurchase agreements that establishes each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller borrower.

**MATURITY:** The date upon which the principal or stated value of an investment becomes due and payable.

**MONEY MARKET:** The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

**OFFER:** The price asked by a seller of securities. (When you are buying securities, you ask for an offer.) See Asked and Bid.

**OPEN MARKET OPERATIONS:** Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

**PORTFOLIO:** Collection of securities held by an investor.

**PRIMARY DEALER:** A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC)-registered securities broker-dealers, banks, and a few unregulated firms.

**PRUDENT PERSON RULE:** An investment standard. In some states the law requires that a fiduciary, such as a trustee, may invest money only in a list of securities selected by the custody state—the so-called legal list. In other states the trustee may invest in a security if it is one which would be bought by a prudent person of discretion and intelligence who is seeking a reasonable income and preservation of capital.

**QUALIFIED PUBLIC DEPOSITORIES:** A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of this state, which has segregated for the benefit of the commission eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

**RATE OF RETURN:** The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond the current income return.

**SAFEKEEPING:** A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

**SECONDARY MARKET:** A market made for the purchase and sale of outstanding issues following the initial distribution.

**SECURITIES & EXCHANGE COMMISSION:** Agency created by Congress to protect investors in securities transactions by administering securities legislation.

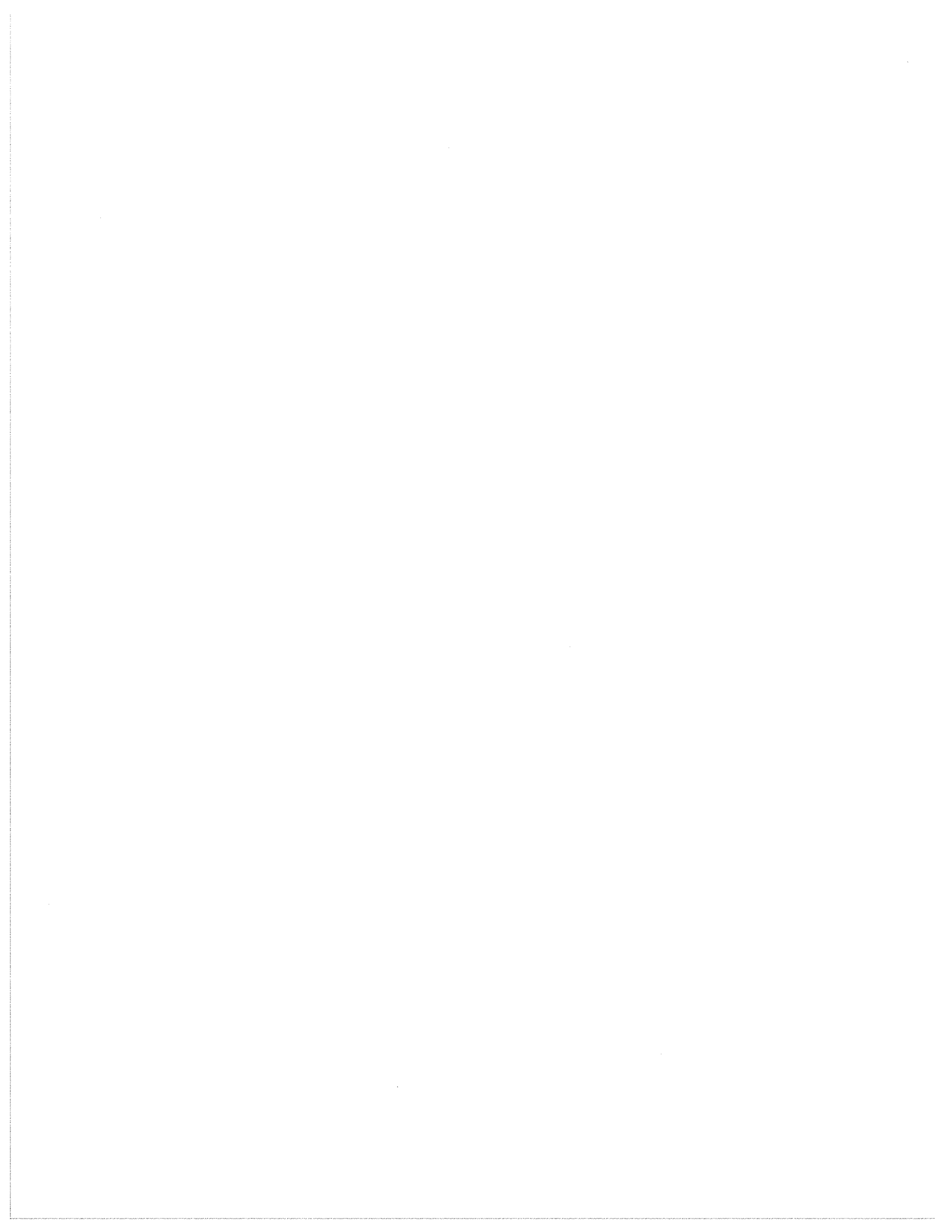
**SEC RULE 15C3-1:** See Uniform Net Capital Rule.

**TREASURY BILLS:** A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.



**TREASURY BONDS:** Long-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities of more than 10 years.

**TREASURY NOTES:** Medium-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities from two to 10 years.

**YIELD:** The rate of annual income return on an investment, expressed as a percentage. (a) **INCOME YIELD** is obtained by dividing the current dollar income by the current market price for the security. (b) **NET YIELD** or **YIELD TO MATURITY** is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.



**REPORT TO CITY COUNCIL**

**DATE:** JUNE 28, 2017  
**TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL  
**FROM:** GREG RAMIREZ, CITY MANAGER   
**BY:** CHRISTY PINUELAS, DIRECTOR OF FINANCE   
**SUBJECT:** ADOPT RESOLUTION NO. 17-1847 ADOPTING A LOCAL DEBT POLICY

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At the June 14, 2017, Budget Workshop the City Council recommended adoption of a new Local Debt Policy. This policy repeals the existing Debt Policy and replaces it with new language required by SB 1029. The new legislation requires that the City follow required reporting guidelines on any debt issued after January 1, 2017. While the City does not have any plans to issue debt in the near future, it is prudent to amend our policy to comply with the new legislation.

Additionally, the Financial Policy, adopted in May, 2014, requires that each financial policy be updated every three years. The Finance Committee reviewed the Independent Auditor Policy and the Financial Policy at their May, 2017, meeting and recommended no changes. The Council additionally reviewed the policies at the Budget Workshop, recommending no changes.

**RECOMMENDATION**

Staff respectfully recommends the City Council adopt Resolution No. 17-1847 adopting a Local Debt Policy.

Attachments: Resolution No. 17-1847

**RESOLUTION NO. 17-1847**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
AGOURA HILLS, CALIFORNIA, ADOPTING A LOCAL DEBT  
POLICY**

RECITALS:

WHEREAS, the City of Agoura Hills (the "City") or its related entities (such as the Agoura Hills Public Financing Authority or the Successor Agency to the City of Agoura Hills Redevelopment Agency) has issued bonds or other financing obligations (collectively, "Local Debt") subject to the filing of reports with the California Debt and Investment Advisory Commission ("CDIAC") pursuant to Section 8855 of the California Government Code ("Section 8855"); and

WHEREAS, Senate Bill No. 1029 ("SB 1029"), effective January 1, 2017, amended Section 8855 to augment the information that must be provided by municipal issuers of Local Debt to CDIAC; and

WHEREAS, prior to SB 1029, Section 8855 has required municipal issuers of Local Debt to file a Report of Proposed Debt Issuance at least 30 days prior to the sale of any Local Debt issue; and

WHEREAS, SB 1029 amends the requirements of the Report of Proposed Debt Issuance to require that this report include a certification by the municipal issuer that it has adopted local debt policies concerning the use of Local Debt and that the contemplated Local Debt issuance is consistent with those local debt policies; and

WHEREAS, the City or its related entities (such as the [Agoura Hills Public Financing Authority] or the [Successor Agency to the City of Agoura Hills Redevelopment Agency]) may also, in the future, issue Local Debt for which a Report of Proposed Debt Issuance, including the aforementioned certification, will need to be filed with CDIAC; and

WHEREAS, to facilitate issuance of Local Debt in the future and the ability of the City and its related entities to make the requisite local debt policies certification required in connection therewith by subdivision (i) of Section 8855, as amended by SB 1029, the City desires to adopt the Local Debt Policy (the "Policy"), as set forth in Exhibit A hereto;

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

Section 1. The above recitals, and each of them, are true and correct.

Section 2. The Policy, as set forth in Exhibit A, is hereby approved and adopted and shall be made applicable to all Local Debt issued by or on behalf of the City and its related entities (such as the [Agoura Hills Public Financing Authority] or the [Successor Agency to the City of Agoura Hills Redevelopment Agency]). This Policy is intended to supersede and to replace in its entirety the debt management policy dated May 2016.



Section 3. The City Manager, the City Treasurer, the Director of Finance, and all other officers of the City are hereby authorized and directed, jointly and severally, to do any and all things to effectuate the purposes of this Resolution and to implement the Policy, and any such actions previously taken by such officers are hereby ratified and confirmed.

Section 4. This Resolution shall take effect immediately upon adoption.

**PASSED, APPROVED and ADOPTED** this 28th day of June, 2017 by the following vote to wit:

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

By: \_\_\_\_\_  
Denis Weber, Mayor

ATTEST:

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

## **CITY OF AGOURA HILLS, CALIFORNIA LOCAL DEBT POLICY**

### **A. PURPOSE**

The purpose of this Local Debt Policy (this "Policy") is to establish guidelines and parameters for the effective governance, management and administration of debt and other financing obligations issued by the City and its related entities (such as the Agoura Hills Public Financing Authority] or the [Successor Agency to the City of Agoura Hills Redevelopment Agency]).

As used in this Policy, "City" shall mean the City and/or the City and its related entities, as the context may require. As used in this Policy, "debt" shall be interpreted broadly to mean bonds, notes, certificates of participation, financing leases, or other financing obligations, but the use of such term in this Policy shall be solely for convenience and shall not be interpreted to characterize any such obligation as an indebtedness or debt within the meaning of any constitutional debt limitation where the substance and terms of the obligation comport with exceptions thereto.

### **B. BACKGROUND**

The City and its related entities are committed to fiscal sustainability by employing long-term financial planning efforts, maintaining appropriate reserves levels and employing prudent practices in governance, management, budget administration and financial reporting.

Debt levels and their related annual costs are important long-term obligations that must be managed within available resources. A disciplined thoughtful approach to debt management includes policies that provide guidelines for the City and its related entities to manage their collective debt program in line with those resources. Therefore, the objective of this policy is to provide written guidelines and restrictions concerning the amount and type of debt and other financing obligations issued by the City and its related entities and the ongoing management of the debt portfolio.

This Policy is intended to improve the quality of decisions, assist with the determination of the structure of debt issuance, identify policy goals, and demonstrate a commitment to long-term financial planning, including a multi-year capital plan. Adherence to a local debt policy signals to rating agencies and the capital markets that a government is well managed and should meet its obligations in a timely manner.

## **C. CONDITIONS AND PURPOSES OF DEBT ISSUANCE**

### **1. Acceptable Conditions for the Use of Debt**

The City believes that prudent amounts of debt can be an equitable and cost-effective means of financing major infrastructure and capital project needs of the City. Debt will be considered to finance such projects if:

- a) The capital project has been, or will be, included in the City's capital improvement plan or has otherwise been coordinated with the City's planning goals and objectives.
- b) The capital project can be financed with debt not exceeding the term specified in Section E.1. of this Policy, to assure that long-term debt is not issued to finance projects with a short useful life.
- c) It is the most cost-effective funding means available to the City, taking into account cash flow needs and other funding alternatives.
- d) It is fiscally prudent and meets the guidelines of this Policy. Any consideration of debt financing shall consider financial alternatives, including pay-as-you-go funding, proceeds derived from development or redevelopment of existing land and capital assets owned by the City, and use of existing or future cash reserves, or combinations thereof.

### **2. Acceptable Uses of Debt and Proceeds of Debt**

The primary purpose of debt is to finance one of the following:

- a) The City will consider financing for the acquisition, substantial refurbishment, replacement, or expansion of physical assets, including land improvements, for the following purposes:
  - i. Acquisition and or improvement of land, right-of-way or long-term easements.
  - ii. Acquisition of a capital asset with a useful life of 3 or more years.
  - iii. Construction or reconstruction of a facility.
  - iv. Although not the primary purpose of the financing effort, project reimbursables that include project planning design, engineering and other preconstruction efforts; project-associated furniture fixtures and equipment; capitalized interest, original issue discount, underwriter's discount, and other costs of issuance.

- b) Refunding, refinancing, or restructuring debt (including without limitation the refinancing or advance funding of City pension obligations), subject to refunding objectives and parameters discussed in Section G.
- c) In the event of temporary shortfalls in cash flow for City operation costs due to timing of receipt of revenues and the lack of cash on hand to cover the temporary deficit, the City may consider interim or cash flow financing, such as anticipation notes. In compliance with applicable state law, any such notes shall be payable either (i) not later than the last day of the fiscal year in which it is issued, or (ii) during the fiscal year succeeding the fiscal year in which issued, but in no event later than 15 months after the date of issue, and only if such note is payable only from revenue received or accrued during the fiscal year in which it was issued.

### **3. Prohibited Uses of Debt and Proceeds of Debt**

Prohibited uses of debt include the following:

- a) Financing of operating costs, except for anticipation notes satisfying the criteria set forth in Section C.2.c.
- b) Debt issuance used to address budgetary deficits.
- c) Debt issued for which the term of the debt exceeds the term specified in Section E.1. of this Policy.

### **4. Internal Control Procedures Concerning Use of Proceeds of Debt**

One of the City's priorities in the management of debt is to assure that the proceeds of the debt will be directed to the intended use for which the debt has been issued. In furtherance of this priority, the following procedures shall apply:

- a) The Director of Finance shall retain, for the applicable period specified in Section H.4. of this Policy, a copy of each annual report filed with the California Debt and Investment Advisory Commission (CDIAC) pursuant to Section 8855(k) of the California Government Code concerning (1) debt authorized during the applicable reporting period (whether issued or not), (2) debt outstanding during the reporting period, and (3) the use during the reporting period of proceeds of issued debt.
- b) In connection with the preparation of each annual report to be filed with CDIAC pursuant to Section 8855(k) of the California Government Code, the Director of Finance or the designee of the Director of Finance shall keep a record of the original intended use

for which the debt has been issued, and indicate whether the proceeds spent during the applicable one-year reporting period for such annual report comport with the intended use (at the time of original issuance or as modified pursuant to the following sentence). If a change in intended use has been authorized subsequent to the original issuance of the debt, the Director of Finance or the designee of the Director of Finance shall indicate in the record when the change in use was authorized and whether the City Council, City Manager, or another City official has authorized the change in intended use. The [Finance Director] shall report apparent deviations from the intended use in debt proceeds to the City Manager for further discussion, and if the City Manager determines appropriate in consultation with legal counsel (which may be bond counsel, if applicable, or the City Attorney), to the City Council.

- c) If the debt has been issued to finance a capital project and the project timeline or scope of project has changed in a way that all or a portion of the debt proceeds cannot be expended on the original project, the Director of Finance shall consult with the City Manager and legal counsel (which may be bond counsel, if applicable, or the City Attorney) as to available alternatives for the expenditure of the remaining debt proceeds (including prepayment of the debt). After such consultation, the Director of Finance shall seek the direction of the City Council as to an alternative for the expenditure or use of such remaining debt proceeds.

#### **D. TYPE OF FINANCING INSTRUMENTS; AFFORDABILITY AND PLANNING POLICIES**

The City recognizes that there are numerous types of financing structures and funding sources available, each with specific benefits, risks, and costs. All potential funding sources are reviewed by management within the context of this Policy and the overall portfolio to ensure that any financial product or structure is consistent with the City's objectives. Regardless of what financing structure(s) is utilized, due diligence review must be performed for each transaction, including the quantification of potential risks and benefits, and analysis of the impact on City creditworthiness and debt affordability and capacity.

Prior to the issuance of debt or other financing obligations to finance a project, the City will carefully consider the overall long-term affordability of the proposed debt issuance. The City shall not assume more debt or other financing obligations without conducting an objective analysis of the City's ability to assume and support additional debt service payments. The City will consider its long-term revenue and expenditure trends, the impact on operational flexibility and the overall debt burden on the taxpayers. The evaluation process shall include a review of generally accepted measures of affordability and will strive to achieve and or maintain debt levels consistent with its current operating and capital needs.

1. **General Fund-Supported Debt** – General Fund Supported Debt generally include Certificates of Participation (COPs) and Lease Revenue Bonds (LRBs) which are lease obligations that are secured by an installment sale or by a lease-back arrangement between the City and another public entity. The general operating revenues of the City pay the lease payments, which are, in turn, used and typically pledged to pay debt service on the bonds or Certificates of Participation.

General Fund Supported Debt may also include bonds issued to refund obligations imposed by law, such as judgments (judgment obligation bonds (JOBs)) or unfunded accrued actuarial liabilities for pension plans (pension obligation bonds (POBs)).

These obligations do not constitute indebtedness under the state constitutional debt limitation and, therefore, are not subject to voter approval.

Payments to be made under valid leases are payable only in the year in which use and occupancy of the leased property is available, and lease payments may not be accelerated. Lease financing requires the fair market rental value of the leased property to be equal to or greater than the required debt service or lease payment schedule. The lessee (City) is obligated to include in its Annual Budget and appropriate the rental payments that are due and payable during each fiscal year the lessee has use of the leased property.

The City should strive to maintain its net General Fund-backed annual debt service at or less than 10% of General Fund annually budgeted revenue; and in no case should they exceed 15%. Future direct debt will not exceed 2% of assessed valuation. This ratio is defined as the City's annual debt service requirements on General Fund Supported Debt (including, but not limited to, COPs, LRBs, JOBs, and POBs) compared to total annual General Fund Revenues net of interfund transfers.

2. **Revenue Bonds** – Long-term obligations payable solely from specific special fund sources, in general, are not subject to a debt limitation. Examples of such long-term obligations include those which are payable from a special fund consisting of restricted revenues or user fees (Enterprise Revenues) and revenues derived from the system of which the project being funded is a part.

In determining the affordability of proposed revenue bonds, the City will perform an analysis comparing projected annual net revenues (exclusive of depreciation which is a non-cash related expense) to estimated annual debt service. The City should strive to maintain a coverage ratio of 110% (or such higher coverage ratio included in the City's existing financing documents), using historical and/or projected net revenues to cover annual

debt service for bonds. To the extent necessary, the City shall undertake proceedings for a rate increase to cover both operations and debt service costs, and create debt service reserve funds to maintain the required coverage ratio.

3. **Special Districts Financing** – The City’s special districts primarily consist of Community Facilities Districts (CFDs) and 1913/1915 Act Assessment Districts (Assessment Districts). The City will consider requests for special district formation and debt issuance when such requests address a public need or provide a public benefit. Each application will be considered on a case by case basis, and the Finance Department may not recommend a financing if it is determined that the financing could be detrimental to the debt position or the best interests of the City.
4. **General Obligation Bonds** – Notwithstanding their name, General Obligation Bonds are not general obligations of the City, but instead they are payable from and secured by a dedicated, voter-approved property tax override rate (*i.e.*, a property tax in excess of the 1% basic *ad valorem* property tax rate which has received the approving two-thirds vote of the City’s electorate). While the dedicated revenue stream to repay the debt makes General Obligation Bonds an attractive option, additional considerations for this financing mechanism include the time and expense of an election, the possibility that the electorate will not approve the ballot measure, and the legal bonding capacity limit (for general law cities, 3.75% of the assessed value of all taxable property within the City).
5. **Tax Increment Financing** – Tax Increment Financing is payable from and secured by a portion of *ad valorem* property taxes that are allocated to a successor agency to redevelopment agency (Successor Agency), an enhanced infrastructure financing district (EIFD), or a community revitalization and investment authority (CRIA) subject to a plan adopted for such entity and the applicable law. While tax increment debt for redevelopment agencies and Successor Agencies is entitled to the benefits of Article XVI, Section 16, of the California Constitution, no similar provision exists for EIFDs and CRIAs at the time of adoption of this Policy. Therefore, when considering EIFD or CRIA financing, debt limit concerns should be analyzed with respect to the proposed structure and taken into account in determining the practical viability of the proposed financing.
6. **Conduit Debt** – Conduit financing provides for the issuance of securities by a government agency to finance a project of a third party, such as a non-profit organization or other private entity. The City may sponsor conduit financings for those activities that have a general public purpose and are consistent with the City’s overall service and policy objectives. Unless a compelling public policy rationale exists, such conduit financings will not in any way pledge the City’s faith and credit.

## E. STRUCTURE OF DEBT

1. **Term of Debt** –The term of a bond issue is not-to-exceed the economic life of the facilities or projects to be financed, unless specific circumstances exist that would mitigate the extension of time to repay the debt and it would not cause the City to violate any covenants to maintain the tax-exempt status of such debt, if applicable.
2. **Rapidity of Debt Payment; Level Payment** – To the extent practical, bonds will be amortized on a level repayment basis, and revenue bonds will be amortized on a level repayment basis considering the forecasted available pledged revenues to achieve the lowest rates possible. Bond repayments should not increase on an annual basis in excess of 2% without a dedicated and supporting revenue funding stream.

