

September 12, 2016 Regular Meeting

1. Meeting Agenda

Documents:

[CC160912_AGENDA_AMENDED.PDF](#)

2. Item 3A1

Second Reading and Adoption of Ordinance No. 409

Documents:

[CC160912_ITEM 3A1.PDF](#)

3. Item 3B2

Warrant Register No. 579

Documents:

[CC160912_ITEM 3B2.PDF](#)

4. Item 3B3

Approval of Minutes - August 8, 2016

Documents:

[CC160912_ITEM 3B3.PDF](#)

5. Item 3B4

City's Conflict of Interest Code

Documents:

[CC160912_ITEM 3B4.PDF](#)

6. Item 3B5

Professional Services Agreement with Kimley-Horn and Associates, Inc.

Documents:

[CC160912_ITEM 3B5.PDF](#)

7. Item 3B6

Amendment to Agreements for Biological Consulting Services

Documents:

[CC160912_ITEM 3B6.PDF](#)

8. Item 3B7

Amendment to Agreement with Fugro Consultants, Inc. to Provide Professional

Consulting Geology Services

Documents:

[CC160912_ITEM 3B7.PDF](#)

9. Item 3B8

Federal Surface Transportation Program - Local Funds Exchange

Documents:

[CC160912_ITEM 3B8.PDF](#)

10. Item 3B9

Assignment of Agreement to BrightView Landscape Services

Documents:

[CC160912_ITEM 3B9.PDF](#)

11. Item 3B10

Authorize Easement Agreement Contingent on Transfer of 2.3 Acres and Payment of \$500,000 in Accordance with La Paz Development Agreement

Documents:

[CC160912_ITEM 3B10.PDF](#)

12. Item 4A

Local Coastal Program Amendment Nos. 09-006 and 10-003 - Correction of Placement of the Parkland and Trails Dedication Incentive Map within the Local Coastal Program

Documents:

[CC160912_ITEM 4A.PDF](#)

[CC160912_ITEM 4A_SUPPLEMENTAL.PDF](#)

13. Item 6A

Fred Ward Photography Art Exhibit in City Hall

Documents:

[CC160912_ITEM 6A.PDF](#)

14. Item 7A

Appointment to the Public Safety Commission

Documents:

[CC160912_ITEM 7A.PDF](#)

15. Item 7B

Potential Uses for Trancas Field (Mayor Pro Tem Peak)

Documents:

[CC160912_ITEM 7B.PDF](#)

Amended¹ Malibu City Council
Regular Meeting Agenda

Monday, September 12, 2016

6:00 P.M. – CLOSED SESSION

*City Hall – Westward Room
23825 Stuart Ranch Road*

6:30 P.M. – REGULAR CITY COUNCIL MEETING

*City Hall – Council Chambers
23825 Stuart Ranch Road*

Six p.m. **Closed Session**

This time has been set aside for the City Council to meet in a closed session to discuss matters pursuant to Government Code Sections 54956.9(d)(2) and 54956.9(d)(4). Based on the advice of the City Attorney, discussion in open session concerning these matters would prejudice the position of the City in this litigation. The City Attorney will give an additional oral report regarding the Closed Session at the beginning of the next regular City Council meeting. At the conclusion of the Closed Session, the Council may continue any item listed on the Closed Session agenda to the Open Session agenda for discussion or to take formal action as it may deem appropriate.

Public Comment on Closed Session Items

Conference with Legal Counsel – Anticipated litigation pursuant to Government Code Section 54956.9(d)(2):

1. *Number of Cases: 1
Communication from Rick Zeilenga on behalf of Richard and Shawn Sperber requesting a tolling agreement in lieu of filing a lawsuit challenging the City's stop work orders for the property at 6847 Wildlife Road*

Conference with Legal Counsel – Initiation of litigation pursuant to Government Code Section 54956.9(d)(4):

2. *Conference with Legal Counsel – Initiation of litigation pursuant to Government Code Section 54956.9(d)(4)
Number of cases: 1*

Six-thirty p.m. **Regular Session**

Public Hearings will begin at 6:30 p.m., or as soon thereafter as possible, but in no event later than 7:30 p.m.

Call to Order - Mayor

Roll Call - Recording Secretary

Pledge of Allegiance

Closed Session Report

Approval of Agenda

1 See addition of Closed Session Items

Report on Posting of Agenda – September 1, 2016; Amended Agenda posted September 7, 2016**1. Ceremonial/Presentations**

- A. Presentation of City Tile to Miriam Woodrow, Human Resources Manager, for Seven Years of Service to the City
- B. Los Angeles County Sheriff's Department Beach Team Commendations
- C. Proclamation Declaring September 15, 2016 as "Imagine a Day Without Water"
- D. Proclamation Declaring September 19 to September 23, 2016 as Septic Smart Week

2. Written and Oral Communications from the Public

- A. Communications from the Public concerning matters which are not on the agenda but for which the City Council has subject matter jurisdiction. City Council may not act on these matters except to refer the matters to staff or schedule the matters for a future agenda.
- B. Commission / Committee / City Manager Updates
- C. City Council Subcommittee reports / Mayor and Councilmember meeting attendance, reports and inquiries

3. Consent Calendar**A. Previously Discussed Items****1. Second Reading and Adoption of Ordinance No. 409**

Recommended Action: Conduct second reading, unless waived, and adopt Ordinance No. 409 determining the project is categorically exempt from the California Environmental Quality Act and amending Malibu Municipal Code Chapter 5.34 (Special Events).

Staff contact: Acting City Clerk Glaser, 456-2489 ext. 228

B. New Items**1. Waive Further Reading**

Recommended Action: After the City Attorney has read the title, waive full reading of ordinances considered on this agenda for introduction on first reading and/or second reading and adoption.

Staff contact: City Attorney Hogin, 456-2489 ext. 228

2. Approve Warrants

Recommended Action: Allow and approve warrant demand numbers 48304-48452 listed on the register from the General Fund and direct the City Manager to pay out the funds to each of the claimants listed in Warrant Register No. 579 in the amount of the warrant appearing opposite their names, for the purposes stated on the respective demands in a total amount of \$1,396,980.38. City of Malibu payroll check numbers 4692-4696 and ACH deposits were issued in the amount of \$159,179.67.

Staff contact: Assistant City Manager Soghor, 456-2489 ext. 224

3. Approval of Minutes

Recommended Action: Approve the minutes for the August 8, 2016 Regular City Council meeting.

Staff contact: Acting City Clerk Glaser, 456-2489 ext. 228

4. City's Conflict of Interest Code

Recommended Action: Adopt Resolution No. 16-39 adopting the City's Conflict of Interest Code and repealing Resolution No. 15-15.

Staff contact: Acting City Clerk Glaser, 456-2489 ext. 228

5. Professional Services Agreement with Kimley-Horn and Associates, Inc.

Recommended Action: Authorize the City Manager to execute a Professional Services Agreement with Kimley-Horn and Associates, Inc. in an amount not to exceed \$494,840 for engineering design services for the design of the Civic Center Way Improvements Project.

Staff contact: Public Works Director Brager, 456-2489 ext. 247

6. Amendments to Agreements for Biological Consulting Services

Recommended Action: 1) Authorize the City Manager to execute Amendment No. 1 to Agreement with Compliance Biology, Inc. to provide biological consulting services; and 2) Authorize the City Manager to execute Amendment No. 1 to Agreement with Rincon Consultants, Inc. to provide biological consulting services.

Staff contact: Planning Director Blue, 456-2489 ext. 258

7. Amendment to Agreement with Fugro Consultants, Inc. to Provide Professional Consulting Geology Services

Recommended Action: Authorize the City Manager to execute Amendment No. 1 to Agreement with Fugro Consultants, Inc. to update the Scope of Work and Cost Schedule, and to allow for a two-year extension of the existing agreement through June 30, 2018.

Staff contact: Environmental Sustainability Director George, 456-2489 ext. 229

8. Federal Surface Transportation Program – Local Funds Exchange

Recommended Action: Authorize the City Manager to execute the Exchange Agreement and Assignment of Federal Surface Transportation Program - Local Funds (Agreement).

Staff contact: Public Works Director Brager, 456-2489 ext. 247

9. Assignment of Agreement to BrightView Landscape Services

Recommended Action: Authorize the City Manager to execute an Assignment of Agreement with ValleyCrest Landscape Maintenance, transferring its interest in the Agreement to BrightView Landscape Services.

Staff contact: City Manager Feldman, 456-2489 ext. 226

10. Authorize Easement Agreement Contingent on Transfer of 2.3 Acres and Payment of \$500,000 in Accordance with La Paz Development Agreement

Recommended Action: Adopt Resolution No. 16-41 approving an Easement Agreement, conditioned on grant to the City of 2.3 acre Parcel C located at 3700 La Paz Lane and payment of \$500,000 to the City pursuant to Development Agreement dated November 8, 2008, and finding the project exempt from the California Environmental Quality Act.

Staff contact: City Manager Feldman, 456-2489 ext. 226

4. **Ordinances and Public Hearings**

A. Local Coastal Program Amendment Nos. 09-006 and 10-003 – Correction of Placement of the Parkland and Trails Dedication Incentive Program Map within the Local Coastal Program

Recommended Action: 1) Adopt Resolution No. 16-40 approving a correction to Local Coastal Program Amendment (LCPA) No. 10-003 amending the Land Use Plan (LUP) to incorporate the Parkland and Trails Dedication Incentive Program Map to incorporate the California Coastal Commission’s suggested modifications and determining the LCPA is statutorily exempt from the California Environmental Quality Act; 2) After the City Attorney reads the title, introduce on first reading Ordinance No. 410 approving a correction to LCPA No. 09-006 amending Local Implementation Plan (LIP) to remove the Parkland and Trails Dedication Incentive Program Map to incorporate the California Coastal Commission’s suggested modifications; and 3) Direct staff to schedule second reading and adoption of Ordinance No. 410 for the September 26, 2016 Regular City Council meeting.

Staff contact: Planning Director Blue, 456-2489 ext. 258

5. **Old Business**

None.

6. New Business

A. Fred Ward Photography Art Exhibit in City Hall

Recommended Action: At the recommendation of the Cultural Arts Commission: 1) Approve the installation of a photography exhibit featuring Fred Ward’s historical work; and 2) Appropriate \$2,000 from the General Fund Undesignated Reserve to Account No. 100-4001-6170 (General Recreation Events).

Staff contact: City Manager Feldman, 456-2489 ext. 226

7. Council Items

A. Appointment to the Public Safety Commission

Recommended Action: Councilmember House to make her appointment to the Public Safety Commission.

Staff contact: Acting City Clerk Glaser, 456-2489, ext. 228

B. Potential Uses for Trancas Field (Mayor Pro Tem Peak)

Recommended Action: At the request of Mayor Pro Tem Peak, 1) Discuss the potential uses for Trancas Field, including the development of a skate park; 2) Discuss the opportunity to receive a donation for the Johnny Strange Memorial Skate Park; and 3) Provide direction to staff.

Staff contact: City Manager Feldman, 456-2489 ext. 226

Adjournment

Future Meetings

Monday, September 26, 2016	6:30 p.m.	Regular City Council Meeting	City Hall Council Chambers
Monday, October 10, 2016	6:30 p.m.	Regular City Council Meeting	City Hall Council Chambers
Monday, October 24, 2016	6:30 p.m.	Regular City Council Meeting	City Hall Council Chambers

Guide to the City Council Proceedings

The Oral Communication portion of the agenda is for members of the public to present items, which are not listed on the agenda but are under the subject matter jurisdiction of the City Council. No action may be taken under, except to direct staff unless the Council, by a two-thirds vote, determines that there is a need to take immediate action and that need came to the attention of the City after the posting of the agenda. Although no action may be taken, the Council and staff will follow up, at an appropriate time, on those items needing response. Each speaker is limited to three (3) minutes. Time may be surrendered by deferring one (1) minute to another speaker, not to exceed a total of eight (8) minutes. The speaker wishing to defer time must be present when the item is heard. In order to be recognized and present an item, each speaker must complete and submit to the Recording Secretary a Request to Speak form prior to the beginning of the item being announced by the Mayor (forms are available outside the Council Chambers). Speakers are taken in the order slips are submitted.

Items in Consent Calendar Section A have already been considered by the Council at a previous meeting where the public was invited to comment, after which a decision was made. These items are not subject to public discussion at this meeting because the vote taken at the previous meeting was final. Resolutions concerning decisions made at previous meetings are for the purpose of memorializing the decision to assure the accuracy of the findings, the prior vote, and any conditions imposed.

Items in Consent Calendar Section B have not been discussed previously by the Council. If discussion is desired, an item may be removed from the Consent Calendar for individual consideration. Councilmembers may indicate a negative or abstaining vote on any individual item by so declaring prior to the vote on the motion to adopt the entire Consent Calendar. Items excluded from the Consent Calendar will be taken up by the Council following the action on the Consent Calendar. The Council first will take up the items for which public speaker requests have been submitted. Public speakers shall follow the rules as set forth under Oral Communication.

For Public Hearings involving zoning matters the appellant and applicant will be given 15 minutes each to present their position to the City Council, including rebuttal time. All other testimony shall follow the rules as set forth under Oral Communication.

Old Business items have appeared on previous agendas but have either been continued or tabled to this meeting with no final action having been taken. Public comment shall follow the rules as set forth under Oral Communication.

