

## REPORT TO CITY COUNCIL

**DATE: JULY 12, 2023**

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

**FROM: NATHAN HAMBURGER, CITY MANAGER**

**BY: JESSICA FORTE, DIRECTOR OF PUBLIC WORKS/CITY ENGINEER**

**SUBJECT: AGOURA HILLS LINEAR PARK AND GREENWAY PROJECT – DISCUSSION OF AESTHETIC CHARACTER, REQUEST FOR APPROVAL OF USE AGREEMENT NO. 23-36 WITH THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, AND UPDATE**

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This report seeks City Council feedback on the aesthetic character of the Agoura Hills Linear Park and Greenway Project, formerly titled as the Palo Comado Creek Linear Park, (Project), approval of the Use Agreement No. 23-26 with the Los Angeles County Flood Control District (LACFCD), and to receive a project status update.

In May 12, 2021, the City Council adopted the Project's environmental document, an Initial Study/Mitigated Negative Declaration (IS/MND) and the Mitigation Monitoring and Reporting Program (MMRP), and approved the final project area limits.

In July 2021, the City Council awarded the final design contract for the Project to m6 Consulting, Inc. (m6). Over the course of design, the project design and park elements have been brought to the Public Works Subcommittee (Subcommittee) for feedback and direction. Subcommittee feedback has been received regarding park alignment, connectivity with surrounding areas, and the following park elements:

- Pedestrian, Equestrian and Bikeway Pathways,
- Butterfly Gardens,
- Seating and Gathering Areas,
- Educational Opportunities,
- Art in Public Spaces with a theme of "Native and Natural", and
- Informal and Natural Children's Play Area.

Attached to the report is the proposed final design of the park layout with park features highlighted.

In May 2023, staff presented to the Subcommittee images of park elements grouped by theme on the preferred overall style/character of the Project, based from the City's Civic Center, Recreation and Event Center, Agoura Village Specific Plan (AVSP) area along Agoura Road, Old Agoura Park, and Reyes Adobe Historical Site. Examples of park elements, such as benches, tables and other park amenities, were presented to the Subcommittee for feedback and further refinement of the final design. The Subcommittee

provided feedback with the recommendation to bring the preferred styles to City Council for final direction. Staff will present these recommendations during the meeting.

Of particular note, the Subcommittee recommended bringing the element of lighting within the Project interior areas, locations and the style of fixtures, to the City Council for discussion. The Project includes lighting similar to the street lights in the AVSP area, but as a single-headed fixture at the entrances to the greenway. The options for lighting within the greenway has been proposed as bollard style with low light levels down casted versus ground level lighting.

With the project plans and specifications nearing final design, staff is seeking consensus from the City Council on the desired overall style/character of the park, which will aid in the selection of final site aesthetics. Final contract documents will incorporate these elements and staff will return to City Council for approval to seek bids for construction of the Project this fall.

Use Agreement

Over the past two years, staff has been working to secure a Los Angeles County Flood Control District (LACFCD) Construction Permit for the Project. Engineering review of the project plans are complete. The LACFCD issued the final construction permit for the Project on May 31, 2023, with the condition that no construction was allowed until a Use Agreement between the LACFCD and the City was executed.

As the majority of the Project area falls on LACFCD land, the Use Agreement will indemnify the County and LACFCD, while placing responsibility of the park, including the concrete cap and any impacts to the flood control facility, to the City. Staff reviewed the language of the use Agreement with the Subcommittee on May 23, 2023. The Subcommittee recommended the approval of the Use Agreement, which would complete the remaining condition of the construction permit for the Project.

The standard Use Agreement from the County includes language that allows the County to terminate the Use Agreement and for the removal of the project under certain conditions. Staff negotiated language of the Use Agreement that minimizes risk for the City and the future park, including language which allows the City to participate in early review of any proposed project site selection, safeguards for financing options for the construction of the Project, and a longer initial term with two ten-year extensions, providing a 45-year total term.

Project Update

Funding Agreements for the Construction Phase of the project are currently under development with the State of California's Department of Parks and Recreation (State), as well as the Los Angeles County Metropolitan Transit Authority (Metro). The City Manager has authority to sign these agreements upon receipt. When funding agreements are fully executed, advertising for construction management services, and a Call for Projects with a focus on the Project's public art element will begin in earnest.

Staff anticipates that the Project will be ready to advertise for bids by this fall with award of the construction contract this winter. A groundbreaking ceremony for the project is expected to be scheduled early in 2024, 18-24 months of construction (weather permitting) and a 3-month plant establishment period.

The Project is fully funded through a combination of State Specified Grant and Metro Measure R and M Funds. These funds were made available to the City thanks to the support of former State Assemblymember Richard Bloom, former Los Angeles County Supervisor Sheila Kuehl, current Los Angeles County Supervisor Lindsay Horvath, and our Las Virgenes-Malibu Council of Governments.