Accelerated repayment schedules reduce debt burden faster and reduce total borrowing costs. The Finance Department will amortize debt through the most financially advantageous debt structure and to the extent possible, match the City's projected cash flow to the anticipated debt service payments. "Backloading" of debt service will be considered only when one or more of the following occur:

- a) Natural disasters or extraordinary or unanticipated external factors make payments on the debt in early years prohibitive.
  - b) The benefits derived from the debt issuance can clearly be demonstrated to be greater in the future than in the present.
  - c) Such structuring is beneficial to the City's aggregate overall debt payment schedule or achieves measurable interest savings.
  - d) Such structuring will allow debt service to more closely match projected revenues, whether due to lower project revenues during the early years of the project's operation, inflation escalators in the enterprise user rates, or other quantifiable reasons.
3. **Serial Bonds, Term Bonds, and Capital Appreciation Bonds** – For each issuance, the City will select serial bonds or term bonds, or both. On the occasions where circumstances warrant, Capital Appreciation Bonds (CABs) may be used. The decision to use term, serial, or CAB bonds is driven based on market conditions.
  4. **Reserve Funds** – To the extent a reserve fund provides an economic benefit that offsets the cost of funding the reserve fund, as determined by the Director of Finance in consultation with the City's municipal advisor and, if applicable, the underwriter for the bonds, the City may fund a reserve fund for the proposed bonds, up to the maximum amount permitted by applicable law or regulation. Typically, this amount is equal to the lesser of (i)



maximum annual debt service on the bonds, (ii) 10% of the principal amount of the bonds, or (iii) 125% of average annual debt service on the bonds.

## **F. USE OF ALTERNATIVE DEBT INSTRUMENTS**

Alternative debt instruments and financing structures sometimes can provide a lower cost of borrowing in the short run, but may involve greater medium-term or long-term risk. Due diligence review must be performed for each transaction, including the quantification of potential risks and benefits, analysis of the impact on City creditworthiness and debt affordability and capacity, and an evaluation of the ability of the City to withstand the medium-term or long-term risk attendant to alternative debt instruments, including the feasibility of exit strategies.

### **1. Variable Rate Debt**

Variable rate debt affords the City the potential to achieve a lower cost debt depending on market conditions. However, the City will seek to limit the use of variable-rate debt due to the potential risks of such instruments.

#### **a) Purpose**

The City shall consider the use of variable rate debt for the purposes of:

- i. Reducing the costs of debt issues.
- ii. Increasing flexibility for accelerating principal repayment and amortization.
- iii. Enhancing the management of assets and liabilities (matching short-term "priced debt" with the City's short-term investments).

#### **b) Considerations and Limitations on Variable-Rate Debt**

The City may consider the use of all alternative structures and modes of variable rate debt to the extent permissible under State law and will make determinations among different types of modes of variable rate debt based on cost, benefit, and risk factors. The [Finance Director] shall consider the following factors in considering whether to utilize variable rate debt:

- i. Any variable rate debt should not exceed 20% of total City General Fund supported debt.
- ii. Any variable rate debt should be fully hedged by expected future capital fund reserves or unrestricted General Fund reserve levels.

- iii. Whether interest cost and market conditions (including the shape of the yield curves and relative value considerations) are unfavorable for issuing fixed rate debt.
- iv. The likelihood of projected debt service savings when comparing the cost of fixed rate bonds.
- v. Costs, implementation and administration are quantified and considered.
- vi. Cost and availability of liquidity facilities (lines of credit necessary for variable rate debt obligations and commercial paper in the event that the bonds are not successfully remarketed) are quantified and considered.
- vii. Whether the ability to convert debt to another mode (daily, monthly, fixed) or redeem at par at any time is permitted.
- viii. Cost and availability of derivative products to hedge interest rate risk.
- ix. The findings of a thorough risk management assessment.

**c) Risk Management**

Any issuance of variable rate debt shall require a rigorous risk assessment, including, but not limited to factors discussed in this section. Variable rate debt subjects the City to additional financial risks (relative to fixed rate bonds), including interest rate risk, tax risk, and certain risks related to providing liquidity for certain types of variable rate debt.

The City will properly manage the risks as follows:

- i. ***Interest Rate Risk and Tax Risk*** – The risk that market interest rates increase on variable-rate debt because of market conditions, changes in taxation of municipal bond interest, or reductions in tax rates. Mitigation – Limit total variable rate exposure per the defined limits, match the variable rate liabilities with short term assets, and/or purchase appropriate derivative products to hedge against the risk (see also Section F.2 below).
- ii. ***Liquidity/Remarketing Risk*** – The risk that holders of variable rate bonds exercise their “put” option, tender their bonds, and the bonds cannot be remarketed requiring the bond liquidity facility provider to repurchase the bonds. This will result in the City paying a higher rate of interest to the

facility provider and the potential rapid amortization of the repurchased bonds. Mitigation - Limit total direct variable-rate exposure. Seek liquidity facilities which allow for longer (5-10 years) amortization of any draws on the facility. Endeavor to secure credit support facilities that result in bond ratings of the highest short-term ratings and long-term ratings not less than AA. If the City's bonds are downgraded below these levels (or such other rating levels as provided in the applicable financing documents) as a result of the facility provider's ratings, a replacement provider shall be sought.

- iii. **Liquidity/Rollover Risk** – The risk that arises due to the shorter term of most liquidity provider agreements (1-5 years) relative to the longer-term amortization schedule of the City's variable-rate bonds. Liquidity and rollover risk includes the following risks: (1) the City may incur higher renewal fees when renewal agreements are negotiated, and (2) the liquidity bank market may constrict such that it is difficult to secure third party liquidity at any interest rate. Mitigation – Negotiate longer terms on provider contracts to minimize the number of rollovers.

## **G. REFUNDING GUIDELINES**

The Director of Finance shall monitor at least annually all outstanding City debt obligations for potential refinancing opportunities. The City will consider refinancing of outstanding debt to achieve annual savings or to refinance a bullet payment or spike in debt service. Except for instances in which a bullet payment or spike in debt service is being refinanced, absent a compelling economic reason or financial benefit to the City, any refinancing should not result in an increase to the weighted average life of the refinanced debt.

Except for instances in which a bullet payment or spike in debt service is being refinanced, the City will generally seek to achieve debt service savings which, on a net present value basis, are at least 3% of the debt being refinanced. The net present value assessment shall factor in all costs, including issuance, escrow, and foregone interest earnings of any contributed funds on hand. Any potential refinancing shall additionally consider whether an alternative refinancing opportunity with higher savings is reasonably expected in the future.

## **H. MARKET COMMUNICATION, ADMINISTRATION, AND REPORTING**

1. **Rating Agency Relations and Annual or Ongoing Surveillance** – The Director of Finance shall be responsible for maintaining the City's relationships with S&P Global Ratings, Fitch Ratings and Moody's Investor's Service. The City is committed to maintaining its existing rating levels. In addition to general communication, the Director of Finance shall:

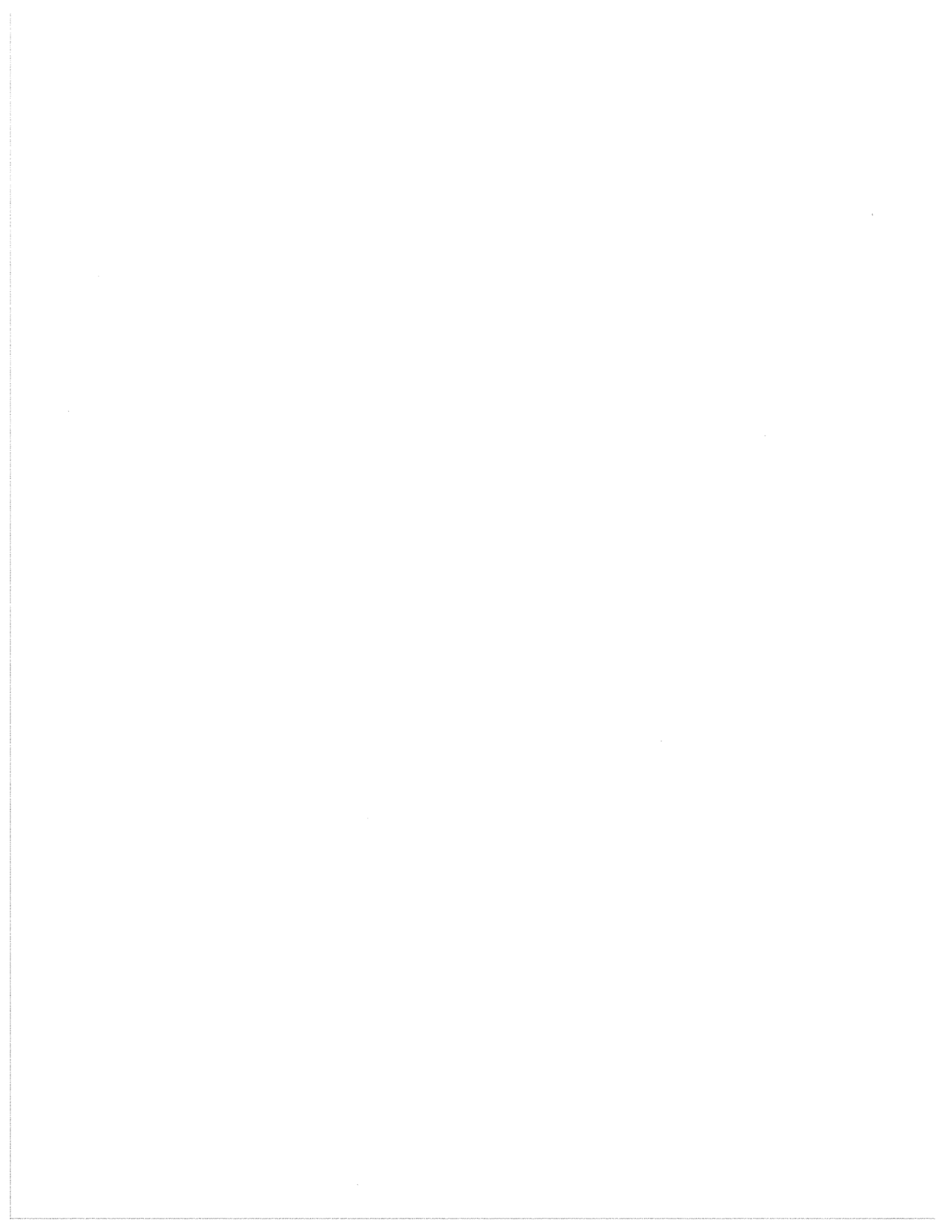
- a) Ensure the rating agencies are provided updated financial statements of the City as they become publically available.
  - b) Communicate with credit analysts at each agency at least once each year, or as may be requested by the agencies.
  - c) Prior to each proposed new debt issuance, schedule meetings or conference calls with agency analysts and provide a thorough update on the City's financial position, including the impacts of the proposed debt issuance.
2. **Council Communication** – The Director of Finance should report feedback from rating agencies, when and if available, regarding the City's financial strengths and weaknesses and areas of concern relating to weaknesses as they pertain to maintaining the City's existing credit ratings.
  3. **Continuing Disclosure Compliance** – The City shall remain in compliance with Rule 15c2-12, promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, by filing (to the extent required by the applicable continuing disclosure undertaking) its annual financial statements and other financial and operating data for the benefit of its bondholders within 270 days of the close of the fiscal year, or by such other annual deadline required in any continuing disclosure agreement or certificate for any debt issue. The City shall maintain a log or file evidencing that all continuing disclosure filings have been made promptly.
  4. **Debt Issue Record-Keeping** – A copy of all debt-related records shall be retained at the City's offices. At minimum, these records shall include all official statements, bond legal documents/transcripts, resolutions, trustee statements, leases, and title reports for each City financing (to the extent available).

Such records shall be retained while any bonds of an issue are outstanding and during the three-year period following the final maturity or redemption of the bond issue or, if later, while any bonds that refund bonds of that original issue are outstanding and for the three year period following the final maturity or redemption date of the latest refunding bond issue.

5. **Arbitrage Rebate** – The use of bond proceeds and their investments must be monitored to ensure compliance with all arbitrage rebate requirements of the Internal Revenue Code and related Internal Revenue Service regulations, in keeping with the covenants of the City and/or related entity in the tax certificate for any federally tax-exempt financing. The Director of finance shall ensure that all bond proceeds and investments are tracked in a manner which facilitates accurate calculation; and, if a rebate payment is due, such payment is made in a timely manner.

## **I. CREDIT RATINGS**


The City will consider published ratings agency guidelines regarding best financial practices and guidelines for structuring its capital funding and debt strategies to maintain the highest possible credit ratings consistent with its current operating and capital needs.

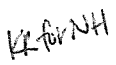


## REPORT TO CITY COUNCIL

**DATE:** JUNE 28, 2017

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

**FROM:** GREG RAMIREZ, CITY MANAGER 

**BY:** NATHAN HAMBURGER, ASSISTANT CITY MANAGER 

**SUBJECT:** CONDUCT A PUBLIC HEARING TO CONSIDER RESOLUTION NO. 17-1848; MODIFYING THE MANAGEMENT DISTRICT PLAN OF THE CONEJO VALLEY TOURISM IMPROVEMENT DISTRICT

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The Conejo Valley Tourism Improvement District (CVTID) lodging members had requested to renew the District's term, which was approved by the City Council at its meeting of May 24, 2017, thus, requiring modifications to the Management District Plan (MDP) to reflect the new term and operations of the CVTID. The resolution before the City Council is the final step in updating the CVTID MDP.

The MDP (Attachment 2 – redlined version) is the guiding legal document for a district and includes the proposed boundary of the District, a service plan, budget, and a proposed means of governance. The District will include all lodging businesses, existing and in the future, available for public occupancy within the boundaries of the Cities of Agoura Hills and Thousand Oaks. Pursuant to Streets and Highway Code, Section 36600, a MDP may be modified at the request of the Owners' Association. The CVTID has subsequently submitted a written request (Attachment 3) to modify portions of the MDP, specifically, updating the District term to be consistent with the new renewal date. In addition, changes are being requested to clean up several items requiring updated data and budget estimates. The purpose of the CVTID and use of funds remains consistent with past directives.

In California, Tourism Improvement Districts (TIDs) are formed pursuant to the Property and Business Improvement District Law of 1994. This law allows for the creation of a special benefit assessment district to raise funds within a specific geographic area. The key difference between TIDs and other special benefit assessment districts is that funds raised are returned to the private non-profit corporation governing the district.

TIDs 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 tourism. Tourism-related business owners within the district fund the district, and those funds are used to provide services that the businesses desire and that benefit the lodging businesses within the district.

The Cities have assumed the responsibility for collecting the assessment on a monthly or quarterly basis from each lodging business located in the District boundaries, within their

respective jurisdictions. The Cities forward the assessments to the Conejo Valley Tourism Improvement District, Inc., which has the responsibility of managing District programs as provided in the Management District Plan. The Greater Conejo Chamber of Commerce has served in this capacity since the inception of the CVTID.

The City of Agoura Hills, as the initiating agency, is being asked to conduct a public hearing to hear any testimony or protest to the proposed modifications and then adopt the Resolution to modify the CVTID MDP.

## **RECOMMENDATION**

Staff respectfully recommends the City Council conduct a public hearing and adopt Resolution No. 17-1848; modifying the Management District Plan of the Conejo Valley Tourism Improvement District.

Attachment

- (1) Resolution No. 17-1848
- (2) Management District Plan (redline version)
- (3) Letter from Owner's Association



**RESOLUTION NO. 17-1848**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, MODIFYING THE MANAGEMENT DISTRICT PLAN OF THE CONEJO VALLEY TOURISM IMPROVEMENT DISTRICT**

**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**, on August 12, 2015, the City Council adopted Resolution Number 15-1796, modifying the Management District Plan by modifying 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; and

**WHEREAS**, the Property and Business Improvement District Law of 1994, Streets and Highways Code §36600 et seq., allows cities to modify the Management District Plan (“MDP”) of a district at the request of the Owners’ Association; and

**WHEREAS**, the CVTID Owners’ Association, the Greater Conejo Valley Chamber of Commerce, has requested modification of the MDP; and

**WHEREAS**, on May 24, 2017, the City Council adopted a Resolution of Intention to Modify the Management District Plan of the CVTID, Resolution Number 17-1844 (the “Resolution of Intention”); and

**WHEREAS**, the Resolution of Intention was published and mailed in accordance with Streets and Highways Code Section 36636; and

**WHEREAS**, a public hearing on the proposed modification was held on June 28, 2017.

**NOW, THEREFORE**, the City Council of the City of Agoura Hills does hereby resolve as follows:

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

Section 2. The City Council hereby modifies the CVTID MDP. The modification of the CVTID MDP will modify the CVTID’s term from five (5) years to four (4) years and one (1) month, with a modified ending date of August 31, 2017.

Section 3. This resolution shall take effect immediately upon its adoption by the City Council.

**PASSED, APPROVED, and ADOPTED** this 28<sup>th</sup> day of June 2017, by the following vote, to wit:

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

---

Denis Weber, Mayor

ATTEST:

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Kimberly M. Rodrigues, City Clerk

2017-2027



**CONEJO VALLEY TOURISM  
IMPROVEMENT DISTRICT  
MANAGEMENT DISTRICT PLAN**

*Prepared pursuant to the Property and Business Improvement District Law of  
1994, Streets and Highways Code section 36600 et seq.*

**February 10 April  
20, 2017**

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Prepared by  
Civitas



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## I. OVERVIEW

Developed by Conejo Valley Tourism Improvement District, Inc. (the Corporation), the Conejo Valley Tourism Improvement District (CVTID) is an assessment district renewed to provide specific benefits to payors, by funding targeted marketing and sales promotion efforts. The CVTID was formed in 2013 by Agoura Hills Resolution No. 13-1714 for a 5-year term, lodging businesses now wish to renew it for an additional 10 years.

*Location:* The renewed CVTID includes all lodging businesses located within the boundaries of the cities of Agoura Hills and Thousand Oaks, as shown on the map in section IV.

*Services:* The CVTID is designed to provide specific benefits directly to payors by increasing room night sales and revenue therefrom. Marketing and sales promotions will increase overnight tourism and market payors as tourist, meeting and event destinations, thereby increasing room night sales and revenue therefrom.

*Budget:* The total CVTID annual budget for the initial year of its 10-year operation is anticipated to be approximately \$1,200,000. This budget is expected to fluctuate as room sales do, but is not expected to significantly change over the life of the CVTID.

*Cost:* The annual assessment rate shall be 2 percent of gross room rental revenue. Based on the benefit received, the assessment shall not be collected on stays of more than thirty (30) consecutive days and stays pursuant to contracts executed prior to August 1, 2013.

*Collection:* The cities will be responsible for collecting the assessment on a monthly or quarterly basis (including any delinquencies, penalties and interest) from each lodging business located in the CVTID, within their respective jurisdictions.

*Duration:* The renewed CVTID will have a 10-year life, beginning September 1, 2017 through August 31, 2027. Once per year, beginning on September 1, there is a 30-day period in which owners paying more than fifty percent (50%) of the assessment may protest and initiate a City Council hearing on district termination.

*Management:* The Corporation will serve as the CVTID's Owners' Association. The Owners' Association is charged with managing funds and implementing programs in accordance with this Plan, and must provide annual reports to the City Council.

## II. BACKGROUND

TIDs are an evolution of the traditional Business Improvement District. The first TID was formed in West Hollywood, California in 1989. Since then, over ninety California destinations have followed suit. In recent years, other states have begun adopting the California model – Montana, South Dakota, Washington, Colorado, Texas and Louisiana have adopted TID laws. Several other states are in the process of adopting their own legislation. The cities of Wichita, Kansas and Newark, New Jersey used an existing business improvement district law to form a TID. And, some cities, like Portland, Oregon and Memphis, Tennessee have utilized their home rule powers to create TIDs without a state law.



California's TIDs collectively raise over \$225 million for local destination marketing. With competitors raising their budgets, and increasing rivalry for visitor dollars, it is important that Conejo Valley lodging businesses continue to invest in stable, lodging-specific marketing programs.

TIDs utilize the efficiencies of private sector operation in the market-based promotion of tourism districts. TIDs allow lodging business owners to organize their efforts to increase room

night sales. Lodging business owners within the TID pay an assessment and those funds are used to provide services that increase room night sales.

In California, TIDs are formed pursuant to the Property and Business Improvement District Law of 1994. This law allows for the creation of a benefit assessment district to raise funds within a specific geographic area. Unlike transient occupancy tax levies, TID funds cannot be diverted to government programs.

There are many benefits to TIDs:

- Funds must be spent on services and improvements that provide a specific benefit only to those lodging businesses that pay;
- They are customized to fit the needs of payors in each destination;
- They allow for a wide range of services;
- They are designed, created and governed by those who will pay the assessment; and
- They provide a stable, long-term funding source for tourism promotion.

### III. ACCOMPLISHMENTS

By all measurements, the CVTID has increased overnight stays and revenue for the assessed lodging businesses in Conejo Valley.

- According to the STR Report, in 2016 Conejo Valley hotels reported an occupancy of 81.8 percent. This is up 6.7 percent from the previous year and much higher than the average occupancy growth of 0.8 percent of the competitive set.
- Conejo Valley hotels reported an average daily rate (ADR) of \$132.32 in 2016. This is up 11.4 percent from the previous year. It is noticeably higher than that 8.6 percent growth in ADR in the competitive set.
- Revenue per available room (RevPAR) also increased. CVTID lodging businesses reported a RevPAR of \$108.26 in 2016, up 18.8 percent from 2015. This is compared to a change of 9.5 percent of the RevPAR of the competitive set.

The CVTID achieved these results through a multifaceted approach to strategically marketing the Conejo Valley.