Items in New Business are items, which are appearing for the first time for formal action. Public comment shall follow the rules as set forth under Oral Communication.

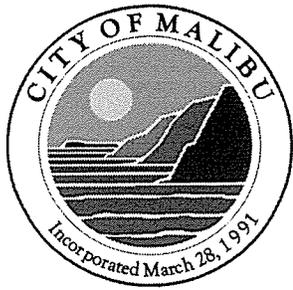
City Council Items are items, which individual members of the City Council may bring up for action, to propose future agenda items or to suggest future staff assignments. No new items will be taken-up after 10:30 p.m. without a two-thirds vote of the City Council.

City Council meetings are aired live and replayed on City of Malibu Government Access Channel 3 and on the City's website at www.malibucity.org/video. Copies of the staff reports or other written documentation relating to each item of business described above are on file in the office of the City Clerk, Malibu City Hall, 23825 Stuart Ranch Road, Malibu, California, and are available for public inspection during regular office hours, which are 7:30 a.m. to 5:30 p.m. Monday through Thursday and 7:30 a.m. to 4:30 p.m. Friday. Written materials distributed to the City Council within 72 hours of the City Council meeting are available for public inspection immediately upon distribution in the City Clerk's office at 23825 Stuart Ranch Road, Malibu, California (Government Code Section 54957.5.b.2). Copies of staff reports and written materials may be purchased for \$0.10 per page. Pursuant to State law, this agenda was posted at least 72 hours prior to the meeting.

The City Hall phone number is (310) 456-2489. To contact City Hall using a telecommunication device for the deaf (TDD), please call (800) 735-2929 and a California Relay Service operator will assist you. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact Environmental Sustainability Director Craig George, (310) 456-2489, ext. 229. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. [28 CFR 35.102-35.104 ADD Title II]. Requests for use of audio or video equipment during a Council meeting should be directed to Alex Montano at (310) 456-2489 ext. 227 or amontano@malibucity.org. Material must be submitted by 12:00 p.m. on the meeting day.

I hereby certify under penalty of perjury, under the laws of the State of California that the foregoing agenda was posted in accordance with the applicable legal requirements. Regular and Adjourned Regular meeting agendas may be amended up to 72 hours in advance of the meeting. Dated this 7th day of September 2016.


Heather Glaser, City Clerk



Council Agenda Report

To: Mayor La Monte and the Honorable Members of the City Council

Prepared by: Heather Glaser, Acting City Clerk

Approved by: Reva Feldman, City Manager 

Date prepared: August 23, 2016 Meeting date: September 12, 2016

Subject: Second Reading and Adoption of Ordinance No. 409

RECOMMENDED ACTION: Conduct second reading, unless waived, and adopt Ordinance No. 409 determining the project is categorically exempt from the California Environmental Quality Act and amending Malibu Municipal Code Chapter 5.34 (Special Events).

FISCAL IMPACT: None.

DISCUSSION: At the Regular City Council meeting on August 22, 2016, the City Council introduced on first reading Ordinance No. 409.

Ordinance No. 409 is presented to the City Council for adoption.

ATTACHMENTS: Ordinance No. 409

ORDINANCE NO. 409

AN ORDINANCE OF THE CITY OF MALIBU DETERMINING THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND AMENDING MALIBU MUNICIPAL CODE CHAPTER 5.34 (SPECIAL EVENTS)

The City Council of the City of Malibu does hereby ordain as follows:

SECTION 1. Environmental Review.

This Ordinance has been determined to be exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15061(b)(3) because there is no possibility that this Ordinance may have a significant effect on the environment.

SECTION 2. Amendment.

A. Amend MMC Section 5.34.040 (Special Event Permit Issuance) to read as follows:

- A. The city manager, or his or her designee, shall issue a permit for special events that meet the requirements of this chapter within ten business days of receipt of a complete application. The city manager may impose conditions on the permit to protect against the event becoming a nuisance to the surrounding neighborhood due to the number of people in attendance, the amount of traffic to be generated, the type and volume of amplified music or entertainment to be utilized and other similar considerations. Conditions shall take into account the size of the residential property, the capacity of the street on which it is located, the availability of parking and the proximity to neighbors.
- B. Ten (10) days prior to the event, or on the date of permit issuance, whichever is later, the event host or property owner(s) shall post a Notice of Special Event provided by the city in a conspicuous location on the property that is visible from the adjacent street. The Notice may be mounted to the exterior of the building, mailbox, fences, or mounted on a stake. The notice shall state the time, location and nature of the event, and applicant name and phone number.

SECTION 3. Severability. If any section, subsection, phrase, or clause of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.

Ordinance No. 409
Page 2 of 2

The City Council hereby declares that it would have passed this ordinance and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrases, or clauses be declared unconstitutional.

SECTION 4. The City Clerk shall certify to the passage and adoption of the ordinance and enter it into the book of original ordinances.

PASSED, APPROVED AND ADOPTED this ____ day of ____ 2016.

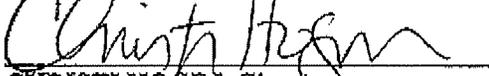
LOU LA MONTE, Mayor

ATTEST:

HEATHER GLASER, Acting City Clerk

Date: _____

APPROVED AS TO FORM:



CHRISTI HOGIN, City Attorney

Item
3.B.2.

WARRANT REGISTER NO. 579

On September 12, 2016, the Malibu City Council allowed and approved the above warrant demand numbers 48304 – 48452 from the General Fund. The City Manager is hereby directed to pay out the funds named hereon to each of the claimants listed above, the amount appearing opposite their name for the purpose stated on the respective demands, making a total of \$1,396,980.38. City of Malibu payroll check numbers 4692 - 4696 and ACH deposits were issued in the amount of \$159,179.67.

PASSED, APPROVED and ADOPTED this 12th day of September 2016.

Lou La Monte
Mayor

ATTEST:

Heather Glaser
Acting City Clerk

CERTIFICATE

In accordance with Government Code Section 37202, I certify that the above demands are accurate and that funds are available for payment thereof. This certification is based on an examination of source documents relating to randomly selected sample of transactions and analysis of cash flow reports.

EXECUTED this 12th day of September 2016, AT MALIBU, CALIFORNIA

Reva Feldman
City Manager

Accounts Payable

Checks by Date - Summary By Check Number

User: rneermann
Printed: 9/1/2016 - 9:09 AM



Check Number	Vendor No	Vendor Name	Check Date	Check Amount
48304	ACCOUNT	OfficeTeam A Robert Half Compa	08/11/2016	4,168.90
48305	ACORN	J Bee NP Publishing LTD	08/11/2016	304.00
48306	ANAWALT	Anawalt Lumber Co., Inc	08/11/2016	346.72
48307	CCCA	California Contract Cities Associa	08/11/2016	1,700.00
48308	CRPRINT	CR PRINT	08/11/2016	717.77
48309	DFS	DFS Flooring LP	08/11/2016	26,551.00
48310	DIRECT	DirecTV, Inc.	08/11/2016	59.99
48311	DUTHIEEL	Duthie Electrical Services	08/11/2016	755.00
48312	EFRAIM	Kena Efraim	08/11/2016	570.00
48313	ELYJRS	Hilario Simental Jr	08/11/2016	920.00
48314	FEDEXP	FedEx	08/11/2016	24.70
48315	FRONTIER	Frontier California Inc	08/11/2016	2,199.06
48316	GARSMAT	Mattie S Garske	08/11/2016	300.00
48317	GOVERN	Governmental Financial Service	08/11/2016	1,680.00
48318	JENKINS	Jenkins & Hogin, LLP	08/11/2016	49,164.70
48319	JOBSAVA	Jobs Available Inc	08/11/2016	507.00
48320	KORTS	Shaun M Kort	08/11/2016	735.00
48321	KUSTOM	Kustom Signals, Inc	08/11/2016	487.56
48322	LACOCLE	LA County Registrar-Recorder LA	08/11/2016	75.00
48323	LACOCLE	LA County Registrar-Recorder LA	08/11/2016	75.00
48324	LACOCLE	LA County Registrar-Recorder LA	08/11/2016	75.00
48325	LACOCLE	LA County Registrar-Recorder LA	08/11/2016	75.00
48326	LAWSON	Skylar Lawson	08/11/2016	3,857.00
48327	LEAGUE	League Of California Cities	08/11/2016	50.00
48328	MALICOM	Malibu Comm Labor Exchange	08/11/2016	582.00
48329	MALYEL	Khaled R. Karame	08/11/2016	13,266.25
48330	MASTER	Master Cooling Corporation	08/11/2016	3,440.76
48331	NAICKER	Vasudevan Naicker	08/11/2016	125.00
48332	OTTOMEL	Melissa Otto	08/11/2016	665.00
48333	PETRETTI	Justine Petretti	08/11/2016	285.00
48334	RECTOR	Christy Rector	08/11/2016	253.42
48335	REGENCY	Regency Enterprises Inc	08/11/2016	156.39
48336	RPBARRI	R P Barricade, Inc.	08/11/2016	526.59
48337	SWINGJ	James Swing	08/11/2016	294.70
48338	UNDERGR	Underground Service Alert/SC	08/11/2016	61.50
48339	USBANK	U.S. Bank	08/11/2016	20,985.28
48340	VERIZON	Verizon Wireless Services LLC	08/11/2016	100.24
48341	VIAWEST	ViaWest Inc	08/11/2016	971.38
48342	WHISLER	Penny Whisler	08/11/2016	58.00
48343	XANADU	Xanadu Service System	08/11/2016	2,050.00
48344	XEROX	Xerox Corporation	08/11/2016	411.92
48345	YOUNGBRU	Bruce Young	08/11/2016	609.00
48346	ICMA457	ICMA Retirement Trust 457 - 303	08/11/2016	14,425.15
48347	ICMACM	ICMA 401-Plan # 108658	08/11/2016	496.15
48348	ICMADH	ICMA 401-Plan # 108650	08/11/2016	576.90

Check Number	Vendor No	Vendor Name	Check Date	Check Amount
48349	PERSRET	CalPERS Retirement	08/11/2016	31,530.30
48350	USBANK2	U.S. Bank	08/11/2016	1,448.55
48351	CHILDWO	Children's Creative Workshop	08/18/2016	2,000.00
48352	COMASST	Community Assistance Resource	08/18/2016	2,000.00
48353	EMILYSHA	The Emily Shane Foundation	08/18/2016	2,500.00
48354	MALIBUAD	Malibu Adamson House Foundati	08/18/2016	2,000.00
48355	MALIBUJE	Malibu Jewish Center & Synagog	08/18/2016	6,000.00
48356	SHARK	The Shark Fund	08/18/2016	10,000.00
48357	22CENMED	Freedom Media LLC/ 22nd Centu	08/18/2016	292.50
48358	ACCESS	Access Information Holdings LLC	08/18/2016	3,572.99
48359	ACCOUNTE	OfficeTeam A Robert Half Compa	08/18/2016	2,962.50
48360	AEGIS	AEGIS Security & Investigations	08/18/2016	180.00
48361	AQUACHEM	Aqua H2O Solutions Inc	08/18/2016	348.80
48362	BALLONST	Ballon Stoll Bader & Nadler PC	08/18/2016	300.00
48363	BOWEN	Timothy D Bowen	08/18/2016	1,267.00
48364	BUNCH	Khwanwanith Bunchasansiri	08/18/2016	55.00
48365	CCMF2	CA City Management Foundation	08/18/2016	400.00
48366	DIGITALT	Digital Telecommunications Corp	08/18/2016	82.50
48367	EDD	Employment Development Dept	08/18/2016	703.00
48368	FEDEXP	FedEx	08/18/2016	125.18
48369	Fugro	Fugro Consultants, Inc.	08/18/2016	16,195.55
48370	GOVCONN	GovConnection Inc	08/18/2016	883.07
48371	IPC INC	Integrated Performance Consultan	08/18/2016	525.00
48372	LACOCLE	LA County Registrar-Recorder LA	08/18/2016	75.00
48373	LACOCLE	LA County Registrar-Recorder LA	08/18/2016	75.00
48374	LACOCLE	LA County Registrar-Recorder LA	08/18/2016	75.00
48375	LACOCLE	LA County Registrar-Recorder LA	08/18/2016	75.00
48376	LACOCLE	LA County Registrar-Recorder LA	08/18/2016	75.00
48377	LACOCLE	LA County Registrar-Recorder LA	08/18/2016	75.00
48378	LACOWAT	LA Co MalibuTreasurer-Waterwo	08/18/2016	23,094.09
48379	LAMONTE	Lou La Monte	08/18/2016	176.82
48380	LAWSONS	Skylar Lawson	08/18/2016	3,654.00
48381	LEVC	Cheryl Lev	08/18/2016	2,450.70
48382	MALIFRIE	Malibu Friends of Music	08/18/2016	469.75
48383	MCAFEE	Cynthia McAfee	08/18/2016	750.00
48384	MIMIAGA	Stephen Robert Mimiaga	08/18/2016	98,661.50
48385	MOOREE	Evan Moore	08/18/2016	1,470.00
48386	MRROOT	Mr. Rooter Plumbing	08/18/2016	34.00
48387	NAICKERV	Vasudevan Naicker	08/18/2016	100.00
48388	NEERMANN	Renee Neermann	08/18/2016	149.87
48389	PRECISI	Precision Business Machine Inc	08/18/2016	946.40
48390	RAMOSW	Wilmer Ramos	08/18/2016	240.00
48391	REGENCYL	Regency Enterprises Inc	08/18/2016	116.88
48392	SARTORIU	Valentina Sartorius	08/18/2016	60.00
48393	SCEDISO	Southern California Edison Comp	08/18/2016	3,567.85
48394	SMASH	Smash Athletics Inc	08/18/2016	391.08
48395	STAPLES	Staples Contract & Commercial Ir	08/18/2016	1,333.13
48396	STECKATH	Kathleen Stecko	08/18/2016	31.34
48397	VALLEYCR	ValleyCrest Landscape Maintenan	08/18/2016	17,647.00
48398	WHITNEYN	Nurit Whitney	08/18/2016	61.02
48399	YOUNGBRU	Bruce Young	08/18/2016	721.00
48400	accounte	OfficeTeam A Robert Half Compa	08/25/2016	4,237.70
48401	APA	American Planning Association	08/25/2016	630.00
48402	AQUACHEM	Aqua H2O Solutions Inc	08/25/2016	348.89
48403	CINTAS	Cintas Corporation #2	08/25/2016	1,325.00