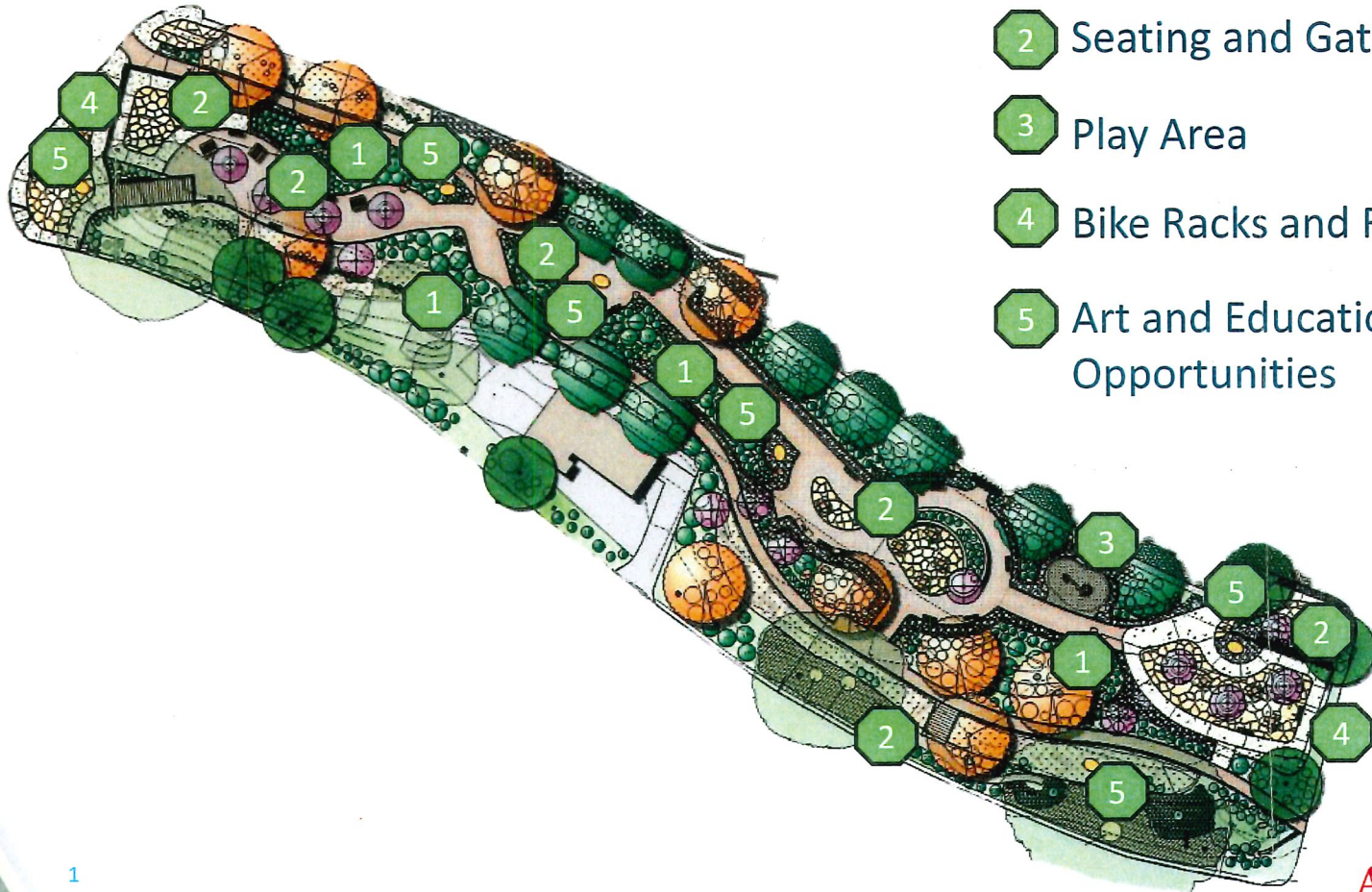
**RECOMMENDATION**

Staff respectfully recommends the City Council:

- 1. Provide feedback on the aesthetic character of the Agoura Hills Linear Park and Greenway Project;
- 2. Approve Use Agreement No. 23-36 with the Los Angeles County Flood Control District; and
- 3. Authorize the Mayor to execute the Use Agreement No. 23-36 on behalf of the City Council.