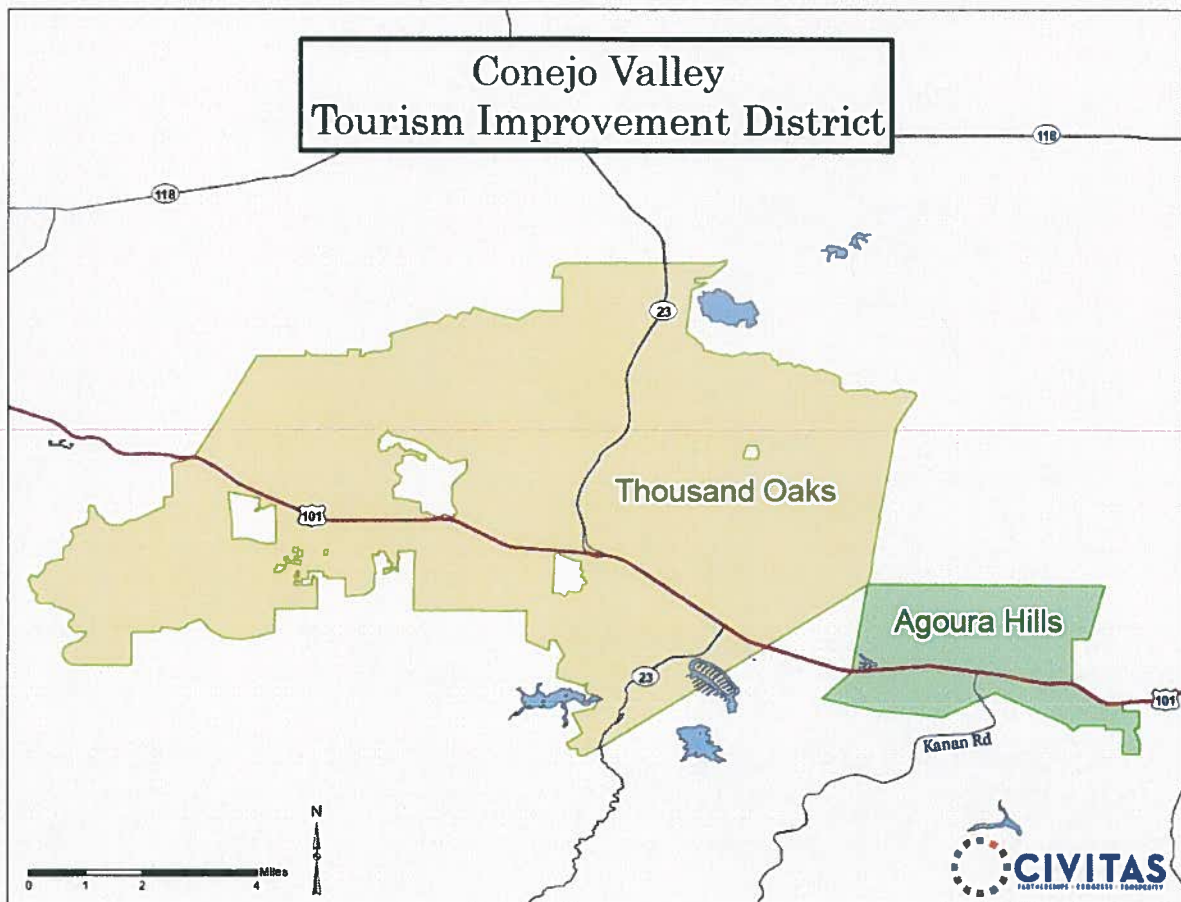
- In advertising, the CVTID developed a brand for Conejo Valley, centered around the tagline “Catch Your Breath”. This branding was utilized in the development of a website, social media channels, paid marketing campaigns and print media.
- The CVTID developed a comprehensive strategy focused around 5 verticals: business travel, weddings, sports travel, outdoor adventure travel and leisure travel. The CVTID developed specific variations of the branding campaign to fit each vertical.
- In public relations, the CVTID conducted media familiarization tours with journalists from publications in our target audiences in California. The CVTID also partnered with Visit California to engage media.
- The CVTID sent staff to conferences that focus on the different audiences the CVTID is trying to reach. These include wedding shows, sports team conferences and shows for adventure travelers.
- Finally, the CVTID is constantly evolving its media campaigns to support media trends. Specifically, the CVTID developed a wedding listicle, engaged new media influencers on YouTube and Instagram and began posting social media at live events in order to engage an ever savvy traveler.

#### IV. BOUNDARY

The CVTID will include all lodging businesses, existing and in the future, available for public occupancy within the boundaries of the cities of Agoura Hills and Thousand Oaks.

As used herein, lodging business means: any structure, or any portion of any structure, which is occupied or intended or designed for occupancy by transients for dwelling, lodging or sleeping purposes, and includes any hotel, inn, tourist home or house, motel, studio hotel, bachelor hotel, lodging house, rooming house, apartment house, rental unit, dormitory, public or private club, mobilehome or house trailer at a fixed location, or other similar structure or portion thereof.

The boundary, as shown in the map below, currently includes 14 lodging businesses. A listing of lodging businesses within the renewed CVTID can be found in Appendix 2.





## V. SERVICES

Assessment funds will be spent on specific benefits conferred or privileges granted directly to the payors that are not provided to those not charged, and which do not exceed the reasonable cost to the City of conferring the benefits or granting the privileges. The privileges and services provided with the CVTID funds are sales and marketing programs available only to assessed businesses, which are designed to increase room night sales and revenue therefrom. A description of the proposed activities for the initial year of operation is below; the same activities are proposed for subsequent years.

### **Sales and Marketing**

A sales and marketing program will promote assessed businesses as tourist, meeting, and event destinations. The sales and marketing program will have a central theme of promoting Conejo Valley as a desirable place for overnight visits. The program will have the goal of increasing overnight visitation and room night sales at assessed businesses, and may include the following activities:

- Internet marketing efforts, including advertising and social media, to increase awareness and optimize Internet presence to drive overnight visitation and room sales to assessed businesses;
- Print ads in magazines and newspapers, television ads, and radio ads targeted at potential visitors to drive overnight visitation and room sales to assessed businesses;
- Attendance of trade shows to promote assessed businesses;
- Sales blitzes for assessed businesses;
- Familiarization tours of assessed businesses;
- Preparation and production of collateral promotional materials such as brochures, flyers and maps featuring assessed businesses;
- Coordinated promotions with visitor-attracting businesses, events, and attractions targeted at increasing overnight visitation to assessed businesses;
- Attendance of professional industry conferences and affiliation events to promote assessed businesses;
- Sponsorship and promotion of events marketed to overnight visitors encouraging them to stay at assessed businesses;
- Lead generation activities designed to attract tourists and group events to assessed businesses;
- Director of Sales and General Manager meetings to plan and coordinate tourism promotion efforts for assessed businesses; and
- Development and maintenance of a website designed to promote assessed businesses.

### **Direct Sales and Marketing**

A direct sales and marketing program will promote assessed businesses as tourist, meeting, and event destinations. The direct sales and marketing program will focus on promoting individual assessed lodging businesses as desirable places for overnight visits. The program will have the goal of increasing overnight visitation and room night sales at assessed businesses, and may include the following activities:

- Paid advertising for individual lodging businesses to increase room night sales;
- Paid advertising for special events hosted by an individual lodging business to grow room night sales (i.e. wedding expositions);
- Payment of travel expenses for lodging business staff to attend conferences and/or conventions to increase room night sales at assessed lodging businesses;
- Payment for pre-meeting support to groups which work to generate room night sales; and

- Promotional items branded with lodging businesses' logo and information to increase room night sales.

### **Administration**

In order to provide the sales and marketing services, the Corporation will incur various administrative costs, such as staffing, rent, advocacy, insurance, legal, and accounting fees.

### **City Collection Fee**

The cities of Agoura Hills and Thousand Oaks shall retain a fee equal to 1% of the amount of the assessment collected within their respective jurisdictions to cover their actual costs of assessment collection and administration.

### **Contingency/Reserve**

In order to ensure effective provision of services, a contingency will be established to account for uncollected assessments or unanticipated program costs. If there are contingency funds collected, they may be held in a reserve fund or utilized for other program, administration or renewal costs at the discretion of the Corporation. Policies relating to contributions to the reserve fund, the target amount of the reserve fund, and expenditure of the reserve fund shall be set by the Corporation. The reserve fund may be spent on programs described in this Plan in any proportion deemed appropriate by the Corporation.

## VI. BUDGET

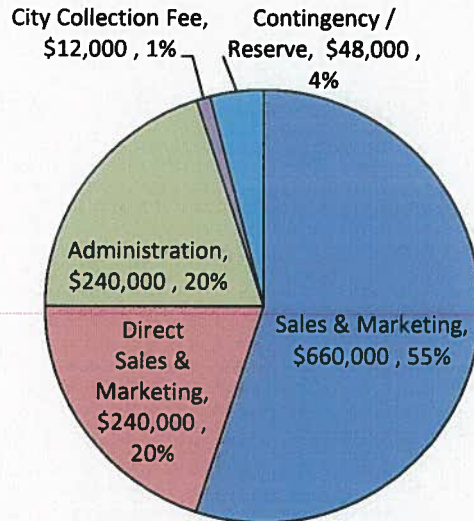
### A. Total Annual Budget

The total 10-year budget is projected at approximately \$1,200,000 annually, or \$12,000,000 through 2027. This budget is expected to fluctuate as room sales do, but is not expected to significantly change over the life of the CVTID.

### B. Budget Allocations

The budget allocations for the initial year are shown below. Although actual annual revenues will fluctuate due to market conditions, the proportional allocations of the budget shall remain consistent; however, the City and the Corporation shall have the authority to adjust categorical allocations by up to fifteen percent (15%) of the total budget each year. In the event of a legal challenge against the CVTID, any and all assessment funds may be used for the costs of defending the CVTID, the City and the Corporation related to the CVTID.

The initial annual budget of \$1,200,000 will be allocated as follows:



### C. GAAP Compliance

Each budget category includes all costs related to providing that service, in accordance with Generally Accepted Accounting Procedures (GAAP). For example, the sales and marketing budget includes the cost of staff time dedicated to overseeing and implementing the sales and marketing program. Staff time dedicated purely to administrative tasks is allocated to the administrative portion of the budget. The costs of employing an individual staff member may be allocated to multiple budget categories, as appropriate in accordance with GAAP. The staffing levels necessary to provide the services below will be determined by the Corporation on an as-needed basis.

## VII. ASSESSMENT

### A. Assessment

The annual assessment rate shall be 2 percent of gross room rental revenue. Based on the benefit received, the assessment shall not be collected on stays of more than thirty (30) consecutive days and stays pursuant to contracts executed prior to August 1, 2013.

The term "gross room rental revenue" as used herein means: the consideration charged, whether or not received, for the occupancy of space in a lodging business valued in money, whether to be received in money, goods, labor or otherwise, including all receipts, cash, credits and property and services of any kind or nature, without any deduction therefrom whatsoever. Gross room rental revenue shall not include any federal, state or local taxes collected, including but not limited to transient occupancy taxes. The assessment shall not be considered revenue for any purposes, including calculation of transient occupancy taxes.

The assessment is levied upon and a direct obligation of the assessed lodging business. However, the assessed lodging business may, at its discretion, pass the assessment on to customers. The amount of assessment, if passed on to each customer, shall be disclosed in advance and separately stated from the amount of rent charged and any other applicable taxes, and each customer shall receive a receipt for payment from the business. The assessment shall be disclosed as the "CVTID Assessment." The assessment is imposed solely upon, and is the sole obligation of the assessed lodging business even if it is passed on to customers.

Bonds shall not be issued.

### B. Penalties and Interest

The cities shall be responsible for collection of delinquent assessments. The CVTID shall reimburse the cities for any costs associated with collecting unpaid assessments. If sums in excess of the delinquent CVTID assessment are sought to be recovered in the same collection action by the cities, the CVTID shall bear its pro rata share of such collection costs. Assessed lodging businesses which are delinquent in paying the assessment shall be responsible for paying:

1. *Original Delinquency:* Any lodging business which fails to remit any assessment within the time required shall pay a penalty of ten percent (10%) of the amount of the assessment in addition to the amount of the assessment.
2. *Continued Delinquency:* Any lodging business which fails to remit any delinquent remittance on or before a period of thirty (30) days following the date on which the remittance first became delinquent shall pay a second delinquency penalty of ten percent (10%) of the amount of the assessment in addition to the amount of the assessment and the ten percent (10%) penalty first imposed.
3. *Fraud:* If a City determines that the nonpayment of any remittance is due to fraud, a penalty of twenty-five percent (25%) of the amount of the assessment shall be added thereto in addition to the penalties stated in paragraphs 1 and 2 above.
4. *Interest:* In addition to the penalties imposed, any lodging business which fails to remit any assessment shall pay interest at the rate of one-half of one percent (0.5%) per month for each month or portion of a month that the assessment shall be delinquent on the amount of the assessment, exclusive of penalties, from the date on which the assessment first became delinquent until paid. The interest shall be computed on a monthly basis and shall not be subject to proration for any portion of a month.



5. *Penalties Merged With Assessment:* Every penalty imposed and such interest as accrues under the provisions of this section shall become a part of the assessment required to be paid.

**C. Time and Manner for Collecting Assessments**

The CVTID assessment will be implemented beginning September 1, 2017 and will continue for 10 years through August 31, 2027. The cities will be responsible for collecting the assessment on a monthly or quarterly basis (including any delinquencies, penalties and interest) from each lodging business, within their respective jurisdictions. The cities shall take all reasonable efforts to collect the assessments from each lodging business, within their respective jurisdictions. The cities shall forward the assessments collected to the Owners' Association.

## VIII. CALIFORNIA CONSTITUTIONAL COMPLIANCE

The CVTID is subject to certain provisions of the California Constitution. Although it levies an assessment, the CVTID is not a property-based assessment subject to the requirements of Article XIII D of the Constitution (“Proposition 218”). The Court has found, “Proposition 218 limited the term ‘assessments’ to levies on real property.”<sup>1</sup> Rather, the CVTID assessment is a business-based assessment, and is subject to Article XIII C of the Constitution (“Proposition 26”). Pursuant to Proposition 26 all City levies are a tax unless they fit one of seven exceptions. Two of these exceptions apply to the CVTID, a “specific benefit” and a “specific government service.” Both require that the costs of benefits or services do not exceed the reasonable costs to the City of conferring the benefits or providing the services.

### A. Specific Benefit

Proposition 26 requires that assessment funds be expended on, “a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege.”<sup>2</sup> The services in this Plan are designed to provide targeted benefits directly to assessed lodging businesses, and are intended only to provide benefits and services directly to those businesses paying the assessment. These services are tailored not to serve the general public, businesses in general, or parcels of land, but rather to serve the specific lodging businesses within the CVTID. The activities described in this Plan are specifically targeted to increase room night sales for assessed lodging businesses within the boundaries of the CVTID, and are narrowly tailored. CVTID funds will be used exclusively to provide the specific benefit of increased room night sales directly to the assessees. Assessment funds shall not be used to feature non-assessed lodging businesses in CVTID programs, or to directly generate sales for non-assessed businesses. The activities paid for from assessment revenues are business services constituting and providing specific benefits to the assessed businesses.

The assessment imposed by the CVTID is for a specific benefit conferred directly to the payors that is not provided to those not charged. The specific benefit conferred directly to the payors is an increase in room night sales and revenue therefrom. The specific benefit of an increase in room night sales for assessed lodging businesses will be directly provided only to lodging businesses paying the CVTID assessment, with marketing and sales programs promoting only those lodging businesses paying the assessment. The marketing and sales programs will be designed to increase room night sales at each assessed lodging business. Because they are necessary to provide the marketing and sales programs that specifically benefit the assessed lodging businesses, the administration, collection and contingency expenditures also provide the specific benefit of increased room night sales to the assessed lodging businesses.

Although the CVTID, in providing specific benefits to payors, may produce incidental benefits to non-paying businesses, the incidental benefit does not preclude the services from being considered a specific benefit. The legislature has found that, “A specific benefit is not excluded from classification as a ‘specific benefit’ merely because an indirect benefit to a nonpayor occurs incidentally and without cost to the payor as a consequence of providing the specific benefit to the payor.”<sup>3</sup>

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<sup>1</sup> *Jarvis v. the City of San Diego* 72 Cal App. 4<sup>th</sup> 230

<sup>2</sup> Cal. Const. art XIII C § 1(e)(1)

<sup>3</sup> Government Code § 53758(a)

### **B. Specific Government Service**

The assessment may also be utilized to provide, “a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product.”<sup>4</sup> The legislature has recognized that marketing and promotions services like those to be provided by the CVTID are government services within the meaning of Proposition 26<sup>5</sup>. Further, the legislature has determined that “a specific government service is not excluded from classification as a ‘specific government service’ merely because an indirect benefit to a nonpayor occurs incidentally and without cost to the payor as a consequence of providing the specific government service to the payor.”<sup>6</sup>

### **C. Reasonable Cost**

CVTID services will be implemented carefully to ensure they do not exceed the reasonable cost of such services. The full amount assessed will be used to provide the services described herein. Funds will be managed by the Corporation, and reports submitted on an annual basis to the City. Only assessed lodging businesses will be featured in marketing materials, receive sales leads generated from CVTID-funded activities, be featured in advertising campaigns, and directly benefit from other CVTID-funded services. Non-assessed lodging businesses will not directly receive these, nor any other, CVTID-funded services and benefits.

The CVTID-funded programs are all targeted directly at and feature only assessed businesses. It is, however, possible that there will be a spill over benefit to non-assessed businesses. If non-assessed lodging businesses receive incremental room nights, that portion of the promotion or program generating those room nights shall be paid with non-CVTID funds. CVTID funds shall only be spent to benefit the assessed businesses, and shall not be spent on that portion of any program which directly generates incidental room nights for non-assessed businesses.

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<sup>4</sup> Cal. Const. art XIII C § 1(e)(2)

<sup>5</sup> Government Code § 53758(b)

<sup>6</sup> Government Code § 53758(b)

## **IX. GOVERNANCE**

### **A. Owners' Association**

The City Council, through adoption of this Management District Plan, has the right, pursuant to Streets and Highways Code §36651, to identify the body that shall implement the proposed program, which shall be the Owners' Association of the CVTID as defined in Streets and Highways Code §36612. The City Council has determined Conejo Valley Tourism Improvement District, Inc. (the Corporation) will continue to serve as the Owners' Association for the CVTID.

### **B. Brown Act and California Public Records Act Compliance**

An Owners' Association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. The Owners' Association is, however, subject to government regulations relating to transparency, namely the Ralph M. Brown Act and the California Public Records Act. These regulations are designed to promote public accountability. The Owners' Association acts as a legislative body under the Ralph M. Brown Act (Government Code §54950 et seq.). Thus, meetings of the Corporation board and certain committees wherein the CVTID is discussed must be held in compliance with the public notice and other requirements of the Brown Act. The Owners' Association is also subject to the record keeping and disclosure requirements of the California Public Records Act. Accordingly, the Owners' Association shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

### **C. Annual Report**

The Corporation shall present an annual report at the end of each year of operation to the City Council pursuant to Streets and Highways Code §36650 (see Appendix 1). The annual report shall include:

- Any proposed changes in the boundaries of the improvement district or in any benefit zones or classification of businesses within the district.
- The improvements and activities to be provided for that fiscal year.
- An estimate of the cost of providing the improvements and the activities for that fiscal year.
- The method and basis of levying the assessment in sufficient detail to allow each business owner to estimate the amount of the assessment to be levied against his or her business for that fiscal year.
- The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year.
- The estimated amount of any contributions to be made from sources other than assessments levied pursuant to this part.



## APPENDIX 1 – LAW

\*\*\* This document is current through the 2017 Supplement \*\*\*  
(All 2016 legislation)

STREETS AND HIGHWAYS CODE  
Division 18. Parking  
Part 7. Property and Business Improvement District Law of 1994

Cal Sts & Hy Code Div. 18, Pt. 7 (2017)

CHAPTER 1. General Provisions [36600 - 36617]

ARTICLE 1. Declarations [36600 - 36604]

### 36600. Citation of part

This part shall be known and may be cited as the “Property and Business Improvement District Law of 1994.”

### 36601. Legislative findings and declarations; Legislative guidance

The Legislature finds and declares all of the following:

(a) Businesses located and operating within business districts in some of this state’s communities are economically disadvantaged, are underutilized, and are unable to attract customers due to inadequate facilities, services, and activities in the business districts.

(b) It is in the public interest to promote the economic revitalization and physical maintenance of business districts in order to create jobs, attract new businesses, and prevent the erosion of the business districts.

(c) It is of particular local benefit to allow business districts to fund business related improvements, maintenance, and activities through the levy of assessments upon the businesses or real property that receive benefits from those improvements.

(d) Assessments levied for the purpose of conferring special benefit upon the real property or a specific benefit upon the businesses in a business district are not taxes for the general benefit of a city, even if property, businesses, or persons not assessed receive incidental or collateral effects that benefit them.

(e) Property and business improvement districts formed throughout this state have conferred special benefits upon properties and businesses within their districts and have made those properties and businesses more useful by providing the following benefits:

(1) Crime reduction. A study by the Rand Corporation has confirmed a 12-percent reduction in the incidence of robbery and an 8-percent reduction in the total incidence of violent crimes within the 30 districts studied.

(2) Job creation.

(3) Business attraction.

(4) Business retention.

(5) Economic growth.

(6) New investments.

(f) With the dissolution of redevelopment agencies throughout the state, property and business improvement districts have become even more important tools with which communities can combat blight, promote economic opportunities, and create a clean and safe environment.

(g) Since the enactment of this act, the people of California have adopted Proposition 218, which added Article XIII D to the Constitution in order to place certain requirements and restrictions on the formation of, and activities, expenditures, and assessments by property-based districts. Article XIII D of the Constitution provides that property-based districts may only levy assessments for special benefits.

(h) The act amending this section is intended to provide the Legislature’s guidance with regard to this act, its interaction with the provisions of Article XIII D of the Constitution, and the determination of special benefits in property-based districts.

(1) The lack of legislative guidance has resulted in uncertainty and inconsistent application of this act, which discourages the use of assessments to fund needed improvements, maintenance, and activities in property-based districts, contributing to blight and other underutilization of property.