Check Number	Vendor No	Vendor Name	Check Date	Check Amount
48404	CRPRINT	CR PRINT	08/25/2016	2,484.66
48405	DAPEERR	Dapeer Rosenblit & Litvak LLP	08/25/2016	698.36
48406	ELYJRS	Hilario Simental Jr	08/25/2016	920.00
48407	EMPIRE	Empire Chemical Company Inc	08/25/2016	440.97
48408	FEDEXP	FedEx	08/25/2016	71.97
48409	FRONTIER	Frontier California Inc	08/25/2016	872.08
48410	GALL	Galls LLC	08/25/2016	108.46
48411	GOVCONN	GovConnection Inc	08/25/2016	106.08
48412	GRAINGER	W.W. Grainger,Inc	08/25/2016	516.79
48413	GRANICUS	Granicus, Inc	08/25/2016	1,200.00
48414	GRAPHICC	Graphic Consultants, Inc	08/25/2016	6,248.97
48415	HDL	Hinderliter, deLlamas, & Assoc	08/25/2016	2,905.00
48416	HDL2	HdL Coren & Cone	08/25/2016	745.00
48417	HYPERNET	HyperNet, Inc	08/25/2016	2,890.00
48418	KIRCBRI	Brian Kircher	08/25/2016	60.83
48419	LACOANI	LA Co Animal Care & Control	08/25/2016	3,350.89
48420	LACOSHE	LA Co Sheriff'S Department	08/25/2016	694,572.55
48421	LACOWAT	LA Co MalibuTreasurer-Waterwo	08/25/2016	728.35
48422	LIEBERT	LIEBERT CASSIDY WHITMOR	08/25/2016	1,855.00
48423	MADSONK	Kevin Madson	08/25/2016	7,410.00
48424	MALIBUHI	Malibu High School PTSA	08/25/2016	1,800.00
48425	MALITIM	Malibu Times	08/25/2016	244.00
48426	MASTERCO	Master Cooling Corporation	08/25/2016	1,881.17
48427	McCRORYC	Charles McCrory	08/25/2016	450.00
48428	MCDERMO2	McDermott Pumping, Inc.	08/25/2016	610.00
48429	NATIONA	National Construction Rentals, Inc	08/25/2016	382.60
48430	NEXTEL	Nextel / Sprint Communication	08/25/2016	90.76
48431	ODELT	Theresa Odello	08/25/2016	40.00
48432	PRECISI	Precision Business Machine Inc	08/25/2016	561.15
48433	PUBLICSA	Public Safety Technologies Inc	08/25/2016	264.00
48434	PURCHAS	Purchase Power	08/25/2016	3,000.00
48435	PURGE	Purge	08/25/2016	58.00
48436	RANDALLM	Marny Randall	08/25/2016	563.00
48437	REMOTESA	Remote Satellite Systems Int'l	08/25/2016	105.00
48438	RIVERSI	Riverside Rubber Stamp & Engra	08/25/2016	66.02
48439	RONDBERG	Danelle Rondberg	08/25/2016	58.00
48440	ROUNDSTA	Round Star West LLC	08/25/2016	745.50
48441	RPBARRI	R P Barricade, Inc.	08/25/2016	822.38
48442	SHERWINW	The Sherwin-Williams Co.	08/25/2016	142.05
48443	STORAGE	StorageContainer.com	08/25/2016	198.00
48444	SWANK	Swank Motion Pictures, Inc.	08/25/2016	353.00
48445	SWIMFIT	Swim Fit LA	08/25/2016	7,213.50
48446	TELEPAC	TelePacific Communications	08/25/2016	1,747.86
48447	USBANK3	US Bank Attn V. Charmaine Hunt	08/25/2016	153,836.55
48448	USBANK3	US Bank Attn V. Charmaine Hunt	08/25/2016	73,221.19
48449	VALLEYCR	ValleyCrest Landscape Maintenanc	08/25/2016	15,416.70
48450	VISIONS2	Visions Teen Center	08/25/2016	100.00
48451	ZHAO	Yun Zhao	08/25/2016	392.00
48452	ZIFANG	Su Zifang	08/25/2016	203.00

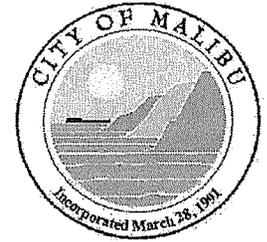
Report Total:

1,396,980.38

Accounts Payable

Transactions by Account

User: meermann
 Printed: 09/01/2016 - 9:09AM
 Batch: 00000.00.0000



Checks from: 00048304 To: 00048452

Account Number	description	Vendor	Description	Check No	Amount
Fund: 100					
Dept:0000					
100-0000-2021-00	COBRA Payable	CalPERS Retirement	PR 11.08.2016 PERS EEShare - I	48349	358.12
100-0000-2021-00	COBRA Payable	CalPERS Retirement	PR 11.08.2016 PERS ERShare - I	48349	488.99
Vendor Subtotal for Dept:0000					847.11
Dept:0000					
100-0000-3202-00	Film Permit Fees	Purge	Refund Film Permit Fee #16-164	48345	58.00
Vendor Subtotal for Dept:0000					58.00
Dept:0000					
100-0000-3202-00	Film Permit Fees	Danelle Rondberg	Refund Film Permit Fees - Permit	48439	58.00
Vendor Subtotal for Dept:0000					58.00
Dept:0000					
100-0000-3202-00	Film Permit Fees	Penny Whisler	Refund Film Permit Fee #16-133-	48342	58.00
Vendor Subtotal for Dept:0000					58.00
Dept:0000					
100-0000-3466-00	Swim Use & Program Fee	Khwanwanith Bunchasansiri	Refund-Swim Starfish Level-Thaj	48364	55.00
Vendor Subtotal for Dept:0000					55.00
Dept:0000					
100-0000-3467-00	Day Camp Fees	Kena Efraim	Refund-Surf Camp S8-Benjamin/	48312	570.00

Account Number	description	Vendor	Description	Check No	Amount
					Vendor Subtotal for Dept:0000
					570.00
Dept:0000					
100-0000-3467-00	Day Camp Fees	Justine Petretti	Refund-Surf Camp S8-Taj-schedu	48333	285.00
					Vendor Subtotal for Dept:0000
					285.00
Dept:3001					
100-3001-5722-00	Electricity	Southern California Edison Company	Broad Beach-Jul'16	48393	26.74
100-3001-5722-00	Electricity	Southern California Edison Company	St Lighting-Jul'16	48393	1,542.48
					Vendor Subtotal for Dept:3001
					1,569.22
Dept:3001					
100-3001-6160-00	Operating Supplies	Anawalt Lumber Co., Inc	Public Works Supplies	48306	1.29
					Vendor Subtotal for Dept:3001
					1.29
Dept:3001					
100-3001-6160-00	Operating Supplies	R P Barricade, Inc.	Sign for Merritt Dr.	48336	93.31
100-3001-6160-00	Operating Supplies	R P Barricade, Inc.	No Parking signs	48336	433.28
100-3001-6160-00	Operating Supplies	R P Barricade, Inc.	Speed Limit Signs	48441	822.38
					Vendor Subtotal for Dept:3001
					1,348.97
Dept:3001					
100-3001-6160-00	Operating Supplies	Underground Service Alert/SC	Dig Alerts-Jul'16	48338	61.50
					Vendor Subtotal for Dept:3001
					61.50
Dept:3001					
100-3001-6160-00	Operating Supplies	U.S. Bank	Hart T-Maintenance supplies-boot	48339	214.99
					Vendor Subtotal for Dept:3001
					214.99
Dept:3007					
100-3007-5721-00	Telephone	Frontier California Inc	Phone-Civic Center STF	48315	143.28

Account Number	description	Vendor	Description	Check No	Amount
					Vendor Subtotal for Dept:3007
					143.28
Dept:3008					
100-3008-5107-00	Contract Personnel	OfficeTeam A Robert Half Company	Temp Staffing-PW-William W-W	48304	1,080.00
100-3008-5107-00	Contract Personnel	OfficeTeam A Robert Half Company	Temp Staffing-PW-White-WE 08,	48400	1,080.00
100-3008-5107-00	Contract Personnel	OfficeTeam A Robert Half Company	Temp Staffing-PW-White-WE 08,	48400	1,080.00
					Vendor Subtotal for Dept:3008
					3,240.00
Dept:3008					
100-3008-5300-00	Travel and Training	U.S. Bank	Brager B-APWA meeting	48339	35.00
					Vendor Subtotal for Dept:3008
					35.00
Dept:3008					
100-3008-6160-00	Operating Supplies	Staples Contract & Commercial Inc	Office supplies-Public Works	48395	47.11
					Vendor Subtotal for Dept:3008
					47.11
Dept:3008					
100-3008-6160-00	Operating Supplies	U.S. Bank	Ayala B-CCWWTF groundbreaki	48339	65.83
100-3008-6160-00	Operating Supplies	U.S. Bank	Hart T-CCWWTF groundbreakin	48339	335.40
					Vendor Subtotal for Dept:3008
					401.23
Dept:4001					
100-4001-5107-00	Contract Personnel	AEGIS Security & Investigations Inc	Security for rental at CH-8/11/16	48360	180.00
					Vendor Subtotal for Dept:4001
					180.00
Dept:4001					
100-4001-5405-00	Printing	Graphic Consultants, Inc	Printing: Fall 2016 Recreation Gu	48414	6,248.97
					Vendor Subtotal for Dept:4001
					6,248.97

Account Number	description	Vendor	Description	Check No	Amount
Dept:4001					
100-4001-5721-00	Telephone	Frontier California Inc	Phone-MHS Pool	48315	226.80
100-4001-5721-00	Telephone	Frontier California Inc	Bluffs Internet	48409	236.00
Vendor Subtotal for Dept:4001					462.80
Dept:4001					
100-4001-6160-00	Operating Supplies	U.S. Bank	Gallo K-Bluffs display cases supp	48339	17.16
100-4001-6160-00	Operating Supplies	U.S. Bank	Delsi D-City cell phone supplies	48339	40.30
Vendor Subtotal for Dept:4001					57.46
Dept:4002					
100-4002-5107-00	Contract Personnel	Swim Fit LA	16/17 Class Instructor-Malibu Ser	48445	7,213.50
Vendor Subtotal for Dept:4002					7,213.50
Dept:4002					
100-4002-6160-00	Operating Supplies	U.S. Bank	Crittenden A-Aquatics-replaceme	48339	78.95
100-4002-6160-00	Operating Supplies	U.S. Bank	Crittenden A-Aquatics-lifeguard s	48339	243.25
Vendor Subtotal for Dept:4002					322.20
Dept:4003					
100-4003-6160-00	Operating Supplies	U.S. Bank	Crittenden A-Legacy Park-Outdoor	48339	59.99
Vendor Subtotal for Dept:4003					59.99
Dept:4003					
100-4003-6160-00	Operating Supplies	Nurit Whitney	Reimburse expenses for gardenin	48398	61.02
Vendor Subtotal for Dept:4003					61.02
Dept:4004					
100-4004-5107-00	Contract Personnel	Timothy D Bowen	Camp instructor-PlayWell Tek-Le	48363	1,267.00

Account Number	description	Vendor	Description	Check No	Amount
					Vendor Subtotal for Dept:4004
					1,267.00
Dept:4004					
100-4004-5107-00	Contract Personnel	Shaun M Kort	Camp instructor-S Kort-Baseball	48320	735.00
					Vendor Subtotal for Dept:4004
					735.00
Dept:4004					
100-4004-5107-00	Contract Personnel	Skylar Lawson	Camp instructor-S Lawson-Surf C	48326	3,857.00
100-4004-5107-00	Contract Personnel	Skylar Lawson	Camp instructor-S Lawson-Surf C	48380	3,654.00
					Vendor Subtotal for Dept:4004
					7,511.00
Dept:4004					
100-4004-5107-00	Contract Personnel	Evan Moore	Camp instructor-E Moore-Indy FI	48385	1,470.00
					Vendor Subtotal for Dept:4004
					1,470.00
Dept:4004					
100-4004-5107-00	Contract Personnel	Bruce Young	Camp instructor-B Young-Tennis	48345	609.00
100-4004-5107-00	Contract Personnel	Bruce Young	Camp instructor-B Young-Tennis-	48399	721.00
					Vendor Subtotal for Dept:4004
					1,330.00
Dept:4006					
100-4006-5401-00	Advertising & Noticing	U.S. Bank	Gallo K-Youth Basketball flyers/I	48339	150.17
					Vendor Subtotal for Dept:4006
					150.17
Dept:4006					
100-4006-6160-00	Operating Supplies	Smash Athletics Inc	Girls Volleyball Shirts-Black	48394	254.97
100-4006-6160-00	Operating Supplies	Smash Athletics Inc	Girls Tennis Tank Tops 15-16	48394	136.11
					Vendor Subtotal for Dept:4006
					391.08
Dept:4006					
100-4006-6160-00	Operating Supplies	U.S. Bank	Gallo K-Summer Adult softball pl	48339	129.00
					Vendor Subtotal for Dept:4006
					129.00