Attachments: Park Layout and Features  
Use Agreement No. 23-36

# Linear Park and Greenway Layout



- 1 Butterfly Gardens
- 2 Seating and Gathering Areas
- 3 Play Area
- 4 Bike Racks and Repair Station
- 5 Art and Educational Opportunities

Cheseboro Canyon Linear Park Project  
Parcels. 6A and 7A  
Right-of-Way Map No. 422-RW2.1  
Assessor's Identification No. 2061-007-905  
Supervisorial District 3

**USE AGREEMENT**

This Use Agreement is entered into by and between the  
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT,  
a body corporate and politic,

hereinafter referred to as "DISTRICT"

and

CITY OF AGOURA HILLS,  
a municipal corporation,

hereinafter referred to as "USER"

**RECITALS**

WHEREAS, DISTRICT owns fee interests to portions of Cheseboro Canyon generally located northerly of Agoura Road and easterly of Cornell Road, in the City of Agoura Hills, State of California and, as more particularly shown on Exhibit A, attached hereto and made a part hereof, (hereinafter referred to as PREMISES); and

WHEREAS, USER proposes to use a portion of PREMISES for public recreational purposes in connection with USER'S project known as the Linear Park Project (hereinafter referred to as PROJECT); and

WHEREAS, USER proposes to construct, operate, and maintain certain improvements on PREMISES in connection with PROJECT, including but not limited to, covering the channel, fencing, landscaping, an irrigation system, gateways and vehicle ramps, paving, seating, and non-motorized recreational trails (hereinafter referred to as IMPROVEMENTS).

NOW, THEREFORE, in consideration of these recitals and the faithful performance by USER and DISTRICT of the mutual covenants herein contained for the period of time herein set forth, DISTRICT and USER hereto mutually agree as follow:

USER'S Initials \_\_\_\_\_  
DISTRICT'S Initials \_\_\_\_\_

SECTION 1. Authorized Use

- 1.1. USER is authorized and permitted to use PREMISES for the construction, operation, maintenance, and use of IMPROVEMENTS in accordance with the terms and conditions of this Use Agreement and the approved plans. USER is not permitted to dedicate or personalize any IMPROVEMENTS or place signage on PREMISES without prior written approval by DISTRICT. Any other use of PREMISES by USER is expressly prohibited.
  
- 1.2. USER acknowledges Cheseboro Canyon is a working flood protection and water conservation facility and USER'S use of PREMISES shall be subordinate to the primary uses and purposes of PREMISES for watershed management including flood control, water conservation, and water quality purposes by DISTRICT and others (pursuant to DISTRICT'S permission), and USER'S use of PREMISES shall at no time interfere with the use of PREMISES or the use of DISTRICT'S adjacent property and/or improvements for such purposes or activities.
  - 1.2.1. USER acknowledges that DISTRICT performs periodic maintenance on and within Cheseboro Canyon. DISTRICT reserves the right to temporarily restrict or prohibit public access to some or all of PREMISES, as DISTRICT determines to be reasonably necessary to perform these maintenance activities. DISTRICT shall not be responsible for providing alternative bicycle/pedestrian access to or within PREMISES during these maintenance activities.
  
- 1.3. DISTRICT reserves the right to use or allow others to use PREMISES for any and all lawful purposes in addition to flood control, water conservation, and water quality purposes including, but not limited to, public transportation, utilities, roads, parks and recreation, and/or other related uses together with incidental rights of construction and installation of facilities, ingress and egress, operation and maintenance. The exercise of the rights reserved herein shall not be inconsistent with USER'S use or constitute unreasonable interference.
  
- 1.4. This Use Agreement is valid only to the extent of DISTRICT'S jurisdiction. Acquisition of permits or agreements required by other affected agencies or agencies with regulatory jurisdiction over PROJECT or IMPROVEMENTS and the consent of underlying fee owner(s) other than DISTRICT (hereinafter collectively referred to as THIRD-PARTY APPROVALS), if any, and is the responsibility of USER. USER shall be responsible for all costs associated with obtaining and complying with the requirements and conditions of all THIRD-PARTY APPROVALS, including, by way of example, permit fees and compensatory mitigation expenses. USER shall provide DISTRICT copies of all THIRD-PARTY APPROVALS.

SECTION 2. Construction and Maintenance of IMPROVEMENTS

- 2.1. USER understands and acknowledges that it is required to comply with the requirements set forth in the California Environmental Quality Act (CEQA) and the State CEQA guidelines, the National Environmental Policy Act (NEPA), and any applicable NEPA regulations of any federal agency with regulatory jurisdiction over PROJECT or IMPROVEMENTS prior to implementing IMPROVEMENTS and that USER shall be the lead agency with respect to any and all CEQA compliance related to IMPROVEMENTS. In addition to its other indemnification obligations as specified below, USER hereby agrees to indemnify, defend, and hold harmless DISTRICT and the County of Los Angeles and their elected and appointed officers, employees, and agents from and against any and all claims and/or actions related to IMPROVEMENTS that may be asserted by any third party or public agency alleging violations of CEQA or the CEQA Guidelines or the NEPA.
  
- 2.2. USER shall bear all costs in connection with the construction of IMPROVEMENTS, including preparation of plans and specifications and all construction costs and expenses.
  