(2) Activities undertaken for the purpose of conferring special benefits upon property to be assessed inherently produce incidental or collateral effects that benefit property or persons not assessed. Therefore, for special benefits to exist as a separate and distinct category from general benefits, the

incidental or collateral effects of those special benefits are inherently part of those special benefits. The mere fact that special benefits produce incidental or collateral effects that benefit property or persons not assessed does not convert any portion of those special benefits or their incidental or collateral effects into general benefits.

(3) It is of the utmost importance that property-based districts created under this act have clarity regarding restrictions on assessments they may levy and the proper determination of special benefits. Legislative clarity with regard to this act will provide districts with clear instructions and courts with legislative intent regarding restrictions on property-based assessments, and the manner in which special benefits should be determined.

**36602. Purpose of part**

The purpose of this part is to supplement previously enacted provisions of law that authorize cities to levy assessments within property and business improvement districts, to ensure that those assessments conform to all constitutional requirements and are determined and assessed in accordance with the guidance set forth in this act. This part does not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes.

**36603. Preemption of authority or charter city to adopt ordinances levying assessments**

Nothing in this part is intended to preempt the authority of a charter city to adopt ordinances providing for a different method of levying assessments for similar or additional purposes from those set forth in this part. A property and business improvement district created pursuant to this part is expressly exempt from the provisions of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 (Division 4 (commencing with Section 2800)).

**36603.5. Part prevails over conflicting provisions**

Any provision of this part that conflicts with any other provision of law shall prevail over the other provision of law, as to districts created under this part.

**36604. Severability**

This part is intended to be construed liberally and, if any provision is held invalid, the remaining provisions shall remain in full force and effect. Assessments levied under this part are not special taxes.

**ARTICLE 2. Definitions [36606 - 36616]**

**36606. "Activities"**

"Activities" means, but is not limited to, all of the following that benefit businesses or real property in the district:

- (a) Promotion of public events.
- (b) Furnishing of music in any public place.
- (c) Promotion of tourism within the district.
- (d) Marketing and economic development, including retail retention and recruitment.
- (e) Providing security, sanitation, graffiti removal, street and sidewalk cleaning, and other municipal services supplemental to those normally provided by the municipality.
- (f) Other services provided for the purpose of conferring special benefit upon assessed real property or specific benefits upon assessed businesses located in the district.

**36606.5. "Assessment"**

"Assessment" means a levy for the purpose of acquiring, constructing, installing, or maintaining improvements and providing activities that will provide certain benefits to properties or businesses located within a property and business improvement district.

**36607. "Business"**

"Business" means all types of businesses and includes financial institutions and professions.

**36608. "City"**

"City" means a city, county, city and county, or an agency or entity created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code, the public member agencies of which includes only cities, counties, or a city and county, or the State of California.

**36609. "City council"**

“City council” means the city council of a city or the board of supervisors of a county, or the agency, commission, or board created pursuant to a joint powers agreement and which is a city within the meaning of this part.

**36609.4. “Clerk”**

“Clerk” means the clerk of the legislative body.

**36609.5. “General benefit”**

“General benefit” means, for purposes of a property-based district, any benefit that is not a “special benefit” as defined in Section 36615.5.

**36610. “Improvement”**

“Improvement” means the acquisition, construction, installation, or maintenance of any tangible property with an estimated useful life of five years or more including, but not limited to, the following:

- (a) Parking facilities.
- (b) Benches, booths, kiosks, display cases, pedestrian shelters and signs.
- (c) Trash receptacles and public restrooms.
- (d) Lighting and heating facilities.
- (e) Decorations.
- (f) Parks.
- (g) Fountains.
- (h) Planting areas.
- (i) Closing, opening, widening, or narrowing of existing streets.
- (j) Facilities or equipment, or both, to enhance security of persons and property within the district.
- (k) Ramps, sidewalks, plazas, and pedestrian malls.
- (l) Rehabilitation or removal of existing structures.

**36611. “Management district plan”; “Plan”**

“Management district plan” or “plan” means a proposal as defined in Section 36622.

**36612. “Owners’ association”**

“Owners’ association” means a private nonprofit entity that is under contract with a city to administer or implement improvements, maintenance, and activities specified in the management district plan. An owners’ association may be an existing nonprofit entity or a newly formed nonprofit entity. An owners’ association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. Notwithstanding this section, an owners’ association shall comply with the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code), at all times when matters within the subject matter of the district are heard, discussed, or deliberated, and with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code), for all records relating to activities of the district.

**36614. “Property”**

“Property” means real property situated within a district.

**36614.5. “Property and business improvement district”; “District”**

“Property and business improvement district,” or “district,” means a property and business improvement district established pursuant to this part.

**36614.6. “Property-based assessment”**

“Property-based assessment” means any assessment made pursuant to this part upon real property.

**36614.7. “Property-based district”**

“Property-based district” means any district in which a city levies a property-based assessment.

**36615. “Property owner”; “Business owner”; “Owner”**

“Property owner” means any person shown as the owner of land on the last equalized assessment roll or otherwise known to be the owner of land by the city council. “Business owner” means any person recognized by the city as the owner of the business. “Owner” means either a business owner or a property owner. The city council has no obligation to obtain other information as to the ownership of land or businesses, and its determination of ownership shall be final.

and conclusive for the purposes of this part. Wherever this part requires the signature of the property owner, the signature of the authorized agent of the property owner shall be sufficient. Wherever this part requires the signature of the business owner, the signature of the authorized agent of the business owner shall be sufficient.

**36615.5. "Special benefit"**

"Special benefit" means, for purposes of a property-based district, a particular and distinct benefit over and above general benefits conferred on real property located in a district or to the public at large. Special benefit includes incidental or collateral effects that arise from the improvements, maintenance, or activities of property-based districts even if those incidental or collateral effects benefit property or persons not assessed. Special benefit excludes general enhancement of property value.

**36616. "Tenant"**

"Tenant" means an occupant pursuant to a lease of commercial space or a dwelling unit, other than an owner.

**ARTICLE 3. Prior Law [36617- 36617.]**

**36617. Alternate method of financing certain improvements and activities; Effect on other provision**

This part provides an alternative method of financing certain improvements and activities. The provisions of this part shall not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes. Every improvement area established pursuant to the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500) of this division) is valid and effective and is unaffected by this part.

**CHAPTER 2. Establishment [36620 - 36630]**

**36620. Establishment of property and business improvement district**

A property and business improvement district may be established as provided in this chapter.

**36620.5. Requirement of consent of city council**

A county may not form a district within the territorial jurisdiction of a city without the consent of the city council of that city. A city may not form a district within the unincorporated territory of a county without the consent of the board of supervisors of that county. A city may not form a district within the territorial jurisdiction of another city without the consent of the city council of the other city.

**36621. Initiation of proceeding; Petition of property or business owners in proposed district**

(a) Upon the submission of a written petition, signed by the property or business owners in the proposed district who will pay more than 50 percent of the assessments proposed to be levied, the city council may initiate proceedings to form a district by the adoption of a resolution expressing its intention to form a district. The amount of assessment attributable to property or a business owned by the same property or business owner that is in excess of 40 percent of the amount of all assessments proposed to be levied, shall not be included in determining whether the petition is signed by property or business owners who will pay more than 50 percent of the total amount of assessments proposed to be levied.

(b) The petition of property or business owners required under subdivision (a) shall include a summary of the management district plan. That summary shall include all of the following:

- (1) A map showing the boundaries of the district.
- (2) Information specifying where the complete management district plan can be obtained.
- (3) Information specifying that the complete management district plan shall be furnished upon request.

(c) The resolution of intention described in subdivision (a) shall contain all of the following:

- (1) A brief description of the proposed improvements, maintenance, and activities, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property or businesses within the district, a statement as to whether bonds will be issued, and a description of the exterior boundaries of the proposed district, which may be made by reference to any plan or map that is on file with the clerk. The descriptions and statements do not need to be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements, maintenance, and activities, and the location and extent of the proposed district.



- (2) A time and place for a public hearing on the establishment of the property and business improvement district and the levy of assessments, which shall be consistent with the requirements of Section 36623.

**36622. Contents of management district plan**

The management district plan shall include, but is not limited to, all of the following:

- (a) If the assessment will be levied on property, a map of the district in sufficient detail to locate each parcel of property and, if businesses are to be assessed, each business within the district. If the assessment will be levied on businesses, a map that identifies the district boundaries in sufficient detail to allow a business owner to reasonably determine whether a business is located within the district boundaries. If the assessment will be levied on property and businesses, a map of the district in sufficient detail to locate each parcel of property and to allow a business owner to reasonably determine whether a business is located within the district boundaries.
- (b) The name of the proposed district.
- (c) A description of the boundaries of the district, including the boundaries of benefit zones, proposed for establishment or extension in a manner sufficient to identify the affected property and businesses included, which may be made by reference to any plan or map that is on file with the clerk. The boundaries of a proposed property assessment district shall not overlap with the boundaries of another existing property assessment district created pursuant to this part. This part does not prohibit the boundaries of a district created pursuant to this part to overlap with other assessment districts established pursuant to other provisions of law, including, but not limited to, the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500)). This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with another business assessment district created pursuant to this part. This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with a property assessment district created pursuant to this part.
- (d) The improvements, maintenance, and activities proposed for each year of operation of the district and the maximum cost thereof. If the improvements, maintenance, and activities proposed for each year of operation are the same, a description of the first year's proposed improvements, maintenance, and activities and a statement that the same improvements, maintenance, and activities are proposed for subsequent years shall satisfy the requirements of this subdivision.
- (e) The total annual amount proposed to be expended for improvements, maintenance, or activities, and debt service in each year of operation of the district. If the assessment is levied on businesses, this amount may be estimated based upon the assessment rate. If the total annual amount proposed to be expended in each year of operation of the district is not significantly different, the amount proposed to be expended in the initial year and a statement that a similar amount applies to subsequent years shall satisfy the requirements of this subdivision.
- (f) The proposed source or sources of financing, including the proposed method and basis of levying the assessment in sufficient detail to allow each property or business owner to calculate the amount of the assessment to be levied against his or her property or business. The plan also shall state whether bonds will be issued to finance improvements.
- (g) The time and manner of collecting the assessments.
- (h) The specific number of years in which assessments will be levied. In a new district, the maximum number of years shall be five. Upon renewal, a district shall have a term not to exceed 10 years. Notwithstanding these limitations, a district created pursuant to this part to finance capital improvements with bonds may levy assessments until the maximum maturity of the bonds. The management district plan may set forth specific increases in assessments for each year of operation of the district.
- (i) The proposed time for implementation and completion of the management district plan.
- (j) Any proposed rules and regulations to be applicable to the district.
- (k) (1) A list of the properties or businesses to be assessed, including the assessor's parcel numbers for properties to be assessed, and a statement of the method or methods by which the expenses of a district will be imposed upon benefited real property or businesses, in proportion to the benefit received by the property or business, to defray the cost thereof.
- (2) In a property-based district, the proportionate special benefit derived by each identified parcel shall be determined exclusively in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the activities. An assessment shall not be imposed on any parcel that exceeds the reasonable cost of the proportional special benefit conferred on that parcel. Only special benefits are assessable, and a property-based district shall separate the general benefits, if any, from the special benefits conferred

on a parcel. Parcels within a property-based district that are owned or used by any city, public agency, the State of California, or the United States shall not be exempt from assessment unless the governmental entity can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive no special benefit. The value of any incidental, secondary, or collateral effects that arise from the improvements, maintenance, or activities of a property-based district and that benefit property or persons not assessed shall not be deducted from the entirety of the cost of any special benefit or affect the proportionate special benefit derived by each identified parcel.

(l) In a property-based district, the total amount of all special benefits to be conferred upon the properties located within the property-based district.

(m) In a property-based district, the total amount of general benefits, if any.

(n) In a property-based district, a detailed engineer's report prepared by a registered professional engineer certified by the State of California supporting all assessments contemplated by the management district plan.

(o) Any other item or matter required to be incorporated therein by the city council.

### **36623. Procedure to levy assessment**

(a) If a city council proposes to levy a new or increased property assessment, the notice and protest and hearing procedure shall comply with Section 53753 of the Government Code.

(b) If a city council proposes to levy a new or increased business assessment, the notice and protest and hearing procedure shall comply with Section 54954.6 of the Government Code, except that notice shall be mailed to the owners of the businesses proposed to be assessed. A protest may be made orally or in writing by any interested person. Every written protest shall be filed with the clerk at or before the time fixed for the public hearing. The city council may waive any irregularity in the form or content of any written protest. A written protest may be withdrawn in writing at 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 sufficient 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 this section shall not be counted in determining a majority protest. If written protests are received from the owners or authorized representatives of businesses in the proposed district that will pay 50 percent or more of the assessments proposed to be levied and protests are not withdrawn so as to reduce the protests to less than 50 percent, no further proceedings to levy the proposed assessment against such businesses, as contained in the resolution of intention, shall be taken for a period of one year from the date of the finding of a majority protest by the city council.

(c) If a city council proposes to conduct a single proceeding to levy both a new or increased property assessment and a new or increased business assessment, the notice and protest and hearing procedure for the property assessment shall comply with subdivision (a), and the notice and protest and hearing procedure for the business assessment shall comply with subdivision (b). If a majority protest is received from either the property or business owners, that respective portion of the assessment shall not be levied. The remaining portion of the assessment may be levied unless the improvement or other special benefit was proposed to be funded by assessing both property and business owners.

### **36624. Changes to proposed assessments**

At the conclusion of the public hearing to establish the district, the city council may adopt, revise, change, reduce, or modify the proposed assessment or the type or types of improvements, maintenance, and activities to be funded with the revenues from the assessments. Proposed assessments may only be revised by reducing any or all of them. At the public hearing, the city council may only make changes in, to, or from the boundaries of the proposed property and business improvement district that will exclude territory that will not benefit from the proposed improvements, maintenance, and activities. Any modifications, revisions, reductions, or changes to the proposed assessment district shall be reflected in the notice and map recorded pursuant to Section 36627.

### **36625. Resolution of formation**

(a) If the city council, following the public hearing, decides to establish a proposed property and business improvement district, the city council shall adopt a resolution of formation that shall include, but is not limited to, all of the following:

(1) A brief description of the proposed improvements, maintenance, and activities, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property, businesses, or both within the district, a statement on whether bonds will be issued, and a description of the exterior boundaries of the proposed district, which may be made by reference to any plan or

map that is on file with the clerk. The descriptions and statements need not be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements, maintenance, and activities and the location and extent of the proposed district.

(2) The number, date of adoption, and title of the resolution of intention.

(3) The time and place where the public hearing was held concerning the establishment of the district.

(4) A determination regarding any protests received. The city shall not establish the district or levy assessments if a majority protest was received.

(5) A statement that the properties, businesses, or properties and businesses in the district established by the resolution shall be subject to any amendments to this part.

(6) A statement that the improvements, maintenance, and activities to be conferred on businesses and properties in the district will be funded by the levy of the assessments. The revenue from the levy of assessments within a district shall not be used to provide improvements, maintenance, or activities outside the district or for any purpose other than the purposes specified in the resolution of intention, as modified by the city council at the hearing concerning establishment of the district. Notwithstanding the foregoing, improvements and activities that must be provided outside the district boundaries to create a special or specific benefit to the assessed parcels or businesses may be provided, but shall be limited to marketing or signage pointing to the district.

(7) A finding that the property or businesses within the area of the property and business improvement district will be benefited by the improvements, maintenance, and activities funded by the proposed assessments, and, for a property-based district, that property within the district will receive a special benefit.

(8) In a property-based district, the total amount of all special benefits to be conferred on the properties within the property-based district.

(b) The adoption of the resolution of formation and, if required, recordation of the notice and map pursuant to Section 36627 shall constitute the levy of an assessment in each of the fiscal years referred to in the management district plan.

#### **36626. Resolution establishing district**

If the city council, following the public hearing, desires to establish the proposed property and business improvement district, and the city council has not made changes pursuant to Section 36624, or has made changes that do not substantially change the proposed assessment, the city council shall adopt a resolution establishing the district. The resolution shall contain all of the information specified in Section 36625.

#### **36627. Notice and assessment diagram**

Following adoption of the resolution establishing district assessments on properties pursuant to Section 36625 or Section 36626, the clerk shall record a notice and an assessment diagram pursuant to Section 3114. No other provision of Division 4.5 (commencing with Section 3100) applies to an assessment district created pursuant to this part.

#### **36628. Establishment of separate benefit zones within district; Categories of businesses**

The city council may establish one or more separate benefit zones within the district based upon the degree of benefit derived from the improvements or activities to be provided within the benefit zone and may impose a different assessment within each benefit zone. If the assessment is to be levied on businesses, the city council may also define categories of businesses based upon the degree of benefit that each will derive from the improvements or activities to be provided within the district and may impose a different assessment or rate of assessment on each category of business, or on each category of business within each zone.

#### **36628.5. Assessments on businesses or property owners**

The city council may levy assessments on businesses or on property owners, or a combination of the two, pursuant to this part. The city council shall structure the assessments in whatever manner it determines corresponds with the distribution of benefits from the proposed improvements, maintenance, and activities, provided that any property-based assessment conforms with the requirements set forth in paragraph (2) of subdivision (k) of Section 36622.

#### **36629. Provisions and procedures applicable to benefit zones and business categories**

All provisions of this part applicable to the establishment, modification, or disestablishment of a property and business improvement district apply to the establishment, modification, or disestablishment of benefit zones or categories of



business. The city council shall, to establish, modify, or disestablish a benefit zone or category of business, follow the procedure to establish, modify, or disestablish a property and business improvement district.

**36630. Expiration of district; Creation of new district**

If a property and business improvement district expires due to the time limit set pursuant to subdivision (h) of Section 36622, a new management district plan may be created and the district may be renewed pursuant to this part.

**CHAPTER 3. Assessments [36631 - 36637]**

**36631. Time and manner of collection of assessment; Delinquent payments**

The collection of the assessments levied pursuant to this part shall be made at the time and in the manner set forth by the city council in the resolution levying the assessment. Assessments levied on real property may be collected at the same time and in the same manner as for the ad valorem property tax, and may provide for the same lien priority and penalties for delinquent payment. All delinquent payments for assessments levied pursuant to this part may be charged interest and penalties.

**36632. Assessments to be based on estimated benefit; Classification of real property and businesses; Exclusion of residential and agricultural property**

(a) The assessments levied on real property pursuant to this part shall be levied on the basis of the estimated benefit to the real property within the property and business improvement district. The city council may classify properties for purposes of determining the benefit to property of the improvements and activities provided pursuant to this part.

(b) Assessments levied on businesses pursuant to this part shall be levied on the basis of the estimated benefit to the businesses within the property and business improvement district. The city council may classify businesses for purposes of determining the benefit to the businesses of the improvements and activities provided pursuant to this part.

(c) Properties zoned solely for residential use, or that are zoned for agricultural use, are conclusively presumed not to benefit from the improvements and service funded through these assessments, and shall not be subject to any assessment pursuant to this part.

**36633. Time for contesting validity of assessment**

The validity of an assessment levied under this part shall not be contested in any action or proceeding unless the action or proceeding is commenced within 30 days after the resolution levying the assessment is adopted pursuant to Section 36626. Any appeal from a final judgment in an action or proceeding shall be perfected within 30 days after the entry of judgment.

**36634. Service contracts authorized to establish levels of city services**

The city council may execute baseline service contracts that would establish levels of city services that would continue after a property and business improvement district has been formed.

**36635. Request to modify management district plan**

The owners' association may, at any time, request that the city council modify the management district plan. Any modification of the management district plan shall be made pursuant to this chapter.

**36636. Modification of plan by resolution after public hearing; Adopting of resolution of intention**

(a) Upon the written request of the owners' association, the city council may modify the management district plan after conducting one public hearing on the proposed modifications. The city council may modify the improvements and activities to be funded with the revenue derived from the levy of the assessments by adopting a resolution determining to make the modifications after holding a public hearing on the proposed modifications. If the modification includes the levy of a new or increased assessment, the city council shall comply with Section 36623. Notice of all other public hearings pursuant to this section shall comply with both of the following:

(1) The resolution of intention shall be published in a newspaper of general circulation in the city once at least seven days before the public hearing.

(2) A complete copy of the resolution of intention shall be mailed by first class mail, at least 10 days before the public hearing, to each business owner or property owner affected by the proposed modification.



(b) The city council shall adopt a resolution of intention which states the proposed modification prior to the public hearing required by this section. The public hearing shall be held not more than 90 days after the adoption of the resolution of intention.

**36637. Reflection of modification in notices recorded and maps**

Any subsequent modification of the resolution shall be reflected in subsequent notices and maps recorded pursuant to Division 4.5 (commencing with Section 3100), in a manner consistent with the provisions of Section 36627.

**CHAPTER 3.5. Financing [36640- 36640.]**

**36640. Bonds authorized; Procedure; Restriction on reduction or termination of assessments**

(a) The city council may, by resolution, determine and declare that bonds shall be issued to finance the estimated cost of some or all of the proposed improvements described in the resolution of formation adopted pursuant to Section 36625, if the resolution of formation adopted pursuant to that section provides for the issuance of bonds, under the Improvement Bond Act of 1915 (Division 10 (commencing with Section 8500)) or in conjunction with Marks-Roos Local Bond Pooling Act of 1985 (Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the Government Code). Either act, as the case may be, shall govern the proceedings relating to the issuance of bonds, although proceedings under the Bond Act of 1915 may be modified by the city council as necessary to accommodate assessments levied upon business pursuant to this part.

(b) The resolution adopted pursuant to subdivision (a) shall generally describe the proposed improvements specified in the resolution of formation adopted pursuant to Section 36625, set forth the estimated cost of those improvements, specify the number of annual installments and the fiscal years during which they are to be collected. The amount of debt service to retire the bonds shall not exceed the amount of revenue estimated to be raised from assessments over 30 years.

(c) Notwithstanding any other provision of this part, assessments levied to pay the principal and interest on any bond issued pursuant to this section shall not be reduced or terminated if doing so would interfere with the timely retirement of the debt.