Account Number	description	Vendor	Description	Check No	Amount
Dept:4007					
100-4007-5107-00	Contract Personnel	Cheryl Lev	Class instructor-C Lev-Music Tog	48381	2,450.70
Vendor Subtotal for Dept:4007					2,450.70
Dept:4007					
100-4007-5107-00	Contract Personnel	Melissa Otto	Class instructor-M Otto-Dog Trai	48332	665.00
Vendor Subtotal for Dept:4007					665.00
Dept:4007					
100-4007-5107-00	Contract Personnel	Round Star West LLC	Class Instructor-RSW-SSS Kick &	48440	196.00
100-4007-5107-00	Contract Personnel	Round Star West LLC	Class Instructor-RSW-SSS Socce	48440	276.50
100-4007-5107-00	Contract Personnel	Round Star West LLC	Class Instructor-RSW-SSS Socce	48440	164.50
100-4007-5107-00	Contract Personnel	Round Star West LLC	Class Instructor-RSW-SSS Socce	48440	108.50
Vendor Subtotal for Dept:4007					745.50
Dept:4007					
100-4007-5107-00	Contract Personnel	James Swing	Class instructor-J Swing-Guitar/v	48337	294.70
Vendor Subtotal for Dept:4007					294.70
Dept:4007					
100-4007-5107-00	Contract Personnel	Yun Zhao	Class Instructor-24 Form Thai Ch	48451	392.00
Vendor Subtotal for Dept:4007					392.00
Dept:4007					
100-4007-5107-00	Contract Personnel	Su Zifang	Class Instructor-Traditional Yang	48452	203.00
Vendor Subtotal for Dept:4007					203.00
Dept:4007					
100-4007-6160-00	Operating Supplies	U.S. Bank	Gallo K-Bluffs Park sigange	48339	302.59
100-4007-6160-00	Operating Supplies	U.S. Bank	Gallo K-Park Tales supplies	48339	28.72
100-4007-6160-00	Operating Supplies	U.S. Bank	Reyna M-P&R SendGrid email se	48339	9.95
100-4007-6160-00	Operating Supplies	U.S. Bank	Riesgo K-Park Tales supplies	48339	31.23
100-4007-6160-00	Operating Supplies	U.S. Bank	Riesgo K-Banner-Afterschool pro	48339	30.36

Account Number	description	Vendor	Description	Check No	Amount
				Vendor Subtotal for Dept:4007	402.85
Dept:4008					
100-4008-5107-00	Contract Personnel	Valentina Sartorius	Senior instructor-V Sartorius-Cha	48392	60.00
				Vendor Subtotal for Dept:4008	60.00
Dept:4008					
100-4008-5300-00	Travel and Training	U.S. Bank	Odello T-NRPA annual membersh	48339	165.00
				Vendor Subtotal for Dept:4008	165.00
Dept:4008					
100-4008-6160-00	Operating Supplies	U.S. Bank	Odello T-Senior Ctr supplies	48339	312.87
100-4008-6160-00	Operating Supplies	U.S. Bank	Odello T-Senior Ctr License to sh	48339	321.14
100-4008-6160-00	Operating Supplies	U.S. Bank	Riesgo K-Senior Ctr-Ice Cream S	48339	18.92
				Vendor Subtotal for Dept:4008	652.93
Dept:4008					
100-4008-6176-00	Recreation Trip Admissions	U.S. Bank	Odello T-Senior Excursion-Bubbe	48339	500.43
				Vendor Subtotal for Dept:4008	500.43
Dept:4009					
100-4009-5107-00	Contract Personnel	Mattie S Garske	Creative Workshop-Intergeneratic	48316	300.00
				Vendor Subtotal for Dept:4009	300.00
Dept:4009					
100-4009-6160-00	Operating Supplies	U.S. Bank	Gallo K-Teen Post Cards-Get you	48339	238.04
				Vendor Subtotal for Dept:4009	238.04

Account Number	description	Vendor	Description	Check No	Amount
Dept:4010					
100-4010-5100-00	Professional Services	ValleyCrest Landscape Maintenance	City Parks-Landscape Maint-Aug	48449	8,946.70
Vendor Subtotal for Dept:4010					8,946.70
Dept:4010					
100-4010-5100-00	Professional Services	Xanadu Service System	City Parks Janitorial Svcs-Jul '16	48343	2,050.00
Vendor Subtotal for Dept:4010					2,050.00
Dept:4010					
100-4010-5130-00	Parks Maintenance	Anawalt Lumber Co., Inc	P&R Park Maint Supplies	48306	220.11
Vendor Subtotal for Dept:4010					220.11
Dept:4010					
100-4010-5130-00	Parks Maintenance	U.S. Bank	Delsi D-P&R Park Maint supplies	48339	60.53
Vendor Subtotal for Dept:4010					60.53
Dept:4010					
100-4010-5130-00	Parks Maintenance	ValleyCrest Landscape Maintenance	Las Flores Park-Installation of mu	48397	2,720.00
100-4010-5130-00	Parks Maintenance	ValleyCrest Landscape Maintenance	Bluffs Park Squirrel Program	48397	5,500.00
100-4010-5130-00	Parks Maintenance	ValleyCrest Landscape Maintenance	Bluffs Park-MP Field Renovation	48397	3,987.00
Vendor Subtotal for Dept:4010					12,207.00
Dept:4010					
100-4010-5300-00	Travel and Training	U.S. Bank	Belter A-CAPCA training	48339	70.00
100-4010-5300-00	Travel and Training	U.S. Bank	Belter A-Western Chapter ISA tra	48339	120.00
Vendor Subtotal for Dept:4010					190.00
Dept:4010					
100-4010-5610-00	Facility Maintenance	McDermott Pumping, Inc.	Pumping of Bluffs Park Septic	48428	610.00
Vendor Subtotal for Dept:4010					610.00
Dept:4010					

Account Number	description	Vendor	Description	Check No	Amount
100-4010-5610-00	Facility Maintenance	National Construction Rentals, Inc	Portable Toilet Rental - Bluffs Par	48429	382.60
			Vendor Subtotal for Dept:4010		382.60
Dept:4010					
100-4010-5610-00	Facility Maintenance	U.S. Bank	Delsi D-P&R Bluffs-MLC suppli	48339	52.56
			Vendor Subtotal for Dept:4010		52.56
Dept:4010					
100-4010-5721-00	Telephone	Frontier California Inc	Phone-PCH Median	48315	47.03
100-4010-5721-00	Telephone	Frontier California Inc	Phone-Las Flores Park & Septic/I	48315	427.23
			Vendor Subtotal for Dept:4010		474.26
Dept:4010					
100-4010-5723-00	Water	LA Co MalibuTreasurer-Waterworks	Water-Broad Beach-5/17-7/19/16-	48378	74.76
100-4010-5723-00	Water	LA Co MalibuTreasurer-Waterworks	Water-Trancas Park-5/16-7/18/16-	48378	4,966.44
100-4010-5723-00	Water	LA Co MalibuTreasurer-Waterworks	Water-Bluffs Park-5/23-7/25/16-E	48378	18,052.89
100-4010-5723-00	Water	LA Co MalibuTreasurer-Waterworks	Water-Las Flores-3659-6/15-8/15,	48421	150.17
100-4010-5723-00	Water	LA Co MalibuTreasurer-Waterworks	Water-Las Flores-3761-6/15-8/15,	48421	314.04
100-4010-5723-00	Water	LA Co MalibuTreasurer-Waterworks	Water-Las Flores-Rambla side-6/	48421	264.14
			Vendor Subtotal for Dept:4010		23,822.44
Dept:4010					
100-4010-6300-00	Repair & Maint. Supplies	U.S. Bank	Delsi D-P&R Bluffs Park tools &	48339	357.20
			Vendor Subtotal for Dept:4010		357.20
Dept:4010					
100-4010-6400-00	Clothing & Emergency Gear	U.S. Bank	Belter A-Maint workers clothing	48339	618.29
			Vendor Subtotal for Dept:4010		618.29
Dept:4011					
100-4011-5330-00	Dues & Memberships	Swank Motion Pictures, Inc.	Movie License: Finding Nemo-Ci	48444	353.00

Account Number	description	Vendor	Description	Check No	Amount
				Vendor Subtotal for Dept:4011	353.00
Dept:4011					
100-4011-6160-00	Operating Supplies	Staples Contract & Commercial Inc	Office supplies-P&R Spec Events	48395	33.13
100-4011-6160-00	Operating Supplies	Staples Contract & Commercial Inc	Office supplies-P&R Spec Events	48395	13.29
				Vendor Subtotal for Dept:4011	46.42
Dept:4011					
100-4011-6160-00	Operating Supplies	U.S. Bank	Gallo K-Tiny Tot Olympics exper	48339	128.84
				Vendor Subtotal for Dept:4011	128.84
Dept:7001					
100-7001-5300-00	Travel and Training	Lou La Monte	Reimburse mileage/expenses for 1	48379	176.82
				Vendor Subtotal for Dept:7001	176.82
Dept:7001					
100-7001-5300-00	Travel and Training	U.S. Bank	Linden M-League CA Cities Ann	48339	1,050.00
				Vendor Subtotal for Dept:7001	1,050.00
Dept:7001					
100-7001-5330-00	Dues & Memberships	California Contract Cities Associatio	CCCA Fall Ed Registration-Mayc	48307	850.00
				Vendor Subtotal for Dept:7001	850.00
Dept:7001					
100-7001-5930-00	Community Grants	Children's Creative Workshop	FY 16/17 General Fund Grant-Ch	48351	2,000.00
				Vendor Subtotal for Dept:7001	2,000.00
Dept:7001					
100-7001-5930-00	Community Grants	Community Assistance Resource Tea	FY 16/17 General Fund Grant-Co	48352	2,000.00
				Vendor Subtotal for Dept:7001	2,000.00

Account Number	description	Vendor	Description	Check No	Amount
Dept:7001					
100-7001-5930-00	Community Grants	The Emily Shane Foundation	FY 16/17 General Fund Grant-Th	48353	2,500.00
Vendor Subtotal for Dept:7001					2,500.00
Dept:7001					
100-7001-5930-00	Community Grants	Malibu Adamson House Foundation	FY 16/17 General Fund Grant-Me	48354	2,000.00
Vendor Subtotal for Dept:7001					2,000.00
Dept:7001					
100-7001-5930-00	Community Grants	Malibu High School PTSA	FY 15/16 General Fund Grant-MI	48424	1,800.00
Vendor Subtotal for Dept:7001					1,800.00
Dept:7001					
100-7001-5930-00	Community Grants	Malibu Jewish Center & Synagogue	FY 16/17 General Fund Grant-Me	48355	6,000.00
Vendor Subtotal for Dept:7001					6,000.00
Dept:7001					
100-7001-5930-00	Community Grants	The Shark Fund	FY 16/17 General Fund Grant-MI	48356	10,000.00
Vendor Subtotal for Dept:7001					10,000.00
Dept:7001					
100-7001-6160-00	Operating Supplies	League Of California Cities	League LA Division Installation I	48327	50.00
Vendor Subtotal for Dept:7001					50.00
Dept:7001					
100-7001-6160-00	Operating Supplies	U.S. Bank	Glaser H-Framing of 13th Council	48339	172.33
Vendor Subtotal for Dept:7001					172.33
Dept:7001					
100-7001-6170-00	Events	Renee Neermann	Reimburse supplies for CCCA Bo	48388	149.87
Vendor Subtotal for Dept:7001					149.87

Account Number	description	Vendor	Description	Check No	Amount
Dept:7001					
100-7001-6170-00	Events	U.S. Bank	Frederiksen R-CCCA meeting exj	48339	133.35
100-7001-6170-00	Events	U.S. Bank	Montano A-Surfboard Art Show-f	48339	760.38
Vendor Subtotal for Dept:7001					893.73
Dept:7002					
100-7002-6160-00	Operating Supplies	U.S. Bank	Montano A-Security supplies	48339	132.03
Vendor Subtotal for Dept:7002					132.03
Dept:7002					
100-7002-6165-00	Website Services	U.S. Bank	Myerhoff M-SurveyMonkey-Pt D	48339	52.00
Vendor Subtotal for Dept:7002					52.00
Dept:7002					
100-7002-6170-00	Events	U.S. Bank	Myerhoff M-CCWTF ribbon ci	48339	209.65
100-7002-6170-00	Events	U.S. Bank	Myerhoff M-Facebook ads of Cor	48339	33.91
Vendor Subtotal for Dept:7002					243.56
Dept:7003					
100-7003-5100-00	Professional Services	Ballon Stoll Bader & Nadler PC	Trademark-Malibu Proper-Jul'16	48362	150.00
100-7003-5100-00	Professional Services	Ballon Stoll Bader & Nadler PC	Trademark-M California-Jul'16	48362	150.00
Vendor Subtotal for Dept:7003					300.00
Dept:7003					
100-7003-5300-00	Travel and Training	California Contract Cities Associatio	CCCA Fall Ed Registration-City I	48307	425.00
Vendor Subtotal for Dept:7003					425.00
Dept:7003					
100-7003-5300-00	Travel and Training	U.S. Bank	Feldman R-ICMA Conference exj	48339	899.96
100-7003-5300-00	Travel and Training	U.S. Bank	Feldman R-Parking-CCCA meeti	48339	30.30
100-7003-5300-00	Travel and Training	U.S. Bank	Linden M-League CA Cities Ann	48339	525.00