- 2.3. USER understands and acknowledges that it is required to comply with the requirements of the National Flood Insurance Program (NFIP) as set forth in Title 44 of the Code of Federal Regulations prior to, during and after implementing PROJECT or IMPROVEMENTS and that the USER is the lead agency with jurisdiction over the PROJECT or IMPROVEMENTS with respect to any and all related NFIP compliance. The USER shall comply with City's NFIP requirements, including but not limited to pre-construction conditional letters of map change and post-construction letters of map change for FEMA flood maps. In addition to its other indemnification obligations as specified below, USER hereby agrees to indemnify, defend, and hold harmless DISTRICT and the County of Los Angeles and their elected and appointed officers, employees, and agents from and against any and all claims and/or actions related to the PROJECT or IMPROVEMENTS that may be asserted by any third party or public agency alleging violations of NFIP requirements.
  
- 2.4. Prior to commencement of any construction activity on PREMISES by or on behalf of USER, USER shall submit the plans and specification for the IMPROVEMENTS, and shall apply for and obtain a permit from, the Land Development Division, Encroachment Permits and Inspection Section, of the County of Los Angeles Public Works, and as deemed necessary by the USER, any conditional letters of map change from the Federal Emergency Management Agency (FEMA). USER shall also obtain DISTRICT'S prior written approval should USER propose to make any changes to the approved plans and specifications. Should USER propose to make any changes to the approved plans and specifications that affect flood levels

within and adjacent to the DISTRICT'S right of way, USER shall also obtain FEMA's prior conditional letters of map change and post-construction letters of map change. DISTRICT shall have the right to refuse to issue a permit to USER if PROJECT or IMPROVEMENTS or any condition of any THIRD-PARTY APPROVAL impose additional regulatory requirements or impediments on the primary uses and purposes of PREMISES for watershed management, including flood control, water conservation, and water quality purposes, by DISTRICT and others (pursuant to DISTRICT'S permission). In addition to its other indemnification obligations as specified in Sections 2.1 and 2.3 above and those below, USER hereby agrees to indemnify, defend, and hold harmless DISTRICT and the County of Los Angeles and their elected and appointed officers, employees, and agents from and against any and all claims and/or actions related to IMPROVEMENTS that may be asserted by any third party or public agency alleging violations of any THIRD-PARTY APPROVAL.

- 2.5. Upon completion of the construction of IMPROVEMENTS, USER shall provide DISTRICT with approved as-built plans.
- 2.6. USER shall keep, inspect, and maintain PREMISES and IMPROVEMENTS in a safe, clean, and orderly condition at all times during the term of this Use Agreement. USER shall adhere to the minimum maintenance standards as described in Exhibit B, attached hereto and made a part hereof, during the term of this Use Agreement and shall not permit trash and debris including, but not limited to, rubbish, tin cans, bottles, and garbage to accumulate at any time, nor shall USER commit, suffer, or permit any waste on PREMISES or IMPROVEMENTS or permit any acts to be done in violation of any laws or ordinances thereon.
- 2.7. USER shall address People Experiencing Homelessness Encampments within the PREMISES at USER'S cost.
- 2.8. USER shall remove graffiti from PREMISES and IMPROVEMENTS and any walls, fences, and signs, that are located within PREMISES anytime graffiti is discovered by USER or anytime USER is notified by DISTRICT. Graffiti must be removed within the following guidelines:
  - 2.8.1. Remove vulgar graffiti (i.e., profane, obscene, or racist) within 24 hours, Monday through Friday.
  - 2.8.2. Remove other graffiti within 72 hours, Monday through Friday.
- 2.9. USER shall replace or repair any property of DISTRICT that becomes damaged by USER, within a reasonable time to the satisfaction of DISTRICT or USER shall compensate DISTRICT for the damage within thirty (30) days of the USER'S receipt of an invoice from DISTRICT.



- 2.10. USER shall close all gates and take all actions necessary to render the PREMISES inaccessible to public access in the event USER abandons its operation and maintenance of IMPROVEMENTS or when the weather forecast for the next 24-hour period is for one (1) inch of rain or more, or when notified by DISTRICT.

### SECTION 3. Term

- 3.1. The term of this Use Agreement shall be for twenty-five (25) years (hereinafter referred to as Initial Term) commencing upon execution by DISTRICT subject to DISTRICT'S right to terminate USER'S use as provided for in Section 4 below.

3.1.1 Option Terms - USER shall have two (2) options to extend the term of this Use Agreement, for additional periods of ten (10) years each, subject to DISTRICT'S approval.

- 3.2. This Use Agreement shall expire at the end of the Initial Term provided, however, that DISTRICT may extend the term of this Use Agreement beyond the Initial Term, subject to such terms and conditions as it deems appropriate, upon receipt of a written request from USER no earlier than twelve (12) months or later than six (6) months prior to the end of the Initial Term.