**CHAPTER 4. Governance [36650 - 36651]**

**36650. Report by owners' association; Approval or modification by city council**

(a) The owners' association shall cause to be prepared a report for each fiscal year, except the first year, for which assessments are to be levied and collected to pay the costs of the improvements, maintenance, and activities described in the report. The owners' association's first report shall be due after the first year of operation of the district. The report may propose changes, including, but not limited to, the boundaries of the property and business improvement district or any benefit zones within the district, the basis and method of levying the assessments, and any changes in the classification of property, including any categories of business, if a classification is used.

(b) The report shall be filed with the clerk and shall refer to the property and business improvement district by name, specify the fiscal year to which the report applies, and, with respect to that fiscal year, shall contain all of the following information:

- (1) Any proposed changes in the boundaries of the property and business improvement district or in any benefit zones or classification of property or businesses within the district.
- (2) The improvements, maintenance, and activities to be provided for that fiscal year.
- (3) An estimate of the cost of providing the improvements, maintenance, and activities for that fiscal year.
- (4) The method and basis of levying the assessment in sufficient detail to allow each real property or business owner, as appropriate, to estimate the amount of the assessment to be levied against his or her property or business for that fiscal year.
- (5) The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year.
- (6) The estimated amount of any contributions to be made from sources other than assessments levied pursuant to this part.

(c) The city council may approve the report as filed by the owners' association or may modify any particular contained in the report and approve it as modified. Any modification shall be made pursuant to Sections 36635 and 36636.

The city council shall not approve a change in the basis and method of levying assessments that would impair an authorized or executed contract to be paid from the revenues derived from the levy of assessments, including any commitment to pay principal and interest on any bonds issued on behalf of the district.

**36651. Designation of owners' association to provide improvements, maintenance, and activities**

The management district plan may, but is not required to, state that an owners' association will provide the improvements, maintenance, and activities described in the management district plan. If the management district plan designates an owners' association, the city shall contract with the designated nonprofit corporation to provide services.

**CHAPTER 5. Renewal [36660- 36660.]**

**36660. Renewal of district; Transfer or refund of remaining revenues; District term limit**

(a) Any district previously established whose term has expired, or will expire, may be renewed by following the procedures for establishment as provided in this chapter.

(b) Upon renewal, any remaining revenues derived from the levy of assessments, or any revenues derived from the sale of assets acquired with the revenues, shall be transferred to the renewed district. If the renewed district includes additional parcels or businesses not included in the prior district, the remaining revenues shall be spent to benefit only the parcels or businesses in the prior district. If the renewed district does not include parcels or businesses included in the prior district, the remaining revenues attributable to these parcels shall be refunded to the owners of these parcels or businesses.

(c) Upon renewal, a district shall have a term not to exceed 10 years, or, if the district is authorized to issue bonds, until the maximum maturity of those bonds. There is no requirement that the boundaries, assessments, improvements, or activities of a renewed district be the same as the original or prior district.

**CHAPTER 6. Disestablishment [36670 - 36671]**

**36670. Circumstances permitting disestablishment of district; Procedure**

(a) Any district established or extended pursuant to the provisions of this part, where there is no indebtedness, outstanding and unpaid, incurred to accomplish any of the purposes of the district, may be disestablished by resolution by the city council in either of the following circumstances:

(1) If the city council finds there has been misappropriation of funds, malfeasance, or a violation of law in connection with the management of the district, it shall notice a hearing on disestablishment.

(2) During the operation of the district, there shall be a 30-day period each year in which assesses may request disestablishment of the district. The first such period shall begin one year after the date of establishment of the district and shall continue for 30 days. The next such 30-day period shall begin two years after the date of the establishment of the district. Each successive year of operation of the district shall have such a 30-day period. Upon the written petition of the owners or authorized representatives of real property or the owners or authorized representatives of businesses in the district who pay 50 percent or more of the assessments levied, the city council shall pass a resolution of intention to disestablish the district. The city council shall notice a hearing on disestablishment.

(b) The city council shall adopt a resolution of intention to disestablish the district prior to the public hearing required by this section. The resolution shall state the reason for the disestablishment, shall state the time and place of the public hearing, and shall contain a proposal to dispose of any assets acquired with the revenues of the assessments levied within the property and business improvement district. The notice of the hearing on disestablishment required by this section shall be given by mail to the property owner of each parcel or to the owner of each business subject to assessment in the district, as appropriate. The city shall conduct the public hearing not less than 30 days after mailing the notice to the property or business owners. The public hearing shall be held not more than 60 days after the adoption of the resolution of intention.

**36671. Refund of remaining revenues upon disestablishment or expiration without renewal of district; Calculation of refund; Use of outstanding revenue collected after disestablishment of district**

(a) Upon the disestablishment or expiration without renewal of a district, any remaining revenues, after all outstanding debts are paid, derived from the levy of assessments, or derived from the sale of assets acquired with the revenues, or from bond reserve or construction funds, shall be refunded to the owners of the property or businesses then located and operating within the district in which assessments were levied by applying the same method and basis that was used to calculate the assessments levied in the fiscal year in which the district is disestablished or expires. All outstanding assessment revenue collected after disestablishment shall be spent on improvements and activities specified in the management district plan.

**(b) If the disestablishment occurs before an assessment is levied for the fiscal year, the method and basis that was used to calculate the assessments levied in the immediate prior fiscal year shall be used to calculate the amount of any refund.**

## APPENDIX 2 – ASSESSED BUSINESSES

| <b>Business Name</b>                 | <b>Street Address</b>     | <b>City*</b>  | <b>State &amp; Zip</b> |
|--------------------------------------|---------------------------|---------------|------------------------|
| Best Western Plus/Thousand Oaks Inn  | 75 W. Thousand Oaks Blvd. | Thousand Oaks | CA 91360               |
| Courtyard by Marriott                | 1710 Newbury Rd.          | Newbury Park  | CA 91320               |
| Hampton Inn & Suites – Thousand Oaks | 510 N. Ventu Park Rd.     | Newbury Park  | CA 91320               |
| La Quinta Inn & Suites               | 1320 Newbury Rd.          | Thousand Oaks | CA 91320               |
| Motel 6                              | 1516 Newbury Rd.          | Newbury Park  | CA 91320               |
| Palm Garden Hotel                    | 495 N. Ventu Park Rd.     | Newbury Park  | CA 91320               |
| TownePlace Suites by Marriott        | 1712 Newbury Rd.          | Newbury Park  | CA 91320               |
| America’s Best Value                 | 2850 Camino Dos Rios      | Newbury Park  | CA 91320               |
| Premier Inn                          | 2434 W. Hillcrest Dr.     | Thousand Oaks | CA 91320               |
| Quality Inn                          | 12 Conejo Blvd.           | Thousand Oaks | CA 91320               |
| Sheraton Agoura Hills                | 30100 Agoura Rd.          | Agoura Hills  | CA 91301               |
| Homewood Suites- Agoura              | 28901 Canwood St.         | Agoura Hills  | CA 91301               |
| Hampton Inn Agoura Hills             | 30255 Agoura Rd.          | Agoura Hills  | CA 91301               |
| Hyatt Regency Westlake               | 880 S. Westlake Blvd.     | Thousand Oaks | CA 91361               |

\*The City listed for each assessed business indicates the city in which the assessed business is located. This table does not list the mailing address for assessed businesses.



# GREATER CONEJO VALLEY CHAMBER OF COMMERCE

April 26, 2017

Honorable Mayor and Councilmembers  
City of Agoura Hills  
30001 Ladyface Court  
Agoura Hills, CA 91301

Re: Conejo Valley Tourism Improvement District

Honorable Mayor and Councilmembers:

As the Conejo Valley Tourism Improvement District Owners' Association, the Greater Conejo Valley Chamber of Commerce hereby requests modification of the Conejo Valley Tourism Improvement Management District Plan enacted in 2013 and modified in 2015.

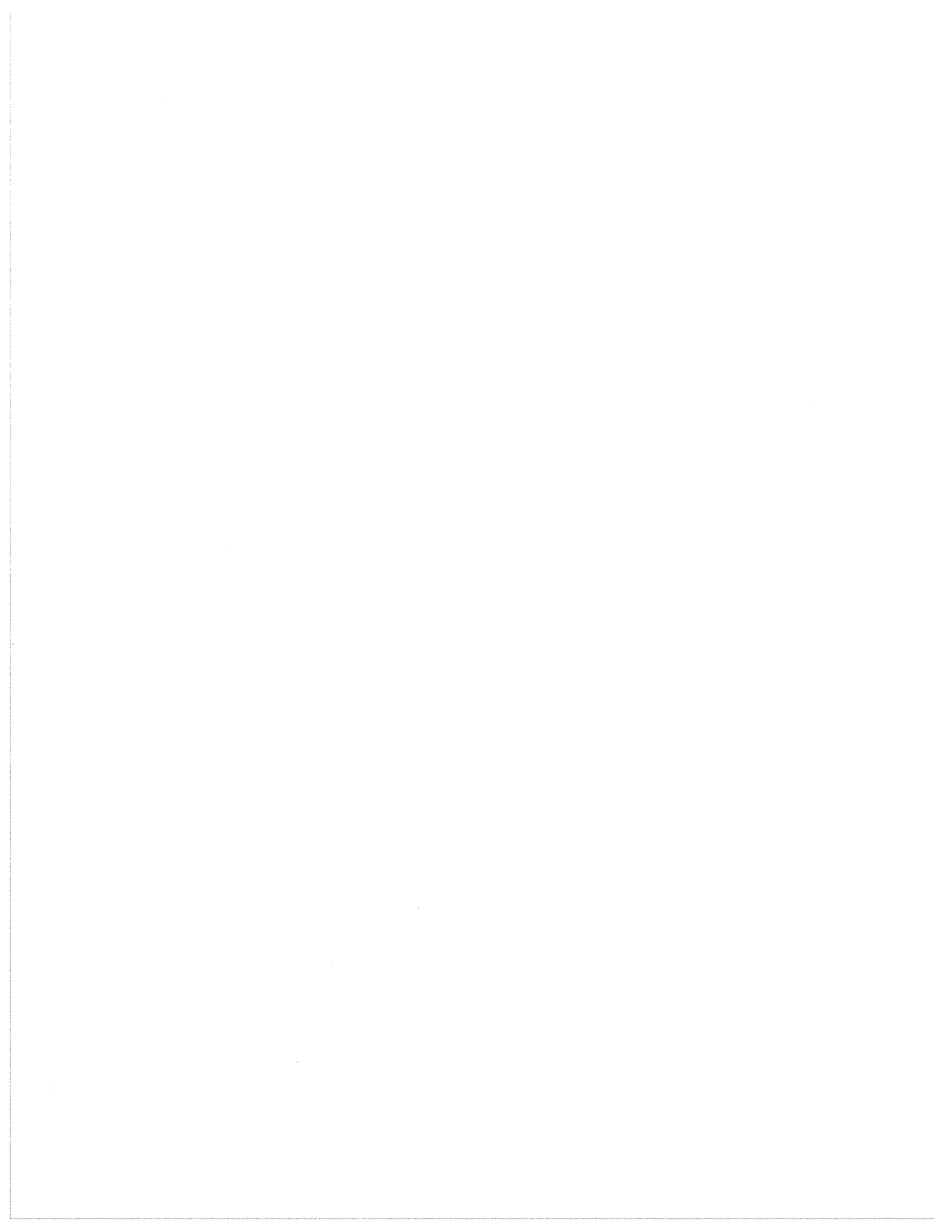
Specifically, we request that the district's term be modified. The current district's term ends July 31, 2018. We request modifying the district's term to end on August 31, 2017.

We ask that you consider this item at your May 24, 2017 meeting. If you have any questions or comments please contact me at (805) 370-0035.

Thank you,




Jill Lederer  
President/CEO




## REPORT TO CITY COUNCIL

**DATE:** JUNE 28, 2017

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

**FROM:** GREG RAMIREZ, CITY MANAGER 

**BY:** AMIR HAMIDZADEH, BUILDING OFFICIAL 

**SUBJECT:** INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, ADOPTING BY REFERENCE TITLE 32, THE 2017 EDITION OF THE LOS ANGELES COUNTY FIRE CODE AND SELECTED SECTIONS OF CHAPTER 1 OF ARTICLE III, OF THE AGOURA HILLS MUNICIPAL CODE

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Every three years, model construction codes are republished to incorporate all code changes. The California Health and Safety Code authorizes each local jurisdiction to amend provisions of the California Building Standards Code and amend necessary provisions based on local climatic, geological, or topographical conditions. The City of Agoura Hills made the local amendments to the Building, Residential, Mechanical, Plumbing, Electrical, Energy and Green Building Code in December of 2016. These amended codes have been the City of Agoura Hills Construction Codes and enforced since January 1, 2017.

As part of the Los Angeles Fire District, the City of Agoura Hills is obligated to adopt the Los Angeles County Fire Code so that the District can uniformly enforce the same Fire Code throughout the District it serves. The Los Angeles Board of Supervisors adopted the 2017 Los Angeles County Fire Code earlier this year.

This ordinance will repeal and replace Chapters 1 through 3 of Article VIII and selected sections of Chapter 1 of Article III of the Agoura Hills Municipal Code.

This code adoption includes administrative and technical amendments to the 2016 California Fire Code to address special situations or conditions unique to the District and the City. Examples of the amendments include fire-resistive roof coverings, exterior construction, and fire sprinkler system requirements, tempering of windows due to the location of our community within the Very High Fire Hazard Severity Zone (VHFHSV) designation, along other technical amendments to better insure the safety of those who live and work in our community.

The proposed ordinance contains the findings required to justify the proposed code modifications. Without this action, the Building & Safety Department and the Fire Department will have no authority to enforce the local amendments and can only

enforce what was approved by the California Building Standard Commission (CBSC).

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

## **RECOMMENDATION**

Staff respectfully recommends the City Council introduce, read by title only, waive further reading of Ordinance No. 17-427, and set the Public Hearing on the adoption of the ordinance for Wednesday, August 9, 2017.

Attachment: Ordinance No. 17-427



**ORDINANCE NO. 17-427**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, ADOPTING BY REFERENCE THE 2017 EDITION OF THE LOS ANGELES FIRE CODE, AND REPEALING AND REPLACING CHAPTER 1 OF ARTICLE III OF THE AGOURA HILLS MUNICIPAL CODE**

**WHEREAS**, California Government Code Section 50022.1 *et seq.* authorizes the City of Agoura Hills ("City") to adopt by reference the California Building Standards Code, 2016 Edition (Title 24 of the California Code of Regulations) adopting certain uniform codes, including the 2016 California Fire Code; and

**WHEREAS**, California Health & Safety Code, Sections 17958.5 and 18941.5 authorize cities and counties to modify the California Building Standards Code by adopting more restrictive building standards and modifications if such standards and modifications are accompanied by express findings that they are reasonably necessary because of local climatic, geologic or topographic conditions; and

**WHEREAS**, the Los Angeles County Board of Supervisors recently adopted new amendments to the 2016 California Fire Code; and

**WHEREAS**, except as noted below, the City desires to adopt the 2017 Los Angeles County Fire Code (Title 32, Los Angeles County Code), amending the 2016 California Fire Code, as adopted by the Los Angeles Board of Supervisors, with more restrictive amendments that are reasonably necessary because of local climatic, geologic and/or topographic conditions; and

**WHEREAS**, no additional findings of reasonable necessity on the basis of local climatic, geologic or topographic conditions are necessary for the City's amendments to the 2017 Los Angeles County Fire Code because the proposed amendments to the 2017 Los Angeles County Fire Code are for administrative clarification, and do not modify a building standard pursuant to California Health & Safety Code Sections 17958.5 and 18941.5; and

**WHEREAS**, the City held a public hearing on June 28, 2017 at which time all interested persons had the opportunity to appear and be heard on the matter of adopting the 2017 Los Angeles County Fire Code as amended herein; and

**WHEREAS**, the City published notice of the aforementioned public hearing pursuant to California Government Code section 6066; and

**WHEREAS**, any and all other legal prerequisites relating to the adoption of this Ordinance have occurred;

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

**SECTION 1.** Section 3100 of Chapter 1 of Article III (Public Safety) of the Agoura Hills Municipal Code is hereby repealed provided that such repeal shall not affect or excuse any violation of said Section occurring prior to the effective date of this Ordinance. A new Section 3100 is hereby added to Chapter 1 of Article III (Public Safety) of the Agoura Hills Municipal Code to read as follows:

**“3100. Adoption of Fire Code.**

One document, one of which is on file in City offices, identified by the Seal of the City of Agoura Hills, marked and designated as the 2017 edition of the Los Angeles Fire Code, amending the 2016 California Fire Code, including chapters and sections not adopted by agencies of the State of California, and including appendices thereto, is hereby adopted by reference as the Fire Prevention Regulations of the City of Agoura Hills. The provisions of such are hereby referred to, adopted, and made a part hereof as if fully set out in this Chapter, except as modified hereinafter.”

**SECTION 2.** Section 3101 of Chapter 1 of Article III (Public Safety) of the Agoura Hills Municipal Code is hereby repealed provided that such repeal shall not affect or excuse any violation of said Section occurring prior to the effective date of this Ordinance. A new Section 3101 is hereby added to Chapter 1 of Article III (Public Safety) of the Agoura Hills Municipal Code to read as follows:

**“3101. Modifications to the Los Angeles County Fire Code.**

a) Amend Chapter 1 Division II, Section 101.1 to read as follows:

**101.1 Title.** These regulations shall be known as the Fire Code of the City of Agoura Hills, hereinafter referred to as “this code”.

b) Amend Chapter 1 Division II, Section 103.1 to read as follows:

**103.1 General.** The office of fire prevention is established within the jurisdiction under the direction of the fire code official for the implementation, administration and enforcement of the provisions of this code

**Exception:** For the enforcement of the sprinkler systems for one- or two-family dwellings and the townhouses, the Building Official or the Fire Official, at the discretion of the City Manager, shall be the responsible authority having jurisdiction.

c) Delete Appendix Chapter “A.”

**SECTION 3.** The City Council finds that each one of the changes or modifications to the California Fire Code adopted in this Ordinance are reasonably necessary due to the local climatic, geological, or topographical conditions in the area encompassed by the boundaries of the City of Agoura Hills; and the City Council further finds that each of the specific findings set forth in Exhibit A to this Ordinance, which is incorporated herein by this reference, individually and collectively support the local necessity for such changes or modifications. Accordingly, the City Council finds the modifications to the State Building Standards Code incorporated in this Ordinance to be reasonably necessary for the protection of the public's health, safety, and welfare.

**SECTION 4.** The adoption of this Ordinance or any amendment to any existing ordinance of this City shall not in any manner affect the prosecution for violations of ordinances committed prior to the effective date of this Ordinance.

**SECTION 5.** If any provision of this Ordinance is for any reason held to be invalid by a court of competent jurisdiction, the City Council hereby declares that it would have passed each and every remaining provision irrespective of such holding in order to accomplish the intent of this ordinance.

**SECTION 6.** The Building Official is hereby authorized and directed to transmit a copy of this ordinance to the California Building Standards Commission as required by California Health and Safety Code Section 17958.7.

**SECTION 7.** The City Clerk shall certify to the passage of this ordinance and shall cause a summary of same to be published at least once in the local newspaper of general circulation, circulated within the City of Agoura Hills. A copy of the full text of this ordinance shall be on file in the Office of the City Clerk on and after the date following introduction and passage and shall be available to any member of the public.

This ordinance shall go into effect on the 31<sup>st</sup> day after its adoption.

**PASSED, APPROVED, AND ADOPTED**, this 28th day of June, 2017.

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

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Denis Weber, Mayor

ATTEST:

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Kimberly M. Rodrigues, MMC, City Clerk

APPROVED AS TO FORM:

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Candice K. Lee, City Attorney

## EXHIBIT A

### FINDINGS

#### FINDING 1

**Geological:** The City of Agoura Hills is in an area of high seismic risk. Multiple active faults, such as the San Andreas Fault are near the City, each capable of generating large, damaging earthquakes. Earthquakes from these faults could produce primary effects such as strong ground shaking or ground rupture, and secondary effects such as liquefaction and landslides. These primary and secondary effects pose a significant hazard to the City's building stock and infrastructure, and to public health and safety. This could result in the collapse of vulnerable buildings and bridges, ground rupture affecting roads and highways, and liquefaction damaging buildings and pipelines (water, gas, and sewage). Fire from broken gas lines and the lack of water from broken water lines could result in major damage. Landslides caused by strong shaking, possibly in combination with wet weather conditions, could block highways and railroads, thereby isolating parts of the City and affecting emergency response. Earthquake-induced landslides could also produce rocks to fall and possibly strike and damage buildings and vehicles. Furthermore, the soils in the areas of the City are expansive and unstable. The protection of human life and the preservation of property support the imposition of fire protection, grading, and structural requirements greater than those set forth in codes adopted by California Building Standard Commission.

#### FINDING 2

**Topographical:** City of Agoura Hills is located within very high fire hazard severity zone with many hillsides. Due to varied topography, access to structures increases response time and delays fire suppression efforts. An extended response time will allow fires to grow beyond the control of initial attack fire suppression resources. Large structure fires in the hillside areas will have a greater likelihood of starting a wild fire, which may expose additional structures to fire. Furthermore, the topography of the City is characterized by steep slopes and unstable soils. The above described local topographical factors and problems support the imposition of requirements greater than those set forth in codes adopted by California Building Standard Commission.

#### FINDING 3

**Climatic:** The seasonal hot and dry weather in combination with Santa Ana winds frequently create a high potential for wild-land fires in areas of the City of Agoura Hills which is located in very high fire hazard severity zone. These conditions create an environment where the entirety of local fire department personnel, as well as resources from outside the community, are required to control, monitor, fight and protect against such fire situations in an effort to protect life and preserve property. The same climatic conditions may result in the concurrent occurrence of one or more fires in areas of the City without adequate fire department personnel to protect against and control such a

situation. These unique problems caused by the climactic conditions in the City can be relieved and controlled to an extent by advanced construction techniques and requirements in the City. To better protect the community, more restrictive requirements are imposed than those set forth in codes adopted by California Building Standard Commission.