Account Number	description	Vendor	Description	Check No	Amount
Vendor Subtotal for Dept:7003					1,455.26
Dept:7003					
100-7003-6160-00	Operating Supplies	U.S. Bank	Feldman R-Staff event supplies	48339	123.61
100-7003-6160-00	Operating Supplies	U.S. Bank	Feldman R-Lunch @ LARWQCB	48339	50.51
100-7003-6160-00	Operating Supplies	U.S. Bank	Linden M-City Mgr office supplie	48339	89.32
Vendor Subtotal for Dept:7003					263.44
Dept:7005					
100-7005-5100-00	Professional Services	LIEBERT CASSIDY WHITMORE	HR Legal Services - Jul '16	48422	1,855.00
Vendor Subtotal for Dept:7005					1,855.00
Dept:7005					
100-7005-5101-00	General Legal Counsel	Jenkins & Hogin, LLP	General Legal Svcs-Jul'16	48318	23,662.00
Vendor Subtotal for Dept:7005					23,662.00
Dept:7005					
100-7005-5102-00	Litigation	Jenkins & Hogin, LLP	Litigation Svcs-Jul'16	48318	25,502.70
Vendor Subtotal for Dept:7005					25,502.70
Dept:7005					
100-7005-5103-00	Criminal Prosecution	Dapeer Rosenblit & Litvak LLP	City Prosecutor Svc - Jul'16	48405	698.36
Vendor Subtotal for Dept:7005					698.36
Dept:7007					
100-7007-4210-00	Other	Employment Development Dept	Unemployment Expenses Apr-Jur	48367	37.00
Vendor Subtotal for Dept:7007					37.00

Account Number	description	Vendor	Description	Check No	Amount
Dept:7007					
100-7007-5100-00	Professional Services	Granicus, Inc	City Council Streaming - Sep'16	48413	800.00
100-7007-5100-00	Professional Services	Granicus, Inc	Open Platform - Sep'16	48413	400.00
100-7007-5100-00	Professional Services	Granicus, Inc	Granicus-Open Platform-Aug '16	48413	-400.00
100-7007-5100-00	Professional Services	Granicus, Inc	Granicus-City Council Streaming	48413	-800.00
100-7007-5100-00	Professional Services	Granicus, Inc	Granicus-Open Platform-Aug '16	48413	400.00
100-7007-5100-00	Professional Services	Granicus, Inc	City Council Streaming - Aug'16	48413	800.00
Vendor Subtotal for Dept:7007					1,200.00
Dept:7007					
100-7007-5100-00	Professional Services	U.S. Bank	Glaser H-Veribook online passpor	48339	35.00
Vendor Subtotal for Dept:7007					35.00
Dept:7007					
100-7007-5107-00	Contract Personnel	OfficeTeam A Robert Half Company	Temp Staffing-CC-Kelsey P-WE	48304	1,066.50
100-7007-5107-00	Contract Personnel	OfficeTeam A Robert Half Company	Temp Staffing-CC-Kelsey P-WE	48359	1,066.50
100-7007-5107-00	Contract Personnel	OfficeTeam A Robert Half Company	Temp Staffing-City Clerk-Pettijof	48400	1,066.50
Vendor Subtotal for Dept:7007					3,199.50
Dept:7007					
100-7007-5150-00	Elections	FedEx	Postage-Election Paperwork-Retu	48314	24.70
100-7007-5150-00	Elections	FedEx	Mailing Election Nomination pap	48368	91.76
100-7007-5150-00	Elections	FedEx	Nomination Paper to County for I	48408	71.97
Vendor Subtotal for Dept:7007					188.43
Dept:7007					
100-7007-5205-00	Postage	FedEx	Mailing of Subpoena Documents	48368	33.42
Vendor Subtotal for Dept:7007					33.42
Dept:7007					
100-7007-5205-00	Postage	U.S. Bank	Glaser H-Postage-Documents mai	48339	6.80
Vendor Subtotal for Dept:7007					6.80

Account Number	description	Vendor	Description	Check No	Amount
Dept:7007					
100-7007-5401-00	Advertising & Noticing	Malibu Times	Ordinance 408 First Reading	48425	28.00
Vendor Subtotal for Dept:7007					28.00
Dept:7007					
100-7007-6160-00	Operating Supplies	U.S. Bank	Glaser H-City Clerks office suppl	48339	76.73
100-7007-6160-00	Operating Supplies	U.S. Bank	Montano A-Malibu print & frame	48339	155.88
Vendor Subtotal for Dept:7007					232.61
Dept:7021					
100-7021-5300-00	Travel and Training	U.S. Bank	Davis B-Eventbrite-CERT confer	48339	343.87
Vendor Subtotal for Dept:7021					343.87
Dept:7021					
100-7021-5721-00	Telephone	Frontier California Inc	Phone-Disaster Hot L/Tier/E911	48315	307.70
Vendor Subtotal for Dept:7021					307.70
Dept:7021					
100-7021-5721-00	Telephone	Nextel / Sprint Communication	Cell Phone08/13-09/12/16	48430	90.76
Vendor Subtotal for Dept:7021					90.76
Dept:7021					
100-7021-5721-00	Telephone	Remote Satellite Systems Int'l	Satellite Phones-Sep'16	48437	105.00
Vendor Subtotal for Dept:7021					105.00
Dept:7021					
100-7021-5721-00	Telephone	Verizon Wireless Services LLC	WiFi Hot Spot-EOC-Aug '16	48340	33.41
Vendor Subtotal for Dept:7021					33.41
Dept:7021					

Account Number	description	Vendor	Description	Check No	Amount
100-7021-6160-00	Operating Supplies	DirecTV, Inc.	Directv-EOC-Aug '16	48310	59.99
			Vendor Subtotal for Dept:7021		59.99
Dept:7021					
100-7021-6160-00	Operating Supplies	U.S. Bank	Davis B-EOC supplies	48339	75.42
			Vendor Subtotal for Dept:7021		75.42
Dept:7021					
100-7021-6400-00	Clothing & Personal Supplies	U.S. Bank	Davis B-Henry Radio Inc-UHF R	48339	303.85
			Vendor Subtotal for Dept:7021		303.85
Dept:7031					
100-7031-5106-00	Animal Control Services	LA Co Animal Care & Control	Animal Control - July'16	48419	3,350.89
			Vendor Subtotal for Dept:7031		3,350.89
Dept:7031					
100-7031-5115-00	Law Enforcement Services	LA Co Sheriff'S Department	Law Enforce Svcs-Jul '16	48420	524,212.06
			Vendor Subtotal for Dept:7031		524,212.06
Dept:7031					
100-7031-5116-00	Sheriff's Services-Beach Team	LA Co Sheriff'S Department	Sheriff Svc - Beach Team Jul'16	48420	151,534.44
			Vendor Subtotal for Dept:7031		151,534.44
Dept:7031					
100-7031-5640-00	Equipment Maintenance	Kustom Signals, Inc	Sheriff equipment maintenance-M	48321	487.56
			Vendor Subtotal for Dept:7031		487.56
Dept:7031					
100-7031-5640-00	Equipment Maintenance	Public Safety Technologies Inc	Sheriff equipment repair - city sh	48433	264.00

Account Number	description	Vendor	Description	Check No	Amount
				Vendor Subtotal for Dept:7031	264.00
Dept:7031					
100-7031-6160-00	Operating Supplies	Staples Contract & Commercial Inc	Office supplies-Sheriff/VOP offic	48395	19.73
				Vendor Subtotal for Dept:7031	19.73
Dept:7031					
100-7031-7800-00	Public Safety Equipment	Galls LLC	VOP Uniform	48410	108.46
				Vendor Subtotal for Dept:7031	108.46
Dept:7031					
100-7031-7800-00	Public Safety Equipment	Verizon Wireless Services LLC	WiFi Hot Spot-VOP-Aug '16	48340	66.83
				Vendor Subtotal for Dept:7031	66.83
Dept:7054					
100-7054-5100-00	Professional Services	Governmental Financial Service	FY 15/16 Year End Closing	48317	1,680.00
				Vendor Subtotal for Dept:7054	1,680.00
Dept:7054					
100-7054-5100-00	Professional Services	Hinderliter, deLlamas, & Assoc	Sales Tax - Mgmt 3rd Qtr/Audit S	48415	2,905.00
				Vendor Subtotal for Dept:7054	2,905.00
Dept:7054					
100-7054-5100-00	Professional Services	HdL Coren & Cone	FY 16-17 CAFR Statistical Repor	48416	745.00
				Vendor Subtotal for Dept:7054	745.00
Dept:7054					
100-7054-5117-00	Film Permit Consultant	Frontier California Inc	Phone-Film Fax	48315	35.13
				Vendor Subtotal for Dept:7054	35.13

Account Number	description	Vendor	Description	Check No	Amount
Dept:7054					
100-7054-5300-00	Travel and Training	California Contract Cities Associatio	CCCA Fall Ed Registration-Assis	48307	425.00
Vendor Subtotal for Dept:7054					425.00
Dept:7054					
100-7054-5330-00	Dues & Memberships	CA City Management Foundation	FY 16/17 CCMF Dues-L Soghor	48365	400.00
Vendor Subtotal for Dept:7054					400.00
Dept:7054					
100-7054-5405-00	Printing	CR PRINT	FY 16-17 Budget Books-45 book:	48404	2,484.66
Vendor Subtotal for Dept:7054					2,484.66
Dept:7054					
100-7054-6160-00	Operating Supplies	U.S. Bank	Montano A-Webex monthly	48339	24.00
Vendor Subtotal for Dept:7054					24.00
Dept:7058					
100-7058-5320-00	Recruitment Expense	J Bee NP Publishing LTD	Recruitment Ad-Acorn-ASD Acct	48305	304.00
Vendor Subtotal for Dept:7058					304.00
Dept:7058					
100-7058-5320-00	Recruitment Expense	CR PRINT	Recruitment Brochure-P&R Direc	48308	394.58
Vendor Subtotal for Dept:7058					394.58
Dept:7058					
100-7058-5320-00	Recruitment Expense	Jobs Available Inc	Recruitment Ad-P&R Director-8/!	48319	507.00
Vendor Subtotal for Dept:7058					507.00
Dept:7058					
100-7058-5320-00	Recruitment Expense	Charles McCrory	Background investigation-new hi	48427	450.00

Account Number	description	Vendor	Description	Check No	Amount
					Vendor Subtotal for Dept:7058
					450.00
Dept:7058					
100-7058-6160-00	Operating Supplies	Staples Contract & Commercial Inc	Office supplies-HR	48395	99.28
100-7058-6160-00	Operating Supplies	Staples Contract & Commercial Inc	Office supplies-HR	48395	33.88
					Vendor Subtotal for Dept:7058
					133.16
Dept:7059					
100-7059-5205-00	Postage	Purchase Power	Postage Meter Refills 8/1/16-8/12	48434	3,000.00
					Vendor Subtotal for Dept:7059
					3,000.00
Dept:7059					
100-7059-5205-00	Postage	U.S. Bank	Walker J-Postage	48339	27.05
					Vendor Subtotal for Dept:7059
					27.05
Dept:7059					
100-7059-5640-00	Equipment Maintenance	Precision Business Machine Inc	Printer Gen Svc- Xerox 6600/Bro	48389	95.00
					Vendor Subtotal for Dept:7059
					95.00
Dept:7059					
100-7059-5720-00	Offsite Storage	Access Information Holdings LLC	Shred Bin Service-Jul'16	48358	953.33
100-7059-5720-00	Offsite Storage	Access Information Holdings LLC	Offsite Records Service-Jul'16	48358	2,619.66
					Vendor Subtotal for Dept:7059
					3,572.99
Dept:7059					
100-7059-5721-00	Telephone	Frontier California Inc	Phone-City Hall-Fac/Postage/Tele	48315	527.89
100-7059-5721-00	Telephone	Frontier California Inc	Security System 8/13-9/12/16	48409	51.29
					Vendor Subtotal for Dept:7059
					579.18
Dept:7059					