### SECTION 4. Termination of Use

- 4.1. DISTRICT shall have the right to cancel this Use Agreement and terminate USER'S use of PREMISES by giving USER at least two (2) years prior written notice under the following conditions:

4.1.1. DISTRICT proposes to implement a project on, or including, PREMISES for watershed management purposes including flood control, water conservation, and water quality;

4.1.2. DISTRICT determines, in good faith, that IMPROVEMENTS and/or USER'S use of PREMISES, or any of them, would be substantially incompatible with the proposed project; and

4.1.3. DISTRICT has notified USER of the basis for DISTRICT'S determination that a substantial incompatibility will exist and has provided USER with a reasonable opportunity to collaborate on potential other locations for DISTRICT'S proposed project, proposed modifications to IMPROVEMENTS or USER'S use of PREMISES that will eliminate the incompatibility.

4.1.4. DISTRICT shall allow USER to participate in early review (at least two (2) years prior to DISTRICT Board review and prior to any circulation of any DISTRICT environmental review documents for

any proposed DISTRICT project on the PREMISES) of DISTRICT project site selection studies and concept design plans to help eliminate or avoid termination of use of the PREMISES and potentially find alternate DISTRICT project locations. Early involvement during any potential DISTRICT project's preliminary design phase is critical in allowing USER participation in elimination of any termination of use. DISTRICT shall make the sole determination as to whether USER'S recommendations are compatible with the DISTRICT'S project needs.

- 4.2. DISTRICT shall have the right to cancel this Use Agreement and terminate USER'S use of PREMISES by giving USER at least two (2) years prior written notice if: (1) USER breaches any term or condition of this Use Agreement, or (2) changes in Federal, State or local laws, rules and regulations result in the presence or use of IMPROVEMENTS imposing additional regulatory burdens or impediments on the primary uses and purposes of PREMISES for stormwater management, including flood control, stormwater capture, and stormwater quality purposes, by DISTRICT and others (pursuant to DISTRICT'S permission).
- 4.3. DISTRICT shall have the right to cancel this Use Agreement and terminate USER'S use of PREMISES if construction of IMPROVEMENTS has not been completed within five (5) years from the date this Use Agreement is fully executed.
- 4.4. DISTRICT shall have the right to immediately cancel and terminate USER'S use of PREMISES, or, at the DISTRICT'S sole discretion, to temporarily suspend such use in the event DISTRICT determines, in good faith, that it is necessary for DISTRICT to enter and take exclusive possession of PREMISES in to order to respond to an emergency, as defined in Public Contract Code Section 1102. In the event of an emergency, USER shall bear any expenses associated with the cessation of such use and shall have no rights or claims therefore against DISTRICT.
- 4.5. USER shall have the right to cancel and terminate its use of PREMISES, pursuant to this Use Agreement, for any reason by giving DISTRICT at least ninety (90) days' prior written notice.

SECTION 5. Removal of Improvements and Restoration of Premises

- 5.1. Upon the expiration or sooner termination of this Use Agreement, USER shall, at its own expense, remove IMPROVEMENTS and restore PREMISES, to a condition similar to or better than that which existed on the effective date of this Use Agreement, reasonable wear and tear excepted, provided, however that District, upon receipt of a written request from USER, may permit USER to leave all or portion of said IMPROVEMENT on PREMISES.

- 5.2. Prior to commencing the removal of any IMPROVEMENTS, USER shall apply for and obtain a permit from the Los Angeles County Public Works, Land Development Division, Encroachment Permits and Inspections Section.
- 5.3. Prior to commencing the removal of any IMPROVEMENTS, USER shall comply with the City's NFIP requirements, including but not limited to, pre-construction conditional letters of map change and post-construction letters of map change for FEMA flood maps.
- 5.4. If USER fails to remove IMPROVEMENTS and restore PREMISES within two (2) years of the expiration of this Use Agreement or sooner termination of USER'S use of PREMISES, pursuant to this Use Agreement, DISTRICT may remove IMPROVEMENTS.
- 5.5. If DISTRICT removes IMPROVEMENTS pursuant to Subsection 5.4, 5.6. or 5.7 DISTRICT shall submit a billing invoice to USER indicating the costs and expenses incurred by DISTRICT in connection with the removal of the IMPROVEMENTS and USER shall reimburse DISTRICT all such costs and expenses for removing said IMPROVEMENTS within thirty (30) days of the billing invoice.
- 5.6. DISTRICT shall have the right to immediately remove IMPROVEMENTS in the event DISTRICT determines, in good faith, that it is necessary for DISTRICT to enter and take exclusive possession of PREMISES in to order to respond to an emergency, as defined in Public Contract Code Section 1102.
- 5.7. DISTRICT shall have the right to immediately remove IMPROVEMENTS if changes in Federal, State or local laws, rules and regulations result in the presence or use of IMPROVEMENTS imposing additional regulatory burdens or impediments on the primary uses and purposes of PREMISES for stormwater management, including flood control, stormwater capture, and storm quality purposes, by DISTRICT and others (pursuant to DISTRICT'S permission).
- 5.8. Notwithstanding the foregoing, DISTRICT acknowledges that USER intends to issue tax-exempt bonds, obligations or other indebtedness ("Bonds") to finance the IMPROVEMENTS. The Internal Revenue Code of 1986, as amended, prohibits the use of tax-exempt Bond proceeds for Private Business Use, other than a de minimis amount. Therefore, if DISTRICT exercises its right to terminate this Use Agreement pursuant to the provisions hereof, and Bonds issued by USER or a related entity are outstanding, DISTRICT agrees not to allow any Private Business Use on the PREMISES so long as such Bonds are outstanding. "Private Business Use" means use (directly or indirectly) in a trade or business carried on by any Private Person other than use as a member of, and on the same basis

as, the general public. "Private Person" means any natural person or any artificial person, including a corporation, partnership, trust, or other entity, that is not a governmental unit and that is not acting solely and directly as an officer or employee of or on behalf of the City, the County or another Governmental Unit.