FIRE CODE AMENDMENTS

| Section                                     | Local Condition                         | Explanation and Findings  |
|---|---|---|
| 101.1 Title                                 | N/A                                     | No additional finding of reasonable necessity is needed as the proposed amendment is administrative and does not modify a building standard pursuant to California Health and Safety Code Sections 17958.5 and 18941.5.   |
| 103.1 General                               | N/A                                     | No additional finding of reasonable necessity is needed as the proposed amendment is administrative and does not modify a building standard pursuant to California Health and Safety Code Sections 17958.5 and 18941.5.   |
| 304.1.2 – Vegetation                        | Climatic and Topographical              | Local amendment requiring brush clearance to maintain defensible space for fire operations that is necessary due to Los Angeles County's unique climate and topography to reduce risk of fire and to minimize the spreading of fire to structures.  |
| 316.6.1 – Structures                        | Climatic, Geological, and Topographical | Imposes additional requirements for the grounding of construction under high-voltage transmission lines to protect property, the public, and firefighters responding to emergencies. Necessary due to Los Angeles County's unique climate and topography to reduce risk of fire, to reduce the possibility of fires being caused by downed high-voltage transmission lines, to minimize the spreading of fires that may begin under transmission lines, and to protect firefighters responding to emergencies under transmission lines. Further necessary because risk of fire is increased due to the prevalence of earthquakes in Los Angeles County. |
| 326.7 – Fire Protection Facilities Required | Climatic, Geological, and Topographical | Local amendment to require fire safety measures including but not limited to water supply, firebreaks, posting of fire watchers, access roads, restriction of activities during high fire   |

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|                             |   | hazard and other conditions to maintain reasonable fire safety. Necessary due to Los Angeles County's unique climate and topography to reduce risk of fire, to reduce the possibility of wildland fires spreading to structures, and to minimize impacts of fire. Further necessary because risk of fire is increased due to the prevalence of earthquakes in Los Angeles County.  |
| 326.12.2 – Chimneys         | Climatic and Topographical              | Local amendment to reduce the threat of fires by requiring spark arrestors on chimneys that is necessary due to Los Angeles County's unique climate and topography to reduce risk of fire and to minimize impacts of fire. Such spark arrestors reduce the likelihood of embers exiting a chimney and igniting a fire.   |
| 326.14 – Roadway Clearance  | Climatic and Topographical              | Local amendment requiring clearance of roadways to provide adequate access for firefighting apparatus, to create defensible space for fire operations, and to reduce the possibility of wildland fires spreading to structures. Necessary due to Los Angeles County's unique climate and topography.   |
| 503.1.2 – Additional Access | Climatic, Geological, and Topographical | Provides for additional access requirements necessary because of terrain, climate, or other factors that limit access. Necessary to ensure adequate response times due to the unique climatic and topographical conditions that increase the risk of fires in fire hazard severity zones. Further necessary because risk of fire is increased due to the prevalence of earthquakes in Los Angeles County.  |
| 503.2.1 – Dimensions        | Climatic, Geological, and Topographical | Requires unobstructed clearance to sky on fire apparatus access roads with exception for protected tree species. Necessary to prevent obstruction of access roads by tree limbs or other obstructions and thus allow for quick response times to fires and other emergencies. Necessary to ensure adequate response times due to the unique climatic and topographical conditions that increase the risk of fires in fire hazard severity zones. Further necessary because risk of fire is increased due to the prevalence of earthquakes in Los Angeles |

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| 503.2.5 – Dead-Ends  | Climatic, Geological, and Topographical | Provides for more stringent width, turning radius, and grade specifications for access roads to ensure access for fire apparatus. Necessary due to unique climatic and topographical conditions that increase the risk of fires. Further necessary because risk of fire is increased due to the prevalence of earthquakes in Los Angeles County.   |
| 503.4 – Obstruction of Fire Apparatus Access Roads   | Climatic, Geological, and Topographical | Adds speed bumps and speed humps to list of prohibited obstructions to fire apparatus access roads. Speed bumps and speed humps reduce response times to fires and other emergencies because fire apparatus have to slow down to pass over them or drive around them. Necessary to ensure adequate response times due to the unique climatic and topographical conditions that increase the risk of fires in fire hazard severity zones. Further necessary because risk of fire is increased due to the prevalence of earthquakes in Los Angeles County. |
| 503.4.1 – Traffic-Calming Devices  | Climatic, Geological, and Topographical | Requires fire code official approval to install traffic calming devices such as speed bumps and speed humps. Such devices can reduce response times to fires and other emergencies. Necessary to ensure adequate response times due to the unique climatic and topographical conditions that increase the risk of fires in fire hazard severity zones. This section is necessary because the risk of fire is increased due to the prevalence of earthquakes in Los Angeles County.   |
| 503.7 – Fire Apparatus Access Roads in Recreational Vehicle, Mobile Home, Manufactured Housing, Sales Lots, and Storage Lots | Climatic, Geological, and Topographical | Requires fire apparatus access roads in recreational vehicle, mobile home, manufactured housing, sales lots, and storage lots. Necessary to ensure adequate water supply and access to such locations due to the unique climatic and topographical conditions that increase the risk of fires in fire hazard severity zones. Further necessary because the risk of fire is increased due to the prevalence of earthquakes in Los Angeles County.   |
| 503.7.1 – Fire   | Climatic,                               | Requires additional fire apparatus access roads  |



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| <p>Apparatus Access Roads in Mobile Home Parks and Special Occupancy Parks</p> | <p>Geological, and Topographical</p>           | <p>in mobile home parks and special occupancy parks. Necessary to ensure adequate water supply and access to such locations due to the unique climatic and topographical conditions that increase the risk of fires in fire hazard severity zones. Further necessary because risk of fire is increased due to the prevalence of earthquakes in Los Angeles County.</p>   |
| <p>504.5 – Roof Top Barriers and Parapets</p>                                  | <p>Climatic, Geological, and Topographical</p> | <p>Provides various design and location requirements for solar photovoltaic systems installed on roofs of buildings for residential and commercial structures. Access and spacing requirements ensure firefighter access to the roof, provide access pathways to specific areas of the roof, provide for venting cut-out areas, and to provide emergency egress from the roof. Necessary because of increased danger of fire in Los Angeles County due to climatic and topographical conditions.</p> |
| <p>507.5.1.2 – Pool Draft System in Fire Hazard Severity Zones</p>             | <p>Climatic, Geological, and Topographical</p> | <p>Requires a draft hydrant for swimming pools and spas located in the fire hazard severity zone to provide a source of water to fight fires. Necessary because of unique climatic and topographical conditions that increase the risk of fires in fire hazard severity zones. Further necessary because risk of fire is increased due to the prevalence of earthquakes in Los Angeles County.</p>   |
| <p>507.5.10 – Draft System Identification Sign</p>                             | <p>Climatic, Geological, and Topographical</p> | <p>Provides posting of sign to notify Fire Department of draft hydrant for swimming pools and spas in fire hazard severity zone. Necessary because of unique climatic and topographical conditions that increase the risk of fires in fire hazard severity zones. Further necessary because risk of fire is increased due to the prevalence of earthquakes in Los Angeles County.</p>  |
| <p>901.6.3.1 – Above-Ground Water Control Valve Signs</p>                      | <p>Climatic, Geological, and Topographical</p> | <p>Provides signage requirements for water control valves to facilitate firefighter identification and use of said valves in an emergency. Necessary because of unique climatic and topographical conditions that increase the risk of fires in fire hazard severity zones. Further necessary because risk of fire is increased due to the</p>   |

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|  |   | prevalence of earthquakes in Los Angeles County.   |
| 901.6.3.4 – Clear Space Around Above- Ground Water Control Valve   | Climatic, Geological, and Topographical | Provides clearance requirements for water control valves to facilitate firefighter identification and use of said valves in an emergency. Necessary because of unique climatic and topographical conditions that increase the risk of fires in fire hazard severity zones. Further necessary because risk of fire is increased due to the prevalence of earthquakes in Los Angeles County.   |
| 903.2.11.7 – Occupancies in Fire Hazard Severity Zones and in the Malibu-Santa Monica Mountains or San Gabriel Southface Areas | Climatic, Geological, and Topographical | Provides an additional level of protection to occupancies in case of a fire by requiring installation of automatic fire sprinklers. Necessary because of unique climatic and topographical conditions that increase the risk of catastrophic fires in fire hazard severity zones and due to the topography that reduces response times to fires. Further necessary because risk of fire is increased due to the prevalence of earthquakes in Los Angeles County. |
| 903.4.2 – Alarms   | Climatic and Geological                 | Requires installation of exterior fire alarm visual device. Visual alarms are necessary to warn both disabled and non-disabled persons. Necessary because of increased likelihood of fires due to climatic conditions. Further necessary because risk of fire is increased due to the prevalence of earthquakes in the Los Angeles County.   |
| 905.2.1 – Class I Standpipes;<br>905.2.1.1,<br>905.2.1.2 905.2.1.3   | Climatic                                | Construction and installation requirements for Class I standpipes to ensure adequate fire protection systems and water supply due to fires in Los Angeles County's hot and windy climate.  |
| 905.4 – Location of Class I Standpipe Hose Connections   | Climatic                                | Installation/Regulation of Fire Protection System to ensure proper location of hose connection to control fires in Los Angeles County's hot and windy climate.   |
| 905.5.3 – Class II System 1 ½-Inch Hose  | Climatic                                | Installation and regulation of interior wet standpipes to ensure adequate fire protection system due to fires in Los Angeles County's hot and windy climate.   |
| 905.6.1 – Protection   | Climatic                                | Local amendment regarding installation and regulation of Fire Protection System to ensure proper location of hose connection to control  |

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|  |                         | fires. Necessary because of increased danger of fire in Los Angeles County due to hot and windy conditions.  |
| 905.6.1.1 – Size   | Climatic                | Size requirements for Class III standpipes to ensure adequate fire protection system. Necessary because of increased danger of fire in Los Angeles County due to hot and windy conditions.   |
| 905.9 – Riser Shutoff Valve Supervision and Drain  | Climatic                | Additional requirements to fire protection system for testing, maintenance, and operation. Necessary because of increased danger of fire in Los Angeles County due to hot and windy conditions.  |
| 910.2 – Where • Required   | Climatic and geological | Requires smoke and heat removal for buildings. Necessary to increase ability of firefighters to respond to, and fight, fires in buildings. Necessary because of increased danger of fire in Los Angeles County due to hot and windy conditions and the prevalence of earthquakes in Los Angeles County.                |
| 910.2.1.1 – Group S-2  | Climatic and geological | Requires smoke and heat removal for basement level parking garages. Necessary to increase ability of firefighters to respond to fires in parking garages. Necessary because of increased danger of fire in Los Angeles County due to hot and windy conditions and the prevalence of earthquakes in Los Angeles County. |
| 910.3 – Design and installation<br>910.3.2<br>910.3.2.1<br>910.3.2.2<br>910.3.2.2.1<br>910.3.2.2.2<br>910.3.2.2.3<br>910.3.2.3<br>910.3.3<br>910.3.4<br>910.3.5<br>910.3.5.1<br>910.3.5.2<br>Table 910.3 | Geological              | Requirements for smoke and heat vents and mechanical smoke removal systems in buildings. Necessary because of increased danger of fire in Los Angeles County due to seismic concerns with potential water supply issues.   |
| 910.4.3  | Geological              | Requirements for smoke and heat vents and  |

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| 910.4.4                                    |   | mechanical smoke removal systems in buildings. Necessary because of increased danger of fire in Los Angeles County due to seismic concerns with potential water supply issues.   |
| 912.2.1 – Visible Location                 | Climatic, Topographical, Geological     | Requires Fire Department connections to be located within 150 feet of a public fire hydrant and at a safe distance from the building. Necessary because of increased danger of fire in Los Angeles County due to hot and windy conditions. Further necessary because the risk of fire is increased due to the prevalence of earthquakes in Los Angeles County.   |
| 912.8 – Identification                     | Climatic, Topographical                 | Requires red paint on Fire Department connections subject to rust or corrosion to identify them to firefighters and protect from the elements. Necessary because of increased danger of fire in Los Angeles County due to hot and windy conditions.  |
| 912.9 – Breakable Caps or Plugs            | Climatic, Topographical                 | Requires breakable caps or plugs for fire hose couplings to protect them from the elements and to ensure easy access to the Fire Department connection during fires. Necessary because of increased danger of fire in Los Angeles County due to hot and windy conditions.  |
| 914.9.1 – Spray Booths                     | Climatic                                | Requires spray booths to have automatic fire sprinkler system protection under specified conditions. Necessary because of increased danger of fire in Los Angeles County due to hot and windy conditions. Further necessary because the risk of fire is increased due to the prevalence of earthquakes in Los Angeles County.  |
| 1009.9.1 – Signage for High Rise Buildings | Climatic, Geological, and Topographical | Requirements for signage warning against elevator use in an emergency. Necessary to ensure proper notice and evacuation in case of fire or other emergency. Necessary because of increased danger of fire in Los Angeles County due to hot and windy conditions. Further necessary because risk of fire and need for evacuation is increased due to the prevalence of earthquakes in Los Angeles County. |

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| 2007.9 –<br>Emergency<br>Helicopter Landing<br>Facility for High-<br>Rise Buildings | Climatic and<br>Topographical | Provides for additional public safety evacuation/landing area on high-rise buildings. Necessary due to large number of high-rise buildings in Los Angeles County and difficulty in evacuating high-rise buildings in case of fire or other emergency.  |
| 2007.10 –<br>Helistops in Fire<br>Hazard Severity<br>Zones; 2007.10.1 -<br>Surface  | Climatic and<br>Topographical | Provides for requirements for helistops in fire hazard severity zones to enable helicopters and associated water tenders and support equipment to safely operate to conduct operations to combat fires in those areas. Necessary because of increased danger of fire in Los Angeles County due to hot and windy conditions and topography that hinders the ability for fire apparatus to gain access to remote portions of the County. |
| 2007.10.2 –<br>Hydrant  | Climatic;<br>Topographical    | Requires a hydrant next to helistops in fire hazard severity zones to enable helicopters to fill their tanks to facilitate water drops on wildland fires in those areas. Necessary because of increased danger of fire in Los Angeles County due to hot and windy conditions and topography that hinders the ability for fire apparatus to gain access to remote portions of the County.   |
| 2007.10.3 –<br>Access   | Climatic;<br>Topographical    | Adopts requirements for fire apparatus access to helistops in fire hazard severity zones to enable support equipment and apparatus associated with helicopter operations to combat fires in those areas. Necessary because of increased danger of fire in the County due to hot and windy conditions and topography that hinders the ability for fire apparatus to gain access to remote portions of the County.                       |
| 2404.4 – Fire<br>Protection   | Climatic                      | Provides for spray booths to be equipped with automatic fire sprinklers. Necessary because of increased danger of fire in Los Angeles County due to hot and windy conditions.  |
| 2503, 2504, 2505,<br>2506, 2507 – Fruit<br>and Crop Ripening                        | Climatic and<br>Geological    | Provides requirements for fruit and crop ripening operations to prevent ignition of ethylene gas and reduce risk of fire and explosion. Necessary because of increased danger of fire in Los Angeles County due to hot and windy conditions and to reduce risk of fires  |

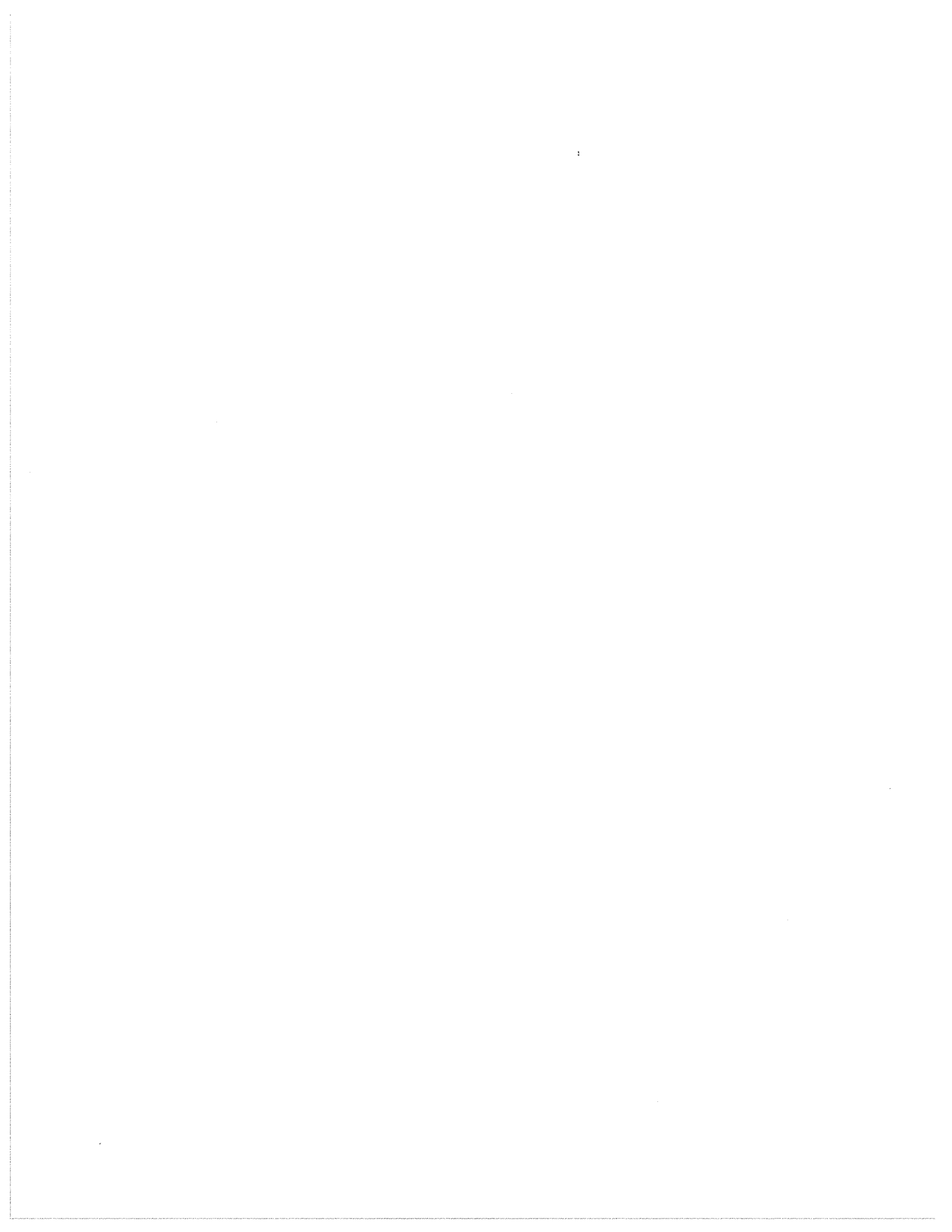
|  |                            |   |
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|  |                            | and explosion from earthquakes.   |
| 2810 – Storage of Combustible Idle Pallets | Climatic                   | Provides requirements for the safe storage of combustible pallets to reduce risk of fire. Necessary because of increased danger of fire in Los Angeles County due to hot and windy conditions.  |
| 3104.21 – Combustible Vegetation           | Climatic and Topographic   | Increased clearance requirements for combustible vegetation near tents and membrane structures. Necessary to increase fire and life safety around such structures and to create defensible space. Necessary because of fire risk due to climate and unique topography of Los Angeles County.  |
| Table 3206.2                               | Climatic and Geological    | Provides for increased separation for aisles. Necessary because of unique climatic conditions that increase the risk of fires. Further necessary because risk of fire is increased due to the prevalence of earthquakes in Los Angeles County.  |
| 3505.9 – Backflash Prevention              | Geological                 | Requires protective devices to be installed on fuel gas and oxygen lines to increase safety and reduce risk of explosion and fire. Necessary because risk of leaks or tank failure is increased due to the prevalence of earthquakes in Los Angeles County.   |
| 4907.1 – General                           | Climatic and Topographical | Local amendment providing that defensible space requirements shall also comply with Chapter 3 of this code. Necessary due to Los Angeles County's unique climate and topography to reduce risk of fire and to minimize impacts of fire in Fire Hazard Severity Zone.  |
| 5003.11.3.8 – Floors                       | Climatic and Geological    | Creates requirements for floors in buildings where hazardous materials are used or stored. Necessary to increase fire and life safety and to minimize fire danger from hazardous materials. Necessary because risk of fire and spillage of hazardous materials is increased due to the prevalence of earthquakes in Los Angeles County. |
| 5704.2.8.3 – Secondary Containment         | Geological                 | Requires secondary containment of flammable and combustible liquids that are necessary to increase fire and life safety and to prevent fires  |

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|   |                         | involving flammable and combustible liquids from spreading. Necessary because risk of leaks or tank failure is increased due to the prevalence of earthquakes in Los Angeles County.   |
| 5704.2.8.16.1 – System Requirements                     | Climatic and Geological | Requires foam deluge system. Necessary because of increased danger of fire in Los Angeles County due to climatic conditions and because risk of leaks or tank failure is increased due to the prevalence of earthquakes in Los Angeles County.   |
| 5704.2.9.1.1 – Required Foam Fire Protection Systems    | Geological and Climatic | Requires all above-ground tanks exceeding 1,500 square feet of liquid surface area used for the storage of Class I or Class II flammable liquids to be provided with foam fire protection. Necessary because of increased danger of fire in Los Angeles County due to climatic conditions and because risk of leaks or tank failure is increased due to the prevalence of earthquakes in Los Angeles County. |
| 5704.2.9.6.1.3 – Location of Tanks for Boilover Liquids | Geological and Climatic | Provides for additional spacing between tanks to reduce fire danger and help prevent fire from spreading to adjacent tanks. Necessary because of increased danger of fire in Los Angeles County due to climatic conditions and because risk of leaks or tank failure is increased due to the prevalence of earthquakes in Los Angeles County.  |
| 5704.3.7.6 – Construction                               | Geological and Climatic | Construction and fire access requirements for liquid storage rooms. Necessary because of increased danger of fire in Los Angeles County due to climatic conditions and because risk of explosion or container failure is increased due to the prevalence of earthquakes in Los Angeles County.   |
| 5706.5.1.1 – Location                                   | Geological and Climatic | Provides increased distances for bulk transfer and process transfer operations so that they are farther away from the public and other buildings. Necessary because of increased danger of fire in Los Angeles County due to climatic conditions and because risk of leaks or tank failure is increased due to the prevalence of earthquakes in Los Angeles County.  |