Account Number	description	Vendor	Description	Check No	Amount
100-7059-5721-00	Telephone	TelePacific Communications	City Hall Fac Phone 08/16-09/15/	48446	1,747.86
			Vendor Subtotal for Dept:7059		1,747.86
Dept:7059					
100-7059-5800-00	Equipment Leases	Xerox Corporation	Xerox Lease-C70EFI 5 Port Hub-	48344	331.61
100-7059-5800-00	Equipment Leases	Xerox Corporation	Xerox-PDFKIT2-Aug '16	48344	80.31
			Vendor Subtotal for Dept:7059		411.92
Dept:7059					
100-7059-6160-00	Operating Supplies	CR PRINT	Business card imprints-6 names	48308	323.19
			Vendor Subtotal for Dept:7059		323.19
Dept:7059					
100-7059-6160-00	Operating Supplies	Precision Business Machine Inc	Printer Supplies	48389	851.40
100-7059-6160-00	Operating Supplies	Precision Business Machine Inc	Printer Supplies	48432	561.15
			Vendor Subtotal for Dept:7059		1,412.55
Dept:7059					
100-7059-6160-00	Operating Supplies	Christy Rector	Reimburese Costco-Kitchen supp	48334	253.42
			Vendor Subtotal for Dept:7059		253.42
Dept:7059					
100-7059-6160-00	Operating Supplies	Staples Contract & Commercial Inc	Office supplies-City Hall-Paper	48395	178.06
100-7059-6160-00	Operating Supplies	Staples Contract & Commercial Inc	Office supplies-ASD	48395	169.83
100-7059-6160-00	Operating Supplies	Staples Contract & Commercial Inc	Office supplies-City Hall-Paper	48395	178.06
100-7059-6160-00	Operating Supplies	Staples Contract & Commercial Inc	Office supplies-Kitchen Supplies	48395	281.45
100-7059-6160-00	Operating Supplies	Staples Contract & Commercial Inc	Office supplies-ASD	48395	32.28
			Vendor Subtotal for Dept:7059		839.68
Dept:7059					
100-7059-6160-00	Operating Supplies	U.S. Bank	Rector C-Printer supplies	48339	763.26
			Vendor Subtotal for Dept:7059		763.26

Account Number	description	Vendor	Description	Check No	Amount
					888,243.45
			Subtotal for Fund: 100		
Fund: 101					
Dept:0000					
101-0000-3205-00	Plumbing Permits	Mr. Rooter Plumbing	Refund 25402 Malibu Rd-Job Car	48386	34.00
			Vendor Subtotal for Dept:0000		34.00
Dept:0000					
101-0000-3421-00	Planning Review Fees	Marny Randall	Changing scope of work, converti	48436	563.00
			Vendor Subtotal for Dept:0000		563.00
Dept:2001					
101-2001-4210-00	Other	Employment Development Dept	Unemployment Expenses Apr-Jur	48367	666.00
			Vendor Subtotal for Dept:2001		666.00
Dept:2001					
101-2001-5107-00	Contract Personnel	OfficeTeam A Robert Half Company	Temp Staffing-Plan-Marina S-WE	48304	1,011.20
101-2001-5107-00	Contract Personnel	OfficeTeam A Robert Half Company	Temp Staffing-Plan-Caleb A-WE	48304	1,011.20
101-2001-5107-00	Contract Personnel	OfficeTeam A Robert Half Company	Temp Staffing-Plan-Caleb A-WE	48359	1,011.20
101-2001-5107-00	Contract Personnel	OfficeTeam A Robert Half Company	Temp Staffing-Plan-Marina S-WE	48359	884.80
101-2001-5107-00	Contract Personnel	OfficeTeam A Robert Half Company	Temp Staffing-Plan-Arndt A-WE	48400	1,011.20
			Vendor Subtotal for Dept:2001		4,929.60
Dept:2001					
101-2001-5210-00	Service Fees & Charges	LA County Registrar-Recorder LA Co	CEQA Filing-29803 & 29807 Bac	48322	75.00
101-2001-5210-00	Service Fees & Charges	LA County Registrar-Recorder LA Co	CEQA Filing-3631 Serra Road	48323	75.00
101-2001-5210-00	Service Fees & Charges	LA County Registrar-Recorder LA Co	CEQA Filing-3705 Serra Road	48324	75.00
101-2001-5210-00	Service Fees & Charges	LA County Registrar-Recorder LA Co	CEQA Filing-Trancas Canyon Ro	48325	75.00
101-2001-5210-00	Service Fees & Charges	LA County Registrar-Recorder LA Co	CEQA Filing-28834 Selfridge Dri	48372	75.00
101-2001-5210-00	Service Fees & Charges	LA County Registrar-Recorder LA Co	CEQA Filing-5763 Busch Drive	48373	75.00
101-2001-5210-00	Service Fees & Charges	LA County Registrar-Recorder LA Co	CEQA Filing-26706 Latigo Shore	48374	75.00
101-2001-5210-00	Service Fees & Charges	LA County Registrar-Recorder LA Co	CEQA Filing-31948 Pacific Coas	48375	75.00
101-2001-5210-00	Service Fees & Charges	LA County Registrar-Recorder LA Co	CEQA Filing-33728 Pacific Coas	48376	75.00

Account Number	description	Vendor	Description	Check No	Amount
101-2001-5210-00	Service Fees & Charges	LA County Registrar-Recorder LA Ct	CEQA Filing-5943 Kanan Dume	48377	75.00
			Vendor Subtotal for Dept:2001		750.00
Dept:2001					
101-2001-5330-00	Dues & Memberships	American Planning Association	APA membership - R. Mollica	48401	630.00
			Vendor Subtotal for Dept:2001		630.00
Dept:2001					
101-2001-5330-00	Dues & Memberships	U.S. Bank	Salazar P-Planetizen-Department	48339	125.00
			Vendor Subtotal for Dept:2001		125.00
Dept:2001					
101-2001-5401-00	Advertising & Noticing	Malibu Times	Public Hearing Notice	48425	216.00
			Vendor Subtotal for Dept:2001		216.00
Dept:2001					
101-2001-6160-00	Operating Supplies	Riverside Rubber Stamp & Engravin	Planning Stamp	48438	66.02
			Vendor Subtotal for Dept:2001		66.02
Dept:2001					
101-2001-6160-00	Operating Supplies	Staples Contract & Commercial Inc	Office supplies-Planning	48395	51.07
101-2001-6160-00	Operating Supplies	Staples Contract & Commercial Inc	Office supplies-Planning	48395	86.64
			Vendor Subtotal for Dept:2001		137.71
Dept:2001					
101-2001-6160-00	Operating Supplies	Kathleen Stecko	Reimburse expenses-Biological S	48396	31.34
			Vendor Subtotal for Dept:2001		31.34
Dept:2004					
101-2004-5415-00	Public Records Printing	U.S. Bank	Ernst J-Copies of Public Informat	48339	124.26

Account Number	description	Vendor	Description	Check No	Amount
				Vendor Subtotal for Dept:2004	124.26
Dept:2004					
101-2004-6160-00	Operating Supplies	Staples Contract & Commercial Inc	Office supplies-Bldg Safety	48395	109.32
				Vendor Subtotal for Dept:2004	109.32
Dept:2010					
101-2010-5721-00	Telephones	Frontier California Inc	Phone-Annex Fax Line	48315	51.32
				Vendor Subtotal for Dept:2010	51.32
Dept:3003					
101-3003-5330-00	Dues & Memberships	U.S. Bank	Rossine T-Keep it Clean Malibu-(48339	53.68
				Vendor Subtotal for Dept:3003	53.68
				Subtotal for Fund: 101	8,487.25
Fund: 103					
Dept:9050					
103-9050-5100-00	Professional Services	Cintas Corporation #2	Annual Lighting Inspection/Svc C	48403	1,325.00
				Vendor Subtotal for Dept:9050	1,325.00
Dept:9050					
103-9050-5100-00	Professional Services	Master Cooling Corporation	City Hall HVAC Maint-Aug'16	48426	1,881.17
				Vendor Subtotal for Dept:9050	1,881.17
Dept:9050					
103-9050-5100-00	Professional Services	ValleyCrest Landscape Maintenance	City Hall-Landscape Maint-Aug'1	48449	995.00
				Vendor Subtotal for Dept:9050	995.00

Account Number	description	Vendor	Description	Check No	Amount
Dept:9050					
103-9050-5610-00	Facilities Maintenance	Anawalt Lumber Co., Inc	City Hall Fac Maint Supplies	48306	125.32
Vendor Subtotal for Dept:9050					125.32
Dept:9050					
103-9050-5610-00	Facilities Maintenance	Aqua H2O Solutions Inc	City Hall Water Treatment-Jul'16	48361	348.80
103-9050-5610-00	Facilities Maintenance	Aqua H2O Solutions Inc	City Hall Water Treatment-Aug'16	48402	348.89
Vendor Subtotal for Dept:9050					697.69
Dept:9050					
103-9050-5610-00	Facilities Maintenance	Duthie Electrical Services	Generator Semi-Annual service-1	48311	755.00
Vendor Subtotal for Dept:9050					755.00
Dept:9050					
103-9050-5610-00	Facilities Maintenance	W.W. Grainger, Inc	City Hall - Door Reader Power	48412	516.79
Vendor Subtotal for Dept:9050					516.79
Dept:9050					
103-9050-5610-00	Facilities Maintenance	Kevin Madson	City Hall-installation, wall paint,	48423	2,856.00
Vendor Subtotal for Dept:9050					2,856.00
Dept:9050					
103-9050-5610-00	Facilities Maintenance	Master Cooling Corporation	WSHP Fail	48330	1,504.78
103-9050-5610-00	Facilities Maintenance	Master Cooling Corporation	WSHP Fail Circuit Board	48330	1,180.46
103-9050-5610-00	Facilities Maintenance	Master Cooling Corporation	WSHP Failure	48330	461.52
103-9050-5610-00	Facilities Maintenance	Master Cooling Corporation	HVAC 2.3 Failure	48330	294.00
Vendor Subtotal for Dept:9050					3,440.76
Dept:9050					
103-9050-5610-00	Facilities Maintenance	Regency Enterprises Inc	Test Lamps	48335	156.39
Vendor Subtotal for Dept:9050					156.39
Dept:9050					
103-9050-5610-00	Facilities Maintenance	The Sherwin-Williams Co.	City Hall - Wall Paint	48442	142.05

Account Number	description	Vendor	Description	Check No	Amount
					Vendor Subtotal for Dept:9050
					142.05
Dept:9050					
103-9050-5610-00	Facilities Maintenance	StorageContainer.com	City Hall Storage Cont Rental 8/2	48443	198.00
					Vendor Subtotal for Dept:9050
					198.00
Dept:9050					
103-9050-5610-00	Facilities Maintenance	U.S. Bank	Frederiksen R-City Hall Facility r	48339	425.59
					Vendor Subtotal for Dept:9050
					425.59
Dept:9050					
103-9050-5721-00	Telephone	Frontier California Inc	Phone-City Hall-Septic/Irrigation	48315	316.13
					Vendor Subtotal for Dept:9050
					316.13
Dept:9050					
103-9050-6160-00	Operating Supplies	Empire Chemical Company Inc	City Hall supplies-bathrooms	48407	440.97
					Vendor Subtotal for Dept:9050
					440.97
Dept:9050					
103-9050-6160-00	Operating Supplies	Regency Enterprises Inc	Parking lot lamp LED sample	48391	116.88
					Vendor Subtotal for Dept:9050
					116.88
Dept:9050					
103-9050-6160-00	Operating Supplies	U.S. Bank	Montano A-Security camera signs	48339	72.00
					Vendor Subtotal for Dept:9050
					72.00
Dept:9050					
103-9050-6300-00	Tools & Minor Equipment	U.S. Bank	Frederiksen R-City Hall tools/equ	48339	199.85
					Vendor Subtotal for Dept:9050
					199.85

Account Number	description	Vendor	Description	Check No	Amount
Dept:9050					
103-9050-7300-00	Leasehold Improvements	DFS Flooring LP	City Hall Carpet installation	48309	26,551.00
Vendor Subtotal for Dept:9050					26,551.00
Dept:9050					
103-9050-7300-00	Leasehold Improvements	Kevin Madson	City Hall-Office Construction/Car	48423	4,554.00
Vendor Subtotal for Dept:9050					4,554.00
Dept:9050					
103-9050-7300-00	Leasehold Improvements	Wilmer Ramos	Carpet installation 8/20/16 (8hrs)	48390	240.00
Vendor Subtotal for Dept:9050					240.00
Dept:9050					
103-9050-7300-00	Leasehold Improvements	U.S. Bank	Frederiksen R-City Hall Fac-Offic	48339	224.20
Vendor Subtotal for Dept:9050					224.20
Subtotal for Fund: 103					46,229.79
Fund: 203					
Dept:3009					
203-3009-5145-00	Dial A Ride Services	Khaled R. Karame	Dial-a-Ride--Jul '16	48329	13,266.25
Vendor Subtotal for Dept:3009					13,266.25
Subtotal for Fund: 203					13,266.25
Fund: 211					
Dept:7031					
211-7031-5115-00	Law Enforcement Services	LA Co Sheriff'S Department	Law Enforce Svcs-Brulte/Sttop-Jt	48420	16,052.92
Vendor Subtotal for Dept:7031					16,052.92