SECTION 6. Miscellaneous Terms and Conditions

6.1. Indemnification

6.1.1. In accordance with Government Code Section 895.4, DISTRICT and USER Agree to apportion responsibility and indemnification, notwithstanding any other provision of law, as follows:

6.1.1.1. USER shall indemnify, defend, and hold DISTRICT and the County of Los Angeles and their respective officers, employees, and agents harmless from, and against, any claims, demands, liability, damages, costs, and expenses, including, without limitation, involving bodily injury, death, or personal injury of any person or property damage of any nature whatsoever, arising from, or related to, the construction, reconstruction, maintenance, operation, use or removal of IMPROVEMENTS or USER'S breach of any term of this Use Agreement, except to the extent caused by the willful misconduct of DISTRICT.

6.1.1.2. DISTRICT shall indemnify, defend, and hold USER and its officers, employees and agents harmless from and against, any claims, demands, liability, damages, costs, and expenses including, without limitation, involving bodily injury, death, or personal injury of any person or property damage of any nature whatsoever, arising from or related to the construction, reconstruction, maintenance, operation, or removal of any improvements by DISTRICT on, above, or under PREMISES or arising from any and all uses of PREMISES by DISTRICT, except to the extent caused by the willful misconduct of USER.

6.1.2. USER releases DISTRICT and waives all rights to damages for any loss, costs, or expenses USER may sustain as a result of any damage to, or destruction of, IMPROVEMENTS or to PREMISES attributable to DISTRICT'S watershed management activities, including any flood control, water conservation or water quality activities on, or adjacent to, PREMISES, or attributable to any flooding caused by inadequacy or failure of DISTRICT'S facilities, except to the extent caused by DISTRICT'S willful misconduct.

- 6.1.3. Each party to this Use Agreement shall include the other within the protection of any indemnification clause contained in any ancillary contract relating to PREMISES.
- 6.2. Without limiting USER'S indemnification of DISTRICT, USER shall procure and maintain, in full force and effect during the term of this Use Agreement, insurance policies providing for the following insurance coverage:
- Commercial general liability and property damage coverage with a combined single limit liability in the amount of not less than Two Million Dollars (\$2,000,000) per occurrence.
  - Worker's Compensation coverage in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure, and provide legal defense for both DISTRICT and USER against any loss, claim, or damage arising from any injuries or occupational diseases occurring to any worker employed by, or any person retained by, USER while carrying out the work or services contemplated in this Use Agreement.
  - Automobile Liability Insurance: USER shall procure such policy with coverage of not less than One Million Dollars (\$1,000,000) per accident.
  - The County of Los Angeles and the Los Angeles County Flood Control District, their governing boards, officers, agents, contractors, and employees shall be named as Additional Insureds on all policies of liability insurance. USER shall furnish to DISTRICT a Policy of Insurance evidencing USER'S insurance coverage no later than ten (10) working days after execution of this Use Agreement, but before USER takes possession of PREMISES. Upon renewal of said policy, USER shall furnish to DISTRICT a Certificate evidencing USER'S continued insurance coverage as required herein.
  - DISTRICT may accept, should USER elect to provide, a Certificate of Self-Insurance. The limits of such self-insurance coverage shall meet or exceed those stated herein.
- 6.3. USER and DISTRICT shall have no financial obligation to each other under this Use Agreement, except as herein expressly provided.
- 6.4. The parties expressly recognize and intend that in consideration of this Use Agreement, which is solely for USER'S benefit, DISTRICT is not to incur any liability whatsoever for any injury, death, or property damage arising from any use of PREMISES or IMPROVEMENTS by persons who gain entry through openings or areas provided for USER'S use except as provided in Section 6.1.1.2.