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| 5706.5.1.19 –<br>Liquid Transfer  | Geological and<br>Climatic    | Class I, II, or III liquids shall be transferred from a tank vehicle or tank car only into an approved atmospheric tank or approved portable tank. Necessary because of increased danger of fire in Los Angeles County due to climatic conditions and because risk of leaks or tank failure is increased due to the prevalence of earthquakes in Los Angeles County. |
| 6104.4 – Multiple<br>LP- Gas Container<br>Installations   | Geological and<br>Climatic    | Requirements for LP gas storage tank distances. Necessary because of increased danger of fire in Los Angeles County due to climatic conditions and because risk of leaks or tank failure is increased due to the prevalence of earthquakes in Los Angeles County.  |
| 8104 – Fire<br>Apparatus Access<br>Roads; 8106 –<br>Housekeeping;<br>8108 – Tires                   | Climatic and<br>Topographical | Creates requirements for fire access roads and storage requirements for tire storage in automobile wrecking yards. Necessary to enable fire apparatus and firefighters to gain access to fight fires and respond to emergencies. Necessary because risk of fire due to climate and topography in Los Angeles County.   |
| APPENDIX A –<br>Board of Appeals  | N/A                           | No additional finding of reasonable necessity is needed as the proposed amendment is administrative and does not modify a building standard pursuant to California Health and Safety Code Sections 17958.5 and 18941.5.  |
| APPENDIX B<br>Section<br>8105.1 – One- and<br>Two-Family<br>Dwellings and<br>Group R-3<br>Buildings | Topographical<br>and Climatic | Provides for increased fire-flow in fire hazard zones to allow for more water to be available to fight fires. Necessary because of increased danger of fire in Los Angeles County due to climatic and topographical conditions.  |
| APPENDIX B<br>Section B105.4 –<br>Land Subdivision<br>Projects                                      | Topographical<br>and Climatic | Provides for increased fire-flow for subdivisions of land to allow for more water to be available to fight fires. Necessary because of increased danger of fire in Los Angeles County due to climatic and topographical conditions.  |
| APPENDIX C,<br>Section C102.2 –<br>Location on Street   | Topographical<br>and Climatic | Provides for hydrant spacing on streets to ensure hydrants are accessible to firefighters. Necessary because of increased danger of fire in Los Angeles County due to climatic and   |




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|  |   | topographical conditions.  |
| APPENDIX C,<br>Section C105.2 –<br>One-family<br>Dwelling  | Topographical<br>and Climatic                 | Provides for hydrant spacing to ensure that water is available to fight fires. Necessary because of increased danger of fire in Los Angeles County due to climatic and topographical conditions.   |
| APPENDIX C,<br>Section C105.3 -<br>Buildings Other<br>Than One- and<br>Two- Family<br>Dwellings, and<br>Group R-3<br>Buildings | Topographical<br>and Climatic                 | Provides for hydrant spacing for buildings other than One- and Two-family Dwellings, and Group R-3 Buildings to ensure that there is adequate water supply available to fight fires. Necessary because of increased danger of fire in Los Angeles County due to climatic and topographical conditions.   |
| APPENDIX C,<br>Section C105.4 –<br>Cul-de-sac Hydrant<br>Location  | Topographical<br>and Climatic                 | Provides for hydrant spacing for cul-de-sacs to ensure that there is adequate water supply available to fight fires. Necessary because of increased danger of fire in Los Angeles County due to climatic and topographical conditions.   |
| APPENDIX C,<br>Section<br>C106 - On-Site<br>Hydrants   | Topographical<br>and Climatic                 | Provides requirements for on-site hydrants to ensure that there is adequate water supply available to fight fires. Necessary because of increased danger of fire in Los Angeles County due to climatic and topographical conditions.   |
| APPENDIX N,<br>Section N103 –<br>General<br>Requirements   | Topographical,<br>Geographic, and<br>Climatic | Provides various design and location requirements for temporary haunted houses, ghost walks, and similar amusement uses where the means of egress are not apparent due to decorative materials, confusing sounds, and/or visual effects. Necessary because of increased danger of fire in Los Angeles County due to climatic and topographical conditions and the prevalence of earthquakes in Los Angeles County. |





## REPORT TO CITY COUNCIL

**DATE:** JUNE 28, 2017

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

**FROM:** GREG RAMIREZ, CITY MANAGER 

**BY:** NATHAN HAMBURGER, ASSISTANT CITY MANAGER  
CHRISTY PINUELAS, DIRECTOR OF FINANCE   
CELESTE BIRD, ADMINISTRATIVE ANALYST 

**SUBJECT:** DISCUSSION TO CONSIDER THE ADOPTION OF RESOLUTION NO. 17-1849; ESTABLISHING FISCAL YEAR 2017-18 APPROPRIATIONS LIMITATIONS, AND RESOLUTION NO. 17-1850; ADOPTING THE ANNUAL BUDGET FOR FISCAL YEAR 2017-18, INCLUDING FISCAL YEAR 2017-18 APPROPRIATIONS AND APPROVING THE ANNUAL BUDGET FOR FISCAL YEAR 2017-18 AND AUTHORIZING AMENDMENTS TO THE FISCAL YEAR 2016-17 BUDGET ADOPT RESOLUTION NO. 17-1851; AMENDING THE COMPENSATION PLAN BY SETTING THE SALARY RANGES FOR CITY FULL-TIME AND PART-TIME EMPLOYEES TO INCLUDE CLASSIFICATION AND COMPENSATION SURVEY ADJUSTMENTS, A 1.5% COST OF LIVING ADJUSTMENT RATE INCREASE, INCREASE THE EMPLOYER CONTRIBUTION TO HEALTHCARE PREMIUMS FOR FULL-TIME EMPLOYEES; ADOPT RESOLUTION NO. 17-1852 INCREASING THE EMPLOYER CONTRIBUTION TO HEALTHCARE FOR COUNCILMEMBERS, AND ADOPT RESOLUTION NO. 17-1853, APPROVING AMENDMENT NO. 12 TO THE CITY MANAGER'S EMPLOYMENT AGREEMENT

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Article 13-b of the California State Constitution, known as Proposition 4, the Gann Initiative, was passed by the citizens of California on November 6, 1979. Proposition 4 placed limitations on the amount of annual appropriations "from the proceeds of taxes" for state and local governments. The legislation also provided a method to calculate the annual appropriation limit, using a growth factor comprised of the Consumer Price Index (CPI) for California per capital income and the percentage change in population. The City of Agoura Hills appropriation limit for the General Fund from the "proceeds of taxes" for fiscal year 2017-18 is for \$17,043,192.

The City is implementing a two-year budget plan. This year, staff will recommend the adoption and appropriation of the 2017-18 annual budget. Furthermore, staff recommends the approval of the 2018-19 annual budget. The General Fund operational budget is balanced in each fiscal year. In 2017-18 revenues are projected to be \$15.6

million, and in 2018-19 revenues are projected to increase to \$16.1 million. In 2017-18 proposed expenditures are recommended at \$14.6 million, and operating transfers of \$984,525 (\$15.6 million total). In 2018-19 expenditures increase to \$14.9 million, and operating transfers remain at \$984,525 for a total of \$15.9 million.

Public safety continues to be a high priority, at 29% of the General Fund budget, to fund various safety programs. These include patrol and traffic personnel, a juvenile intervention team, school crossing guards, youth drug awareness education programs, and animal control services. The Fiscal Year 2017-18 Budget includes funding for several capital improvement projects, including the completion of the Agoura Road Widening Project, and the design of the Kanan/Agoura Intersection. Additionally, the Roadside Bridge widening is planned, along with the annual street overlay program, sidewalk repairs, and other traffic improvement projects.

On June 14, 2017, the City Council held a budget workshop, extensively covering all budget matters, and direction by the City Council has been incorporated into the final budget.

For the Fiscal Year 2016-17 Budget, staff was given direction to add a Retirement Rate Stabilization Fund, and to transfer \$145,000 to the fund. In addition to the employee cost-sharing plan, this money will be used to reduce the impact of increasing retirement costs on the General Fund. Additionally, Council gave direction to transfer an additional \$100,000 to the Facilities Fund, and \$350,000 to the Storm-Water Fund. The Facilities Fund money is to be used for set-aside in the event of an emergency, while the Storm Water Fund is to be used for capital costs associated with storm water management mandates. These transfers are all coming from the General Fund, and are noted on the attachment showing the Sources and Uses for the Amended Budget 2016-17.

The City follows the practice of meeting and consulting with City employees on matters such as working conditions, classifications, and compensation, including salaries and benefits. Providing benefits consistent with other employers in the area and the professional field is a means to retain a high level of quality employees. As a result of the 2016-2018 consultation sessions with the City employees, the City agreed to a two-year compensation package. This report implements the second year of that compensation package which includes a 1.5% Cost of Living Adjustment (COLA) rate based on the annual average of the Consumer Price Index (CPI) as listed by the U.S. Department of Labor Statistics, Urban Wage Earners & Clerical Workers for Los Angeles, Riverside, and Orange counties for year ending 2016, which will be effective the pay period of June 23, 2017, and an increase to the employer contribution towards healthcare premiums to provide for the increased costs in 2017.

In 2016, Council approved a total classification and compensation survey to be conducted by Public Sector Personnel Consultants. The resulting salary adjustments will be reflected in both full-time and part-time salaries, effective the pay period of June 23, 2017, for full-time staff and July 1, 2017, for part-time staff.

It is proposed that the Flexible Benefits Plan offered by the City to its employees be amended to include the new healthcare rates as provided by CALPERS; an employer contribution amount up to the 2018 Blue Shield Access+ family rate (effective January 1, 2018, through December 31, 2018), which includes the 2018 minimum contribution required under Public Employees' Medical and Hospital Care Act (PEMHCA), plus the Vision Service Provider (VSP) family rate effective July 1, 2017. The agreement was contingent on the ability to achieve a balanced budget. Staff has budgeted for the proposed changes and is presenting a balanced Fiscal Year 2017-2018 budget for approval.

Consistent with past practice, the City Councilmembers are offered the ability to participate in the healthcare plans offered by the City. It is proposed that the same amendments to the Flexible Benefits Plan stated above, be offered to the Councilmembers through the adoption of Resolution No. 17-1852.

Pursuant to the employment agreement between the City and City Manager, the City Council has recommended that the agreement be amended to increase the City Manager's pay, which would establish Mr. Ramirez' existing base monthly salary to \$19,250. Staff has prepared an amendment to the City Manager's employment agreement for the City Council's consideration. This amendment, if adopted, would be effective the pay period beginning June 23, 2017.

The above recommendations are incorporated within the 2017-18 and 2018-19 Budgets. Staff recommends that the Council appropriate the Fiscal Year 2017-18 Budget for the City of Agoura Hills of \$20.7 million which includes approximately \$18.3 million in day-to-day operational/service costs, with an additional \$2.4 million in capital improvement projects. The Capital Improvement Projects include \$2.0 million to be spent on Measure R transportation related projects.

For the budget year 2017-18 the General Fund projected ending fund balance is \$9.9 million, or 63.4% of operating expenditures and transfers. For the budget year 2018-19 the General Fund projected ending fund balance is \$10.1 million, or 63.3% of operating expenditures and transfers.

## **RECOMMENDATION**

Staff respectfully recommends the City Council adopt:

- Resolution No. 17-1849; Establishing Fiscal Year 2017-18 Appropriations Limitations;
- Resolution No. 17-1850; Adopting the Annual Budget for Fiscal Year 2017-18, including Fiscal Year 2017-18 appropriations and approving the annual budget for fiscal year 2018-19 and authorizing amendments to the Fiscal Year 2016-17 Budget;
- Resolution No. 17-1851, amending the compensation plan by setting salary ranges for City full-time and part-time employees to include classification and

compensation survey adjustments, a 1.5% COLA rate increase, increase the employer contribution to health care premiums for full-time employees;

- Resolution No. 17-1852 to increase the employer contribution to healthcare premiums for City Councilmembers; and
- Resolution No. 17-1853, approving Amendment No. 12 to City Manager Greg Ramirez' employment agreement.

Attachments: Sources and Uses

City Council Resolution No. 17-1849

City Council Resolution No. 17-1850

City Council Resolution No. 17-1851

City Council Resolution No. 17-1852

City Council Resolution No. 17-1853

**RESOLUTION NO. 17-1849**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
AGOURA HILLS, CALIFORNIA, ESTABLISHING FISCAL  
YEAR 2017-18 APPROPRIATIONS LIMITATIONS**

**WHEREAS**, Article 13-b of the California Constitution refers to a government entity's requirement for the establishment of an appropriations limit; and

**WHEREAS**, Senate Bill 1352, Chapter 1205, 1980, statute adds Revenue and Taxation Code, Section 7910, which requires each local government to establish its appropriation limits by resolution each year at a regularly scheduled meeting.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Agoura Hills' appropriation limitation for Fiscal Year 2017-18 shall be \$17,043,192.

**BE IT FURTHER RESOLVED**, that any challenge to the appropriations limits, as per the above mentioned government codes, must be brought to the City of Agoura Hills' attention within sixty (60) days of the effective date of this resolution.

**PASSED, APPROVED, AND ADOPTED**, this 28th day of June, 2017, by the following vote to wit;

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

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Denis Weber, Mayor

ATTEST:

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Kimberly M. Rodrigues, City Clerk

**CITY OF AGOURA HILLS  
GANN APPROPRIATION LIMIT  
FY 2017-18**

| Appropriation Limitation Calculation                  |                             |                  |   | Schedule 1          | Appropriation Subject to Limit |                     |                           |                    | Schedule 2 |
|---|-----------------------------|------------------|---|---------------------|--------------------------------|---------------------|---------------------------|--------------------|------------|
| % Change in   |                             | Growth<br>Factor | Appropriation<br>Limit<br>by Fiscal<br>Year | Source              | Estimated<br>Revenues          | Proceeds<br>of Tax  | Non<br>Proceeds<br>of Tax |                    |            |
| Per Capita<br>Income                                  | Population<br>in<br>per DOF |                  |   |                     |                                |                     |                           |                    |            |
| <b>1981-82 Base Year Approp Subject to Limit:</b>     |                             |                  |   | \$2,200,000         | <b>Unrestricted:</b>           |                     |                           |                    |            |
| <b>Allowed Growth Rate:</b>                           |                             |                  |   |                     | <b>Restricted:</b>             |                     |                           |                    |            |
| 1992-93   | 0.9936                      | 1.0133           | 1.0068149                                   | 5,920,556           | Taxes                          | \$12,943,305        | \$12,077,305              | \$866,000          |            |
| 1993-94   | 1.0272                      | 1.0080           | 1.0354176                                   | 6,130,248           | License and Permits            | 583,000             |                           | 583,000            |            |
| 1994-95   | 1.0071                      | 1.0028           | 1.0099199                                   | 6,191,060           | Charges for Services           | 1,241,230           |                           | 1,241,230          |            |
| 1995-96   | 1.0472                      | 0.9969           | 1.0439537                                   | 6,463,180           | Fines and Forfeitures          | 64,000              |                           | 64,000             |            |
| 1996-97   | 1.0467                      | 1.0034           | 1.0502588                                   | 6,788,011           | Interest Earnings              | 25,750              | 21,630                    | 4,120              |            |
| 1997-98   | 1.0467                      | 1.0104           | 1.0575857                                   | 7,178,904           | Miscellaneous                  | 788,000             |                           | 788,000            |            |
| 1998-99   | 1.0415                      | 1.0120           | 1.0539980                                   | 7,566,550           |                                | <b>15,645,285</b>   | <b>12,098,935</b>         | <b>3,546,350</b>   |            |
| 1999-00   | 1.0453                      | 1.0158           | 1.0618157                                   | 8,034,282           | <b>Total Unrestricted</b>      |                     |                           |                    |            |
| 2000-01   | 1.0491                      | 1.0148           | 1.0646267                                   | 8,553,511           | <b>Restricted:</b>             |                     |                           |                    |            |
| 2001-02   | 1.0782                      | 1.0137           | 1.0929713                                   | 9,348,742           | Taxes                          | 36,000              | 36,000                    | 0                  |            |
| 2002-03   | 0.9873                      | 1.0400           | 1.0267920                                   | 9,599,213           | License and Permits            | 13,000              |                           | 13,000             |            |
| 2003-04   | 1.0231                      | 1.0157           | 1.0391627                                   | 9,975,145           | Intergovernmental              | 4,225,828           |                           | 4,225,828          |            |
| 2004-05   | 1.0328                      | 1.0102           | 1.0433346                                   | 10,407,413          | Charges for Services           | 1,799,952           |                           | 1,799,952          |            |
| 2005-06   | 1.0526                      | 1.0540           | 1.1094404                                   | 11,546,405          | Fines and Forfeitures          | 70,000              |                           | 70,000             |            |
| 2006-07   | 1.0396                      | 1.0017           | 1.0413673                                   | 12,024,049          | Interest Earnings              | 19,700              |                           | 19,700             |            |
| 2007-08   | 1.0442                      | 1.0034           | 1.0477503                                   | 12,598,200          | Miscellaneous                  | 68,000              |                           | 68,000             |            |
| * 2008-09   | 1.0429                      | 1.0056           | 1.0487402                                   | 13,212,239          |                                | <b>6,232,480</b>    | <b>36,000</b>             | <b>6,196,480</b>   |            |
| * 2009-10   | 1.0062                      | 1.0058           | 1.0120360                                   | 13,371,262          | <b>Total Restricted</b>        | <b>\$21,877,765</b> | <b>\$12,134,935</b>       | <b>\$9,742,830</b> |            |
| * 2010-11   | 0.9746                      | 1.0059           | 0.9803501                                   | 13,108,518          | <b>Total Source of Funds</b>   |                     |                           |                    |            |
| * 2011-12   | 1.0251                      | 1.0025           | 1.0276628                                   | 13,471,136          |                                |                     |                           |                    |            |
| * 2012-13   | 1.0377                      | 1.0021           | 1.0398792                                   | 14,008,354          |                                |                     |                           |                    |            |
| 2013-14   | 1.0512                      | 1.0045           | 1.0559304                                   | 14,791,847          |                                |                     |                           |                    |            |
| 2014-15   | 0.9977                      | 1.0047           | 1.0023892                                   | 14,827,188          |                                |                     |                           |                    |            |
| 2015-16   | 1.0382                      | 1.0064           | 1.0448445                                   | 15,492,106          |                                |                     |                           |                    |            |
| 2016-17   | 1.0537                      | 1.0068           | 1.0608652                                   | 16,435,036          |                                |                     |                           |                    |            |
| 2017-18   | 1.0369                      | 1.0001           | 1.0370037                                   | 17,043,192          |                                |                     |                           |                    |            |
| <b>2017-18 Appropriation Limit</b>                    |                             |                  |   | <b>\$17,043,192</b> |                                |                     |                           |                    |            |
| <b>Less Appropriations subject to limit (Sched 2)</b> |                             |                  |   | <b>12,134,935</b>   |                                |                     |                           |                    |            |
| <b>2017-18 Appropriations Under Allowed Limit</b>     |                             |                  |   | <b>\$4,908,257</b>  |                                |                     |                           |                    |            |

\* Revised



**RESOLUTION NO. 17-1850**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, ADOPTING THE ANNUAL BUDGET FOR FISCAL YEARS 2017-18 AND 2018-19, INCLUDING FISCAL YEAR 2017-18 APPROPRIATIONS AND AUTHORIZING AMENDMENTS TO THE FISCAL YEAR 2016-17 ANNUAL BUDGET**

**WHEREAS**, the City Council has reviewed the City Manager's preliminary budget for Fiscal Years 2017-18 and 2018-19 and the amended budget for Fiscal Year 2016-17; and

**WHEREAS**, a budget workshop concerning the Fiscal Years 2017-18 and 2018-19 proposed budget was held Wednesday, June 14, 2017.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Agoura Hills, as follows:

1. That the Fiscal Years 2017-18 and 2018-19 Budget be adopted, pursuant to Chapter 6, Section 2603 (Ordinance No. 22) of the City of Agoura Hills Municipal Code, and that the proposed amendments to the Fiscal Year 2016-17 Budget be approved.
2. That the amounts shown on Exhibit "A" for the Fiscal Year 2017-18 Budget are hereby appropriated.
3. Any unused appropriations from the Fiscal Year 2016-17 Adopted Budget at the end of Fiscal Year 2016-17 may be re-appropriated by the City Manager for continued use in Fiscal Year 2017-18.