Account Number	description	Vendor	Description	Check No	Amount
					Subtotal for Fund: 211
					16,052.92
Fund: 215					
Dept:7070					
215-7070-5931-01	Labor Exchange	Malibu Comm Labor Exchange	CDBG Day Labor Program-Jul '1	48328	582.00
					Vendor Subtotal for Dept:7070
					582.00
					Subtotal for Fund: 215
					582.00
Fund: 290					
Dept:6002					
290-6002-5100-00	Professional Services	Fugro Consultants, Inc.	Big Rock Mesa AD 98-1-Testing/	48369	12,788.05
					Vendor Subtotal for Dept:6002
					12,788.05
					Subtotal for Fund: 290
					12,788.05
Fund: 291					
Dept:6003					
291-6003-5100-00	Professional Services	Fugro Consultants, Inc.	Malibu Rd AD 98-3-Testing/Mon	48369	1,363.75
					Vendor Subtotal for Dept:6003
					1,363.75
					Subtotal for Fund: 291
					1,363.75
Fund: 292					
Dept:6004					
292-6004-5100-00	Professional Services	Fugro Consultants, Inc.	Calle Del Barco AD 98-2-Testing	48369	2,043.75
					Vendor Subtotal for Dept:6004
					2,043.75
					Subtotal for Fund: 292
					2,043.75

Account Number	description	Vendor	Description	Check No	Amount
Fund: 310					
Dept:9049					
310-9049-5100-00	Professional Services	Stephen Robert Mimiaga	CCWWTF-Construction Manager	48384	98,661.50
Vendor Subtotal for Dept:9049					98,661.50
Subtotal for Fund: 310					98,661.50
Fund: 500					
Dept:7008					
500-7008-5100-00	Professional Services	ValleyCrest Landscape Maintenance	Legacy Park-Landscape Maint-A1	48449	5,275.00
500-7008-5100-00	Professional Services	ValleyCrest Landscape Maintenance	SuperCare-Landscape Maint-Aug	48449	200.00
Vendor Subtotal for Dept:7008					5,475.00
Dept:7008					
500-7008-5130-00	Park Maintenance	ValleyCrest Landscape Maintenance	Legacy Park-Planter-Installation c	48397	2,720.00
Vendor Subtotal for Dept:7008					2,720.00
Dept:7008					
500-7008-5610-00	Facility Maintenance	Hilario Simental Jr	Septic pumping 23431 PCH-Anin	48313	460.00
500-7008-5610-00	Facility Maintenance	Hilario Simental Jr	Septic pumping 23431 PCH-Anin	48313	460.00
500-7008-5610-00	Facility Maintenance	Hilario Simental Jr	Septic pumping 23431 PCH-Anin	48406	460.00
500-7008-5610-00	Facility Maintenance	Hilario Simental Jr	Septic pumping 23431 PCH-Anin	48406	460.00
Vendor Subtotal for Dept:7008					1,840.00
Dept:7008					
500-7008-5610-00	Facility Maintenance	Integrated Performance Consultants	Fac Maint-23661 PCH-Jul'16	48371	525.00
Vendor Subtotal for Dept:7008					525.00
Dept:7008					
500-7008-5610-00	Facility Maintenance	ValleyCrest Landscape Maintenance	Legacy Park-Installation of mulch	48397	2,720.00
Vendor Subtotal for Dept:7008					2,720.00

Account Number	description	Vendor	Description	Check No	Amount
				Subtotal for Fund: 500	13,280.00
Fund: 601					
Dept:3005					
601-3005-6330-00	Vehicle Repair & Maintenance	Brian Kircher	Reimburse expenses-repair front	48418	41.66
				Vendor Subtotal for Dept:3005	41.66
Dept:3005					
601-3005-6330-00	Vehicle Repair & Maintenance	Vasudevan Naicker	Car wash-City vehicles-8/4/16	48331	125.00
601-3005-6330-00	Vehicle Repair & Maintenance	Vasudevan Naicker	Car wash-City vehicles-8/11/16	48387	100.00
				Vendor Subtotal for Dept:3005	225.00
Dept:3005					
601-3005-6330-00	Vehicle Repair & Maintenance	U.S. Bank	Aladjajian A-Fleet maintenance	48339	2,200.00
601-3005-6330-00	Vehicle Repair & Maintenance	U.S. Bank	Hart T-Fleet maintenance	48339	1,366.13
				Vendor Subtotal for Dept:3005	3,566.13
Dept:3005					
601-3005-6500-00	Motor Fuels	Brian Kircher	Reimburse expenses-gasoline -F0	48418	19.17
				Vendor Subtotal for Dept:3005	19.17
Dept:3005					
601-3005-6500-00	Motor Fuels	U.S. Bank	Piyaman R-Gas for city car-LSL	48339	12.38
601-3005-6500-00	Motor Fuels	U.S. Bank	Feldman R-Gas for city vehicle	48339	32.56
601-3005-6500-00	Motor Fuels	U.S. Bank	Belter A-Gas for city vehicle	48339	72.60
601-3005-6500-00	Motor Fuels	U.S. Bank	Aladjajian A-Fuel for fleet	48339	42.84
601-3005-6500-00	Motor Fuels	U.S. Bank	Delsi D-Fuel for city vehicle	48339	348.33
601-3005-6500-00	Motor Fuels	U.S. Bank	Hart T-Fuel for Fleet	48339	112.00
				Vendor Subtotal for Dept:3005	620.71
				Subtotal for Fund: 601	4,472.67

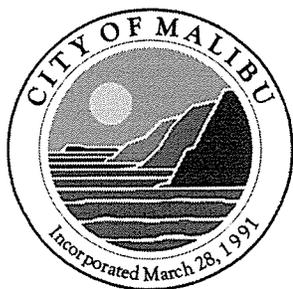
Account Number	description	Vendor	Description	Check No	Amount
Fund: 602					
Dept:7060					
602-7060-5100-00	Professional Services	HyperNet, Inc	IT Consulting - June'16	48417	2,890.00
Vendor Subtotal for Dept:7060					2,890.00
Dept:7060					
602-7060-5630-00	Computer Maintenance	U.S. Bank	Reyna M-Computer maint supplie	48339	655.02
Vendor Subtotal for Dept:7060					655.02
Dept:7060					
602-7060-5721-00	Telephone	Digital Telecommunications Corpora	Phone system programming charg	48366	82.50
Vendor Subtotal for Dept:7060					82.50
Dept:7060					
602-7060-5721-00	Telephone	Frontier California Inc	Senior Ctr Internet 8/13-9/12/16	48409	584.79
Vendor Subtotal for Dept:7060					584.79
Dept:7060					
602-7060-5721-00	Telephone	U.S. Bank	Reyna M-Telephone equipment	48339	319.88
Vendor Subtotal for Dept:7060					319.88
Dept:7060					
602-7060-6120-00	Computer Software < \$1,000	U.S. Bank	Reyna M-Computer software	48339	1,417.05
Vendor Subtotal for Dept:7060					1,417.05
Dept:7060					
602-7060-6160-00	Operating Supplies	U.S. Bank	Reyna M-Computer supplies	48339	82.57
Vendor Subtotal for Dept:7060					82.57

Account Number	description	Vendor	Description	Check No	Amount
Dept:7060					
602-7060-7400-00	Computer Equipment	GovConnection Inc	SSD M2 SATA Drives For NUC PC	48370	175.72
602-7060-7400-00	Computer Equipment	GovConnection Inc	5 New Sonic View Monitors upgr	48370	707.35
602-7060-7400-00	Computer Equipment	GovConnection Inc	Laptop cases for new Dell	48411	106.08
Vendor Subtotal for Dept:7060					989.15
Dept:7060					
602-7060-7400-00	Computer Equipment	U.S. Bank	Reyna M-Computer equipment	48339	2,288.42
Vendor Subtotal for Dept:7060					2,288.42
Dept:7060					
602-7060-7400-00	Computer Equipment	ViaWest Inc	Server Collocation-Phoenix-Aug	48341	971.38
Vendor Subtotal for Dept:7060					971.38
Subtotal for Fund: 602					10,280.76
Fund: 710					
Dept:0000					
710-0000-2270-06	Special Event Deposits	LA Co Sheriff'S Department	Sheriff Svc - Special Event Malib	48420	2,773.13
Vendor Subtotal for Dept:0000					2,773.13
Dept:0000					
710-0000-2270-12	Parks - Security Deposits	Visions Teen Center	Security Deposit Refund - Facility	48450	100.00
Vendor Subtotal for Dept:0000					100.00
Dept:0000					
710-0000-2270-36	Senior Center Donations	Theresa Odello	Reimb Sr. Center Expenses - Gift	48431	40.00
Vendor Subtotal for Dept:0000					40.00
Dept:0000					
710-0000-2270-44	Library Event	Freedom Media LLC/ 22nd Century	Ads in Surfside-Library Speaker	48357	292.50

Account Number	description	Vendor	Description	Check No	Amount
					Vendor Subtotal for Dept:0000
					292.50
Dept:0000					
710-0000-2270-45	CCW Treatment Facility Phase I	Frontier California Inc	Phone-CCWWTF-8/4-9/3/16	48315	116.55
					Vendor Subtotal for Dept:0000
					116.55
Dept:0000					
710-0000-2270-45	CCW Treatment Facility Phase I	Cynthia McAfee	CCWWTF Property Mgmt Consu	48383	750.00
					Vendor Subtotal for Dept:0000
					750.00
Dept:0000					
710-0000-2270-45	CCW Treatment Facility Phase I	Southern California Edison Company	CCWWTF-Jul'16	48393	1,998.63
					Vendor Subtotal for Dept:0000
					1,998.63
Dept:0000					
710-0000-2270-47	Arts Donations	Malibu Friends of Music	Musicians Contract for Concert on	48382	469.75
					Vendor Subtotal for Dept:0000
					469.75
					Subtotal for Fund: 710
					6,540.56
Fund: 712					
Dept:0000					
712-0000-1015-00	Cash w/Fiscal Agent - Debt Svc	US Bank Attn V. Charmaine Hunter/	Carbon Beach Refudning CFD 20	48447	153,836.55
					Vendor Subtotal for Dept:0000
					153,836.55
					Subtotal for Fund: 712
					153,836.55
Fund: 713					
Dept:0000					
713-0000-1015-00	Cash w/Fiscal Agent - DS	US Bank Attn V. Charmaine Hunter/	Broad Beach AD 2010-1 P&I pay	48448	73,221.19

Account Number	description	Vendor	Description	Check No	Amount	
					Vendor Subtotal for Dept:0000	73,221.19
					Subtotal for Fund: 713	73,221.19
Fund: 900						
Dept:0000						
900-0000-2040-00	PERS Retirement	CalPERS Retirement	PR Batch 70011.08.2016 PERS E	48349	11,077.51	
					Vendor Subtotal for Dept:0000	11,077.51
Dept:0000						
900-0000-2040-01	PERS Retirement Prepaid	CalPERS Retirement	PR Batch 70011.08.2016 PEPRA	48349	2,311.83	
900-0000-2040-01	PERS Retirement Prepaid	CalPERS Retirement	PR Batch 70011.08.2016 PERS E	48349	15,125.48	
					Vendor Subtotal for Dept:0000	17,437.31
Dept:0000						
900-0000-2040-02	PERS/PEPRA Retirement	CalPERS Retirement	PR Batch 70011.08.2016 PEPRA	48349	2,168.37	
					Vendor Subtotal for Dept:0000	2,168.37
Dept:0000						
900-0000-2041-00	PARS	U.S. Bank	PR Batch 70011.08.2016 PARS -	48350	1,197.46	
900-0000-2041-00	PARS	U.S. Bank	PR Batch 70011.08.2016 PARS -	48350	251.09	
					Vendor Subtotal for Dept:0000	1,448.55
Dept:0000						
900-0000-2042-00	Deferred Compensation 457	ICMA Retirement Trust 457 - 303615	PR Batch 70011.08.2016 ICMA I	48346	982.90	
900-0000-2042-00	Deferred Compensation 457	ICMA Retirement Trust 457 - 303615	PR Batch 70011.08.2016 ICMA I	48346	10,386.34	
900-0000-2042-00	Deferred Compensation 457	ICMA Retirement Trust 457 - 303615	PR Batch 70011.08.2016 ER Con	48346	2,600.00	
					Vendor Subtotal for Dept:0000	13,969.24

Account Number	description	Vendor	Description	Check No	Amount
Dept:0000					
900-0000-2042-01	ICMA Loan Program	ICMA Retirement Trust 457 - 303615	PR Batch 70011.08.2016 ICMA I	48346	455.91
Vendor Subtotal for Dept:0000					455.91
Dept:0000					
900-0000-2043-00	Deferred Compensation 401	ICMA 401-Plan # 108658	PR Batch 70011.08.2016 ICMA -	48347	496.15
Vendor Subtotal for Dept:0000					496.15
Dept:0000					
900-0000-2043-00	Deferred Compensation 401	ICMA 401-Plan # 108650	PR Batch 70011.08.2016 ICMA -	48348	576.90
Vendor Subtotal for Dept:0000					576.90
Subtotal for Fund: 900					47,629.94
Report Total:					1,396,980.38



Council Agenda Report

To: Mayor La Monte and the Honorable Members of the City Council

Prepared by: Heather Glaser, Acting City Clerk

Approved by: Reva Feldman, City Manager 

Date prepared: August 29, 2016 Meeting date: September 12, 2016

Subject: Approval of Minutes

RECOMMENDED ACTION: Approve the minutes for the August 8, 2016 Regular City Council meeting.

FISCAL IMPACT: None.

DISCUSSION: Staff has prepared draft minutes for the August 8, 2016 Regular City Council meeting. Staff hereby submits the minutes for Council's approval.