- 6.5. DISTRICT, its Board, and any authorized officer, engineer, employee, or contractor, through its agents or representatives, shall have full right and authority to enter in and upon PREMISES at any and all reasonable times during the term of this Use Agreement, all without interference or hindrance by USER, its agents, officers, contractors, employees, or representatives for the purpose of inspecting the same and to serve or post any notice required or permitted by law for protection of any right or interest of DISTRICT.
- 6.6. Except as to fuels, lubricants, and products associated with motorized vehicles, equipment, gardening, or maintenance-related substances, or all of the above, USER shall not cause or allow the presence, use, storage, or disposal of any hazardous substances on or about PREMISES without the prior written consent of DISTRICT, which consent shall not be unreasonably denied. In the event of spillage, leakage, or escape of any hazardous substance onto PREMISES, USER shall immediately notify DISTRICT by calling (800) 675-4357. If the spillage, leakage, or escape was caused by USER, USER shall promptly remove any such substance from PREMISES to DISTRICT'S satisfaction. In addition to removing any of USER'S hazardous substances, USER shall be liable for and reimburse DISTRICT for any and all cost and expenses that DISTRICT may incur or suffer as a result thereof. Such responsibility shall include cost or expenses as DISTRICT may incur by reason of Federal, State, local, or other authoritative agency's laws and regulations. Notwithstanding the foregoing, USER shall have no responsibility regarding any spillage, leakage or escape associated with any of DISTRICT'S tenants, licensees, or easement holders.
- 6.7. USER shall also pay any application, administrative and processing costs, required in connection with this agreement. The charges will be based on the then-current applicable rates.
- 6.8. Any notice to be given or document to be delivered by DISTRICT or USER to the other party may be delivered in person to either party or by private courier or may be deposited in the United States mail, duly registered or certified, with postage prepaid and addressed to the party for whom intended as follows:

To DISTRICT: Los Angeles County Flood Control District  
 Survey/Mapping & Property Management Division  
 P.O. Box 1460  
 900 South Fremont Avenue, 10th Floor  
 Alhambra, CA 91802-1460  
 Telephone: (626) 458-7023 or (626) 458-7072  
 Fax: (626) 979-5322  
 For emergencies, contact (626) 458-HELP (4357)

To USER: City of Agoura Hills  
30001 Ladyface Court  
Agoura Hills, CA 91301  
Attention City Mayor  
Telephone: (818) 597-3700, Fax: (818) 597-7352

6.9. Execution in Counterparts.

6.9.1. This Use Agreement may be executed simultaneously or in any number of counterparts, including both counterparts that are executed manually on paper and counterparts that are in the form of electronic records and are executed electronically, whether digital or encrypted, each of which shall be deemed an original and together shall constitute one and the same instrument.

6.9.2. DISTRICT and USER hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on this Use Agreement and on any addenda or amendments thereto, delivered or sent via facsimile or electronic mail or other electronic means, as legally sufficient evidence that such original signatures have been affixed to this Use Agreement and any addenda or amendments thereto such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of "original" versions of such documents.

6.9.3. Further, DISTRICT and USER: (i) agree that an electronic signature of any party may be used to authenticate this Use Agreement or any addenda or amendment thereto, and if used, will have the same force and effect as a manual signature; (ii) acknowledge that if an electronic signature is used, the other party will rely on such signature as binding the party using such signature, and (iii) hereby waive any defenses to the enforcement of the terms of this agreement based on the foregoing forms of signature.

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This Use Agreement has been executed on behalf of DISTRICT and USER by and through their respective duly authorized representatives on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

DISTRICT:

LOS ANGELES COUNTY  
FLOOD CONTROL DISTRICT,  
a body corporate and politic

By: \_\_\_\_\_  
Greg Even  
Assistant Deputy Director

Date: \_\_\_\_\_

USER:

CITY OF AGOURA HILLS  
a municipal corporation

By: \_\_\_\_\_  
Chris Anstead  
City Mayor

Date: \_\_\_\_\_

ATTEST:

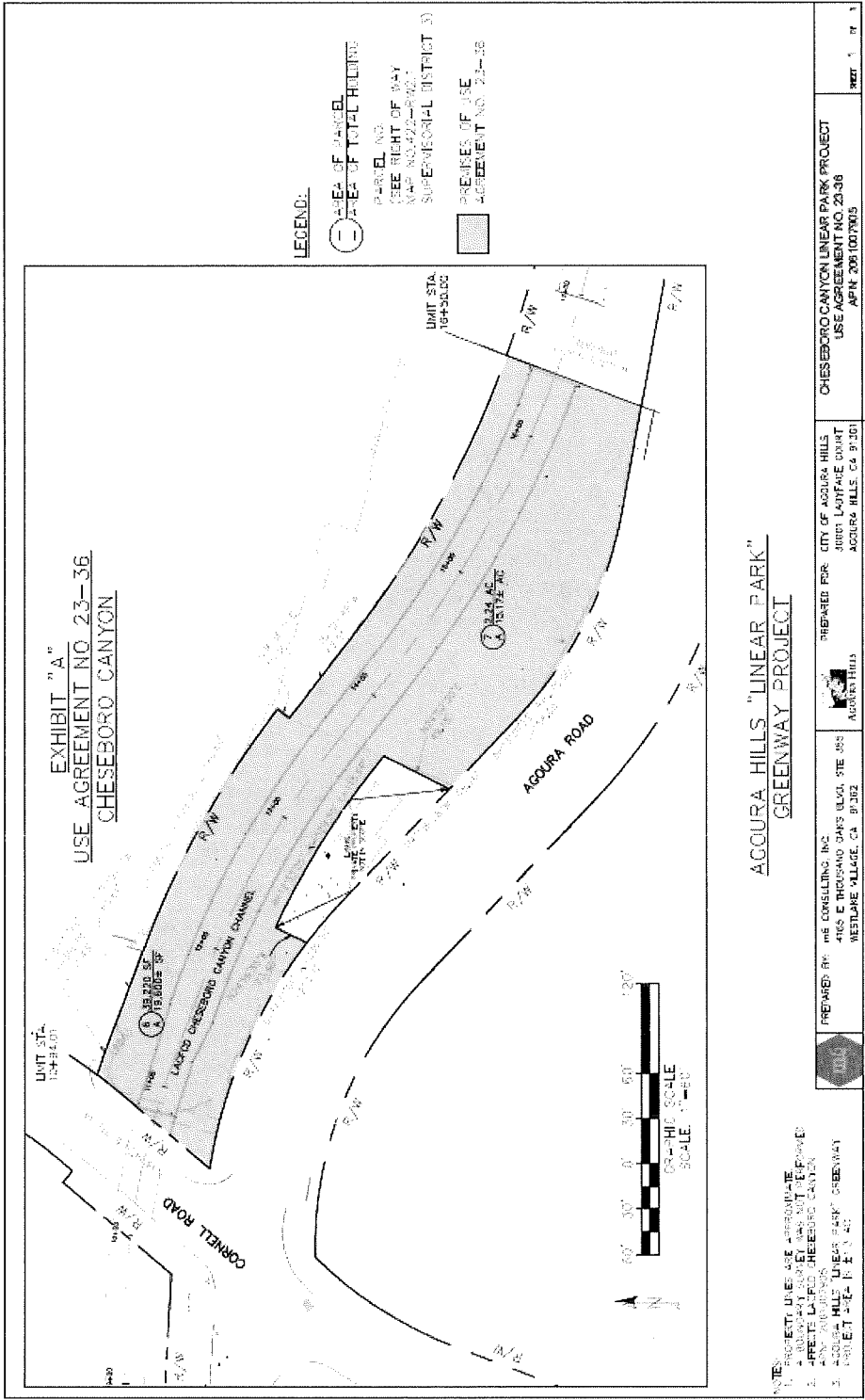
By: \_\_\_\_\_  
Kimberly M. Rodrigues, MMC  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Candice K. Lee  
City Attorney



**Exhibit A**  
(Map of Premises)



USER'S Initials \_\_\_\_\_  
DISTRICT'S Initials \_\_\_\_\_

**EXHIBIT B**  
**SCOPE OF WORK: LANDSCAPE MAINTENANCE**

<b>Action</b>	<b>Description</b>	<b>Frequency</b>
<b>Tree Trimming</b>	Remove dead, deceased, insect-infested and damaged branches and limbs	As needed
	Prune Elm, Eucalyptus, and Pepper trees	Every two (2) years
	Prune all other trees	Every three (3) years
	Dispose of all trees downed by natural or unnatural causes	As needed
<b>Tree Staking</b>	Install stakes when tree is damaged, requires support, or is less than three (3) inches in diameter	As needed
	Check ties, and stakes	Once (1) a month
<b>Shrubbery/ Vines Trimming</b>	Shrubs and vines shall be trimmed to restrict growth onto the adjacent roads, driveways, and walkways	As needed
	Shrubs should be trimmed to not grow taller than 4 feet, and no shorter than 3 1/2 feet	Once (1) a year, in March
	Trimming should look natural – no shearing	
	Remove dead or diseased plant materials	As needed
<b>Ground Cover Trimming and Care</b>	Keep ground covers adjacent to roadways away from paved surfaces	Twice (2) a year, in March and September
	Edges should look natural – no shearing	
<b>Ornamental Grass Trimming</b>	Trim vines and ornamental grass in an artisan-like manner – no scalping	Once (1) a year, in September.
	Ornamental grass and vines along bicycle trails	Twice (2) a year, in March and September
<b>Weed Control</b>	Keep landscaped areas free of weeds	Once (1) a week
	Remove all weeds from walkways, drainage areas, and cracks in all hard surface areas	Once (1) a week
<b>Litter Control</b>	Remove litter and accumulated debris from landscaped areas	Once (1) a week
	Empty and clean trash cans/receptacles	Once (1) a week
	Replace pet litter bags	Once (1) a week
	DO NOT handle hazardous waste materials	
<b>Watering and Irrigation System</b>	Operation of automatic irrigation controllers in a way to not cause excessive wetness	
	Inspect and maintain irrigation system	As needed
<b>Rodent Control</b>	Maintain all areas free of rodents, in compliance with Federal, State and local laws – to be completed by California Certified Applicator	As needed