**PASSED, APPROVED, AND ADOPTED**, this 28th day of June 2017, by the following vote to wit;

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

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Denis Weber, Mayor

ATTEST:

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Kimberly M. Rodrigues, City Clerk

**City of Agoura Hills  
Sources and Uses  
Amended Budget 2016-17**

| Fund                               | ----- Estimate 2016/17-----  |            |              |                       | Fund<br>Balance<br>6/30/2017 |
|------------------------------------|------------------------------|------------|--------------|-----------------------|------------------------------|
|                                    | Fund<br>Balance<br>6/30/2016 | Revenues   | Expenditures | Transfers<br>(Out)/In |                              |
| <u>City of Agoura Hills</u>        |                              |            |              |                       |                              |
| 10 General Fund                    | 9,777,357                    | 16,110,716 | 14,213,817   | (1,896,432)           | 9,777,824                    |
| 20 Gas Tax                         | 43,709                       | 414,829    | 428,300      |                       | 30,238                       |
| 30 Retirement Rate Stabilization   | -                            |            |              | 145,000               | 145,000                      |
| 40 Traffic Safety                  | 2,612                        | 70,200     | 70,000       |                       | 2,812                        |
| 60 Proposition A                   | 600,546                      | 537,400    | 469,453      |                       | 668,493                      |
| 61 Proposition C                   | 375,109                      | 321,643    | 592,965      |                       | 103,787                      |
| 63 Measure R                       | 4,526                        | 240,840    | 210,000      |                       | 35,366                       |
| 70 SCAQMD                          | 26,626                       | 27,000     | 1,200        |                       | 52,426                       |
| 110 Traffic Improvement            | 772,669                      | 1,608,996  |              |                       | 2,381,665                    |
| 111 Utility Undergrounding         | 49,762                       | 500        |              |                       | 50,262                       |
| 240 Suppl. Law Enfcmnt             | 13,720                       | 100,700    | 100,000      |                       | 14,420                       |
| 250 CDBG                           | -                            | 199,458    | 199,392      |                       | 66                           |
| 260 Misc. Grants                   | (1,364,819)                  | 1,500,672  | 323,561      |                       | (187,708)                    |
| 520 Waste Management               | 126,686                      | 115,250    | 98,500       |                       | 143,436                      |
| 420 Inc. Housing In-Lieu           | 2,769,046                    | 8,000      |              |                       | 2,777,046                    |
| 300 Public Fin Auth Debt Service   | 7,461                        |            | 668,515      | 675,000               | 13,946                       |
| 305 Improvement Authority Debt Ser | 244,534                      |            | 245,024      | 247,100               | 246,610                      |
| 620 Successor Housing              | 332,409                      |            | 24,535       | 79,332                | 387,206                      |
| 11 Capital Projects Fund           | -                            |            |              | 250,000               | 250,000                      |
| 12 Facilities Fund                 | 50,000                       |            |              | 150,000               | 200,000                      |
| 15 Rec Center Capital Projects     | (382,940)                    | 500,000    | 105,125      |                       | 11,935                       |
| 16 Stormwater Capital Projects     | 549,773                      | 36,000     | 415,000      | 350,000               | 520,773                      |
| 18 Measure R Capital Projects      | (4,226,377)                  | 6,419,863  | 5,298,363    |                       | (3,104,877)                  |
| Total City of Agoura Hills         | 9,772,407                    | 28,212,067 | 23,463,750   | -                     | 14,520,724                   |

**City of Agoura Hills  
Sources and Uses  
Adopted Budget 2017-18**

| Fund                               | ----- Estimate 2017/18-----  |            |              |                       | Fund<br>Balance<br>6/30/2018 |
|------------------------------------|------------------------------|------------|--------------|-----------------------|------------------------------|
|                                    | Fund<br>Balance<br>6/30/2017 | Revenues   | Expenditures | Transfers<br>(Out)/In |                              |
| <u>City of Agoura Hills</u>        |                              |            |              |                       |                              |
| 10 General Fund                    | 9,777,824                    | 15,645,285 | 14,572,418   | (984,525)             | 9,866,166                    |
| 20 Gas Tax                         | 30,238                       | 477,002    | 440,300      |                       | 66,940                       |
| 22 RRAA                            |                              | 122,318    | 118,000      |                       | 4,318                        |
| 30 Retirement Rate Stablization    | 145,000                      |            |              |                       | 145,000                      |
| 40 Traffic Safety                  | 2,812                        | 70,200     | 70,000       |                       | 3,012                        |
| 60 Proposition A                   | 668,493                      | 530,734    | 581,588      |                       | 617,639                      |
| 61 Proposition C                   | 103,787                      | 331,300    | 425,990      |                       | 9,097                        |
| 63 Measure R                       | 35,366                       | 236,693    | 228,435      |                       | 43,624                       |
| 64 Measure M                       |                              | 221,250    | 205,500      |                       | 15,750                       |
| 70 SCAQMD                          | 52,426                       | 27,000     | 36,200       |                       | 43,226                       |
| 110 Traffic Improvement            | 2,381,665                    | 1,743,952  | 50,000       |                       | 4,075,617                    |
| 111 Utility Undergrounding         | 50,262                       | 500        |              |                       | 50,762                       |
| 240 Suppl. Law Encfmt              | 14,420                       | 100,700    | 100,000      |                       | 15,120                       |
| 250 CDBG                           | 66                           | 64,392     | 64,358       |                       | 100                          |
| 260 Misc. Grants                   | (187,708)                    | 490,672    | 424,750      |                       | (121,786)                    |
| 520 Waste Management               | 143,436                      | 118,500    | 98,500       |                       | 163,436                      |
| 420 Inc. Housing In-Lieu           | 2,777,046                    | 8,000      |              |                       | 2,785,046                    |
| 300 Public Fin Auth Debt Service   | 13,946                       |            | 670,031      | 670,000               | 13,915                       |
| 305 Improvement Authority Debt Ser | 246,610                      |            | 234,512      | 243,025               | 255,123                      |
| 620 Successor Housing              | 387,206                      |            | 25,909       | 71,500                | 432,797                      |
| 11 Capital Projects Fund           | 250,000                      |            | 250,000      |                       | -                            |
| 12 Facilities Fund                 | 200,000                      |            |              |                       | 200,000                      |
| 15 Rec Center Capital Projects     | 11,935                       |            |              |                       | 11,935                       |
| 16 Stormwater Capital Projects     | 520,773                      |            | 75,000       |                       | 445,773                      |
| 18 Measure R Capital Projects      | (3,104,877)                  | 1,689,267  | 2,038,161    |                       | (3,453,771)                  |
| Total City of Agoura Hills         | 14,520,724                   | 21,877,765 | 20,709,652   | -                     | 15,688,837                   |

**City of Agoura Hills  
Sources and Uses  
Estimate 2018-19**

| Fund                               | ----- Estimate 2018/19-----  |            |              |                       | Fund<br>Balance<br>6/30/2019 |
|------------------------------------|------------------------------|------------|--------------|-----------------------|------------------------------|
|                                    | Fund<br>Balance<br>6/30/2018 | Revenues   | Expenditures | Transfers<br>(Out)/In |                              |
| <u>City of Agoura Hills</u>        |                              |            |              |                       |                              |
| 10 General Fund                    | 9,866,166                    | 16,068,476 | 14,899,934   | (984,525)             | 10,050,183                   |
| 20 Gas Tax                         | 66,940                       | 485,495    | 490,300      |                       | 62,135                       |
| 22 RRAA                            | 4,318                        | 364,265    | 350,000      |                       | 18,583                       |
| 30 Retirement Rate Stabilization   | 145,000                      |            |              |                       | 145,000                      |
| 40 Traffic Safety                  | 3,012                        | 70,200     | 70,000       |                       | 3,212                        |
| 60 Proposition A                   | 617,639                      | 520,235    | 494,977      |                       | 642,897                      |
| 61 Proposition C                   | 9,097                        | 320,500    | 85,327       |                       | 244,270                      |
| 63 Measure R                       | 43,624                       | 236,693    | 229,219      |                       | 51,098                       |
| 64 Measure M                       | 15,750                       | 290,000    | 244,032      |                       | 61,718                       |
| 70 SCAQMD                          | 43,226                       | 27,000     | 1,200        |                       | 69,026                       |
| 110 Traffic Improvement            | 4,075,617                    | 4,000      | 300,000      |                       | 3,779,617                    |
| 111 Utility Undergrounding         | 50,762                       | 500        |              |                       | 51,262                       |
| 240 Suppl. Law Encmt               | 15,120                       | 100,700    | 100,000      |                       | 15,820                       |
| 250 CDBG                           | 100                          | 64,392     | 64,358       |                       | 134                          |
| 260 Misc. Grants                   | (121,786)                    | 1,625,672  | 1,625,750    |                       | (121,864)                    |
| 520 Waste Management               | 163,436                      | 104,500    | 99,200       |                       | 168,736                      |
| 420 Inc. Housing In-Lieu           | 2,785,046                    | 8,000      |              |                       | 2,793,046                    |
| 300 Public Fin Auth Debt Service   | 13,915                       |            | 670,031      | 670,000               | 13,884                       |
| 305 Improvement Authority Debt Ser | 255,123                      |            | 234,512      | 243,025               | 263,636                      |
| 620 Successor Housing              | 432,797                      |            | 26,960       | 71,500                | 477,337                      |
| 11 Capital Projects Fund           | -                            |            |              |                       | -                            |
| 12 Facilities Fund                 | 200,000                      |            |              |                       | 200,000                      |
| 15 Rec Center Capital Projects     | 11,935                       |            |              |                       | 11,935                       |
| 16 Stormwater Capital Projects     | 445,773                      |            | 75,000       |                       | 370,773                      |
| 18 Measure R Capital Projects      | (3,453,771)                  | 2,000,000  | 479,449      |                       | (1,933,220)                  |
| 19 Measure M Capital Projects      | -                            | 10,000,000 | 14,545,192   |                       | (4,545,192)                  |
| Total City of Agoura Hills         | 15,688,837                   | 32,290,628 | 35,085,441   | -                     | 12,894,024                   |

**RESOLUTION NO. 17-1851**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, AMENDING THE COMPENSATION PLAN BY SETTING SALARY RANGES FOR CITY FULL-TIME AND PART-TIME EMPLOYEES TO INCLUDE CLASSIFICATION AND COMPENSATION SURVEY ADJUSTMENTS, A 1.5% COLA RATE AND INCREASE THE EMPLOYER CONTRIBUTION TO HEALTHCARE PREMIUMS FOR FULL-TIME EMPLOYEES**

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

**SECTION 1.** The classifications and salary ranges as shown on Exhibit "A," attached hereto and incorporated herein as though set forth in full, are hereby authorized in City service effective the pay period beginning June 23, 2017.

**SECTION 2.** The City will increase the employer contribution amount up to the 2018 Blue Shield Access+ family rate, which will include the 2018 minimum contribution required under the Public Employees' Medical and Hospital Care Act (PEMHCA), effective January 1, 2018, plus the Vision Service Provider (VSP) rate, effective July 1, 2017.

**PASSED, APPROVED, AND ADOPTED** this 28<sup>TH</sup> day of June, 2017, by the following vote to wit:

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

\_\_\_\_\_  
Denis Weber, Mayor

ATTEST:

\_\_\_\_\_  
Kimberly Rodrigues, City Clerk

**EXHIBIT "A"**

**SALARIES AND POSITIONS 2017-2018**

**EXHIBIT A**

**FULL-TIME POSITIONS AND SALARIES**

**EFFECTIVE 6/23/2017**

| POSITIONS                              | RANGE | ANNUAL  |         | MONTHLY |        | HOURLY   |         |
|--|-------|---------|---------|---------|--------|----------|---------|
|  |       | LOW     | HIGH    | LOW     | HIGH   | LOW      | HIGH    |
| <b>EXEMPT</b>                          |       |         |         |         |        |          |         |
| ACCOUNTANT                             | 50    | 71,312  | 86,886  | 5,943   | 7,241  | 34.2846  | 41.7721 |
| ADMINISTRATIVE ANALYST                 | 51    | 73,095  | 89,059  | 6,091   | 7,422  | 35.1418  | 42.8168 |
| ASSISTANT CITY MANAGER                 | 82    | 157,154 | 191,477 | 13,096  | 15,956 | 75.5548  | 92.0563 |
| ASSISTANT DIRECTOR OF COMM SERVICES    | 68    | 111,222 | 135,513 | 9,269   | 11,293 | 53.4721  | 65.1505 |
| ASSISTANT PLANNING DIRECTOR            | 68    | 111,222 | 135,513 | 9,269   | 11,293 | 53.4721  | 65.1505 |
| ASSISTANT TO THE CITY MANAGER          | 60    | 91,285  | 111,222 | 7,607   | 9,269  | 43.8870  | 53.4721 |
| ASSOCIATE CIVIL ENGINEER               | 59    | 89,059  | 108,509 | 7,422   | 9,042  | 42.8168  | 52.1678 |
| BUILDING OFFICIAL                      | 70    | 116,853 | 142,374 | 9,738   | 11,865 | 56.1793  | 68.4490 |
| CITY CLERK                             | 64    | 100,762 | 122,768 | 8,397   | 10,231 | 48.4433  | 59.0231 |
| CITY ENGINEER                          | 71    | 119,774 | 145,933 | 9,981   | 12,161 | 57.5837  | 70.1601 |
| CITY MANAGER                           |       | 231,000 |         | 19,250  |        | 111.0577 |         |
| DEPUTY CITY MANAGER                    | 73    | 125,837 | 153,321 | 10,486  | 12,777 | 60.4986  | 73.7120 |
| DIRECTOR COMMUNITY SERVICES            | 75    | 132,208 | 161,083 | 11,017  | 13,424 | 63.5615  | 77.4438 |
| DIRECTOR OF FINANCE                    | 74    | 128,983 | 157,154 | 10,749  | 13,096 | 62.0111  | 75.5548 |
| DIRECTOR OF PUBLIC WORKS/CITY ENGINEER | 75    | 132,208 | 161,083 | 11,017  | 13,424 | 63.5615  | 77.4438 |
| EXECUTIVE ASSISTANT                    | 46    | 64,605  | 78,715  | 5,384   | 6,560  | 31.0601  | 37.8438 |
| FINANCE MANAGER                        | 61    | 93,567  | 114,002 | 7,797   | 9,500  | 44.9841  | 54.8087 |
| PLANNING DIRECTOR                      | 72    | 122,768 | 149,581 | 10,231  | 12,465 | 59.0231  | 71.9139 |
| PRINCIPAL PLANNER                      | 62    | 95,906  | 116,853 | 7,992   | 9,738  | 46.1087  | 56.1793 |
| PUBLIC WORKS PROJECT MANAGER           | 59    | 89,059  | 108,509 | 7,422   | 9,042  | 42.8168  | 52.1678 |
| RECREATION MANAGER                     | 59    | 89,059  | 108,509 | 7,422   | 9,042  | 42.8168  | 52.1678 |
| <b>HOURLY</b>                          |       |         |         |         |        |          |         |
| ACCOUNTING SPECIALIST II               | 46    | 64,605  | 78,715  | 5,384   | 6,560  | 31.0601  | 37.8438 |
| ADMINISTRATIVE AIDE                    | 38    | 53,024  | 64,605  | 4,419   | 5,384  | 25.4923  | 31.0601 |
| ADMINISTRATIVE ASSISTANT I             | 37    | 51,731  | 63,029  | 4,311   | 5,252  | 24.8707  | 30.3024 |
| ADMINISTRATIVE ASSISTANT II            | 41    | 57,101  | 69,572  | 4,758   | 5,798  | 27.4524  | 33.4481 |
| ASSISTANT ENGINEER                     | 53    | 76,795  | 93,567  | 6,400   | 7,797  | 36.9207  | 44.9841 |
| ASSISTANT PLANNER                      | 51    | 73,095  | 89,059  | 6,091   | 7,422  | 35.1418  | 42.8168 |
| ASSOCIATE PLANNER                      | 55    | 80,863  | 98,304  | 6,739   | 8,192  | 38.8764  | 47.2615 |
| BUILDING PERMIT TECHNICIAN             | 38    | 53,024  | 64,605  | 4,419   | 5,384  | 25.4923  | 31.0601 |
| CODE COMPLIANCE OFFICER                | 46    | 64,605  | 78,715  | 5,384   | 6,560  | 31.0601  | 37.8438 |
| COMM SERV COORDINATOR                  | 46    | 64,605  | 78,715  | 5,384   | 6,560  | 31.0601  | 37.8438 |
| CULTURAL EVENT COORDINATOR             | 46    | 64,605  | 78,715  | 5,384   | 6,560  | 31.0601  | 37.8438 |
| ENGINEERING AIDE I                     | 38    | 53,024  | 64,605  | 4,419   | 5,384  | 25.4923  | 31.0601 |
| ENGINEERING AIDE II                    | 46    | 64,605  | 78,715  | 5,384   | 6,560  | 31.0601  | 37.8438 |
| PLANNING TECHNICIAN                    | 38    | 53,024  | 64,605  | 4,419   | 5,384  | 25.4923  | 31.0601 |
| RECREATION SUPERVISOR                  | 50    | 71,312  | 86,886  | 5,943   | 7,241  | 34.2846  | 41.7721 |
| SENIOR BUILDING INSPECTOR              | 47    | 66,220  | 80,683  | 5,518   | 6,724  | 31.8365  | 38.7899 |
| SENIOR CIVIL ENGINEER                  | 64    | 100,762 | 122,768 | 8,397   | 10,231 | 48.4433  | 59.0231 |
| SENIOR PLANNER                         | 58    | 86,886  | 105,863 | 7,241   | 8,822  | 41.7721  | 50.8957 |

**PART-TIME POSITIONS AND SALARIES**

**EFFECTIVE 7/1/2017**

|                           |    |           |        |           |       |         |         |
|---------------------------|----|-----------|--------|-----------|-------|---------|---------|
| ADMINISTRATIVE INTERN     | 10 | 26,166    | 31,881 | 2,181     | 2,657 | 12.5798 | 15.3274 |
| ADMINISTRATIVE INTERN II  | 17 | 31,103    | 37,896 | 2,592     | 3,158 | 14.7231 | 18.2192 |
| INSTRUCTOR                | 3  | 22,013    | 26,820 | 1,834     | 2,235 | 10.5832 | 12.8942 |
| OFFICE ASSISTANT          | 15 | 29,605    | 36,070 | 2,467     | 3,006 | 14.2332 | 17.3413 |
| RECREATION LEADER I       | 3  | 22,013    | 26,820 | 1,834     | 2,235 | 10.5832 | 12.8942 |
| RECREATION LEADER II      | 13 | 28,178    | 34,332 | 2,348     | 2,861 | 13.5471 | 16.5058 |
| RECREATION SPECIALIST     | 20 | 33,495    | 40,810 | 2,791     | 3,401 | 16.1034 | 19.6202 |
| SENIOR PROGRAM INSTRUCTOR | 18 | 31,881    | 38,884 | 2,657     | 3,240 | 15.3274 | 18.6942 |
| SPECIAL EVENT WORKER      |    | 150-1,050 |        | PER EVENT |       |         |         |

**RESOLUTION NO. 17-1852**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, INCREASING THE EMPLOYER CONTRIBUTION TO HEALTHCARE PREMIUMS FOR CITY COUNCILMEMBERS**

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

**SECTION 1.** The City will increase the employer contribution amount up to the 2018 Blue Shield Access+ family rate, which will include the 2018 minimum contribution required under the Public Employees' Medical and Hospital Care Act (PEMHCA), effective January 1, 2018, plus the Vision Service Provider (VSP) rate, effective July 1, 2017.

**PASSED, APPROVED, AND ADOPTED** this 28<sup>TH</sup> day of June, 2017, by the following vote to wit:

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

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Denis Weber, Mayor

ATTEST:

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Kimberly M. Rodrigues, City Clerk



**RESOLUTION NO. 17-1853**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, APPROVING AMENDMENT NO. 12 TO THE CITY MANAGER'S EMPLOYMENT AGREEMENT**

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

**SECTION 1.** The City Council of the City of Agoura Hills hereby approves Amendment No. 12 to the City Manager's Employment Agreement to increase the City Manager's pay. The attached amendment as shown on Exhibit "A", attached hereto and incorporated herein as though set forth in full, will change Mr. Ramirez' existing base monthly salary from \$18,333.33 to \$19,250.00. The amendment will be effective the pay period beginning June 23, 2017.

**SECTION 2.** The City Council of the City of Agoura Hills hereby acknowledges that Section 4(B)(4) of the City Manager's Employment Agreement will include a change in health benefits that will increase the employer contribution amount up to the 2018 Blue Shield Access+ family rate, effective January 1, 2018, including the Vision Service Provider (VSP) rate effective July 1, 2017, consistent with that approved for the City's general employees and Department Heads.

**PASSED, APPROVED, AND ADOPTED** this 28<sup>TH</sup> day of June, 2017, by the following vote to wit:

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

---

Denis Weber, Mayor

ATTEST:

---

Kimberly M. Rodrigues, City Clerk

**EXHIBIT "A"**

**AMENDMENT NO. 12 TO EMPLOYMENT AGREEMENT  
BETWEEN THE CITY OF AGOURA HILLS, CA, AND GREG RAMIREZ**

**AMENDMENT NO. 12 TO EMPLOYMENT AGREEMENT  
BETWEEN THE CITY OF AGOURA HILLS, CA AND GREG RAMIREZ**

That certain Employment Agreement dated February 24, 2004, as amended in February 2005, May 2006, August 2007, July 2008, August 2008, June 2009, June 2011, June 2012, June 2013, and June 2014, and June 2016, and by and between the City of Agoura Hills ("City") and Greg Ramirez ("City Manager") (collectively the "Amended Agreement") is hereby further amended as follows:

1. Section 4(A)(1)(a) of the Amended Agreement is amended in its entirety to read as follows:

“(a) Base Salary. Effective with the pay period beginning June 23, 2017, City agrees to pay City Manager for the services required by this Agreement to a monthly base salary of nineteen thousand two hundred and fifty dollars and no cents (\$19,250.00) per month.”

2. The foregoing amendments, when approved by the City Council and duly executed by the Mayor and City Manager, shall be made a part of the Amended Agreement. Except as amended herein, the terms and conditions of the Amended Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties have executed the Amendment No. 12 to the Agreement as of June 23, 2017.

CITY MANAGER

\_\_\_\_\_  
Greg Ramirez

CITY OF AGOURA HILLS

\_\_\_\_\_  
Denis Weber, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Candice Lee, City Attorney