ATTACHMENTS: August 8, 2016 Regular City Council meeting

MINUTES
MALIBU CITY COUNCIL
REGULAR MEETING
AUGUST 8, 2016
COUNCIL CHAMBERS
6:30 P.M.

CALL TO ORDER

Mayor La Monte called the meeting to order at 6:34 p.m.

ROLL CALL

The following persons were recorded in attendance by the Recording Secretary:

PRESENT: Mayor Lou La Monte; Mayor Pro Tem Skylar Peak; and Councilmembers Joan House, Laura Rosenthal and John Sibert

ALSO PRESENT: Christi Hogin, City Attorney; Reva Feldman, City Manager; Lisa Soghor, Assistant City Manager; Heather Glaser, Acting City Clerk; Craig George, Environmental Sustainability Director; Bonnie Blue, Planning Director; Bob Brager, Public Works Director; Matt Myerhoff, Media Information Officer; Rob DuBoux, Assistant Public Works Director; Arthur Aladjajian, Public Works Superintendent; and Travis Hart, Senior Public Works Inspector

PLEDGE OF ALLEGIANCE

Kelly Meyer led the Pledge of Allegiance.

APPROVAL OF AGENDA

MOTION Councilmember Rosenthal moved and Mayor La Monte seconded a motion to approve the agenda, adjourning in memory of former Parks and Recreation Director Bob Stallings.

In response to Councilmember House, City Manager Feldman stated the flag would be lowered for a week in memory of former Parks and Recreation Director Bob Stallings.

The motion carried unanimously by acclamation.

REPORT ON POSTING OF AGENDA

Acting City Clerk Glaser reported that the agenda for the meeting was properly posted on July 29, 2016.

ITEM 1 CEREMONIAL/PRESENTATIONS

A. Administration of Oath of Office to Mayor Pro Tem Peak

Robert Thurman swore in Skylar Peak as Mayor Pro Tem.

B. Presentation of City Tile to Travis Hart, Senior Public Works Inspector, for Seven Years of Service to the City

Mayor La Monte presented a City tile to Senior Public Works Inspector Hart.

Senior Public Works Inspector Hart thanked the Council and staff for its support.

ITEM 2.A. PUBLIC COMMENTS

Los Angeles County Fire Department (LACFD) Battalion Chief Mark Collett, discussed live fuel moisture in the mountains and the Ready, Set, Go! program to preplan for wildfires. He stated fire prevention started with the community.

In response to Councilmember Rosenthal, LACFD Battalion Chief Collett stated each fire station started brush inspections in May. He discussed the response from other agencies within the City.

Mayor La Monte thanked LACFD Battalion Chief Collett for his service.

Dave Rydman, Waterworks District 29, discussed conservation in June 2016 and the urban water management plan.

Corinne Denson invited the Council to view the documentary *Vaxxed* on August 22, 2016, at 7:30 p.m., at the Regency Theater in Agoura Hills. She presented a trailer for the documentary.

Sandra Provencio discussed vaccinations and Dr. Wakefield.

Richard Robertson discussed the 3.5-foot access gate at 24038 Malibu Road installed by the Mountains Recreation Conservation Authority (MRCA). He stated the gate should be 7.5 feet high.

Joy Dupuis discussed SB 277 and SB 792 regarding vaccinations.

Mike Harriel, Southern California Gas Company Public Affairs Manager, stated 60% of electricity consumed in the region was generated by natural gas, 90% of which came from out-of-state. He encouraged everyone to visit www.ConserveEnergySoCal.com to better understand the relationship between electricity and natural gas.

Joseph was not present at the time of the hearing.

Pam was not present at the time of the hearing.

ITEM 2.B. COMMISSION / COMMITTEE / CITY MANAGER UPDATES

City Manager Feldman introduced Assistant City Manager Lisa Soghor and congratulated Senior Public Works Inspector Hart. She discussed recent theft from the blue United States Postal Service drop boxes and encouraged the community to take their mail directly to the Post Office. She stated her thoughts and prayers were with the Stallings family.

ITEM 2.C. SUBCOMMITTEE REPORTS / COUNCIL COMMENTS

Councilmember Rosenthal stated she had a wonderful relationship with former Parks and Recreation Director Stallings. She stated she attended a Los Angeles County Library Commission meeting, a Malibu Area Conservation Coalition (MACC) meeting, and a Joint Powers Insurance Authority (JPIA) meeting. She announced the next Pacific Coast Highway (PCH) Task Force meeting on August 17, 2016, and the next Zoning Ordinance Revisions and Code Enforcement Subcommittee (ZORACES) meeting on August 9, 2016. She stated the City's Student Intern Program application period was August 11 through September 9, 2016. She announced the next Malibu Library Speaker Series event on August 30, 2016. She congratulated Mayor Pro Tem Peak and Senior Public Works Inspector Hart.

In response to Councilmember Rosenthal, Planning Director Blue stated the coastal development permit for 24038 Malibu Road, approved by the Planning Commission and appealed to and approved by the City Council, was for a gate height of 42 inches. Councilmember Rosenthal and Councilmember House requested information on alternatives to the current gate height.

Mayor Pro Tem Peak thanked LACFD Battalion Chief Collett and Senior Public Works Inspector Hart. He stated he was a former Parks and Recreation Commissioner and had the opportunity to work with then Parks and Recreation Director Stallings. He stated his prayers were with the Stallings family.

Councilmember House congratulated Senior Public Works Inspector Hart. She discussed the importance of brush clearance. She discussed former Parks and Recreation Director Stallings.

Councilmember Sibert stated former Parks and Recreation Director Stallings was instrumental in creating the three parks the City had built in the past eight years. He congratulated Mayor Pro Tem Peak. He discussed stormwater and sea level rise.

Mayor La Monte thanked Senior Public Works Inspector Hart. He stated former Parks and Recreation Director Stallings would be missed and that his thoughts and prayers were with the Stallings family. He discussed the Sheriff's Liability Trust Fund. He stated he attended a Los Angeles County Commission on Alcohol and Other Drugs meeting, a California Contract Cities Association (CCCA) strategic planning meeting, an Administration and Finance Subcommittee meeting, the Sheriff's Appreciation Day at the Malibu/Lost Hills Sheriff's Station, and the League of California Cities Los Angeles Division Officer Installation Ceremony.

ITEM 3 CONSENT CALENDAR

MOTION Councilmember Rosenthal moved and Councilmember Sibert moved to approve the consent calendar. The motion carried unanimously.

The Consent Calendar consisted of the following items:

- A. Previously Discussed Items
None.
- B. New Items
 - 1. Waive Further Reading
Recommended Action: After the City Attorney has read the title, waive full reading of ordinances considered on this agenda for introduction on first reading and/or second reading and adoption.
 - 2. Approve Warrants
Recommended Action: Allow and approve warrant demand numbers 47902-48190 listed on the register from the General Fund and direct the City Manager to pay out the funds to each of the claimants listed in Warrant Register No. 577 in the amount of the warrant appearing opposite their names, for the purposes stated on the respective demands in a total amount of \$2,193,323.34. City of Malibu payroll check numbers 4680-4687 and ACH deposits were issued in the amount of \$331,675.95.
 - 3. Approval of Minutes
Recommended Action: Approve the minutes for the June 27, 2016 Regular City Council meeting and July 11, 2016 Regular City Council meeting.
 - 4. Amendment to Agreement with Cotton, Shires & Associates to Provide Professional Consulting Geology Services
Recommended Action: Authorize the City Manager to execute Amendment No. 1 to Agreement with Cotton, Shires & Associates to update the Scope of Work and Cost Schedule, and to allow for a two-year extension of the existing agreement through June 30, 2018.
 - 5. Records Retention Schedules
Recommended Action: Adopt Resolution No. 16-36 adopting records retention schedules, authorizing the destruction of certain City records, and repealing Resolution Nos. 14-39 and 15-16.

6. Job Specifications for Financial Analyst, Information Systems Manager, Human Resources Technician and Human Resources Manager
Recommended Action: Adopt Resolution No. 16-37 approving the job specifications for Financial Analyst, Information Systems Manager, Human Resources Technician and Human Resources Manager.
7. Approval of Final Parcel Map No. 24070
Recommended Action: Adopt Resolution No. 16-38 approving Final Parcel Map No. 24070, Assessor Parcel Number 4469-026-005 on Pacific Coast Highway, for recordation.
8. Amendment to Agreement with MNS Engineers, Inc.
Recommended Action: Authorize the City Manager to execute Amendment No. 2 to the Professional Services Agreement with MNS Engineers, Inc. to extend the term of the Agreement for professional land surveying services.
9. Amendment to Agreement with Kimley-Horn and Associates, Inc.
Recommended Action: Authorize the City Manager to execute Amendment No. 2 to the Professional Services Agreement with Kimley-Horn and Associates, Inc. to extend the term of the Agreement for professional traffic engineering services.

ITEM 4 ORDINANCES AND PUBLIC HEARINGS

- A. Speed Limits Ordinance
Recommended Action: 1) After the City Attorney reads the title, introduce on first reading Ordinance No. 408 amending Chapter 10.08 (Speed Limits) of the Malibu Municipal Code to establish speed limits on City streets; and 2) Direct staff to schedule second reading and adoption of Ordinance No. 408 for the August 22, 2015 Regular City Council meeting.

Public Works Director Brager presented the staff report.

MOTION Councilmember Sibert moved and Mayor Pro Tem Peak seconded a motion to: 1) introduce on first reading Ordinance No. 408 amending Chapter 10.08 (Speed Limits) of the Malibu Municipal Code to establish speed limits on City streets; and 2) direct staff to schedule second reading and adoption of Ordinance No. 408 for the August 22, 2015 Regular City Council meeting. The motion carried unanimously.

- B. Purchase of ≈35-acres located at Trancas Canyon Road and Pacific Coast Highway (APN 4470-012-045) (commonly known as Trancas Field); Resolution of *Trancas PCH v. City of Malibu*, LACSC Case No. 145311
Recommended Action: 1) Identify the source of funds to complete the purchase; and 2) Approve the terms for the resolution of the lawsuit, including the final settlement agreement and the related purchase and sales agreement subject to editorial non-substantive changes approved by the City Attorney.

City Attorney Hogin presented the staff report. She discussed the 25 years she had spent defending the City in the case.

City Manager Feldman thanked City Attorney Hogin for her work on the case. She stated the best option was to move forward with issuing Certificates of Participation (CoPs) for financing the full purchase price. She stated she would return with a reimbursement resolution.

John Mazza stated the property purchase was a great opportunity for the City. He discussed an adjacent property the City should acquire.

Patt Healy thanked the Council for considering the property purchase.

Councilmember Rosenthal discussed Trancas Town, and thanked City Attorney Hogin and Ms. Healy.

MOTION Mayor Pro Tem Peak moved and Councilmember Rosenthal seconded a motion to: 1) authorize the City Manager to return to Council to approve the issuance of COPs in the amount of the full purchase price of \$11,377,000 for ≈35 acres located at Trancas Canyon Road and Pacific Coast Highway (APN 4470-012-045) (commonly known as Trancas Field); and 2) approve the terms for the resolution of the lawsuit *Trancas PCH v. City of Malibu*, LACSC Case No. 145311, including the final settlement agreement and the related purchase and sales agreement subject to editorial non-substantive changes approved by the City Attorney.

Mayor Pro Tem Peak discussed the need for open space in the west end of town.

Councilmember Sibert indicated support for the item.

Councilmember House thanked City Attorney Hogin for her hard work in the matter.

City Attorney Hogin clarified the Council action authorized the purchase of the property.

The question was called and the motion carried unanimously.

ITEM 5 OLD BUSINESS

- A. Point Dume Traffic Calming Improvements Action Suspension
Recommended Action: Suspend the March 14, 2016 City Council action regarding Point Dume Traffic Calming Improvements to require removal of landscape encroachments, with the exception of mature trees, by private property owners into the public right-of-way, pending the results of the Point Dume Traffic Plan Survey and additional community and Council input.

City Manager Feldman presented the staff report.

James Boyd questioned whether additional parking on the Point would be traffic calming. He requested the action be rescinded.

Matt Rapf discussed the neighborhood consensus for speed humps on Grayfox Street. He indicated opposition to encroachment removal on Point Dume and requested the action be rescinded.

Laureen Sills indicated opposition to encroachment removal on Point Dume. She requested the action be rescinded and that the Council create a Point Dume Task Force with two members from each street.

John Mazza deferred his time to Jeff Mazarella.

Jeff Mazarella stated residents on the Point were interested in retaining the rural feeling of the community. He stated the survey should be shelved and the action rescinded.

Mark DiPaola discussed his code enforcement case.

Anita Miles requested the action be rescinded.

Peggy Hall Kaplan deferred her time to Sam Hall Kaplan.

Sam Hall Kaplan requested the action be rescinded and the survey shelved.

Clifford Selbert stated any change that favored cars over people was a mistake and stated the action should be rescinded.

Paul Moore was not present at the time of the hearing.

Sharon Richstone deferred her time to Don Richstone.

Carrie Ostrom deferred her time to Don Richstone.

Jefferson Wagner deferred his time to Don Richstone.

Don Richstone stated Mr. DiPaola's case was about encroachment. He stated the Council was interested in more parking and that the action should be rescinded. Sam Seelig stated there needed to be speed humps on Grasswood Avenue. He stated the removal of encroachments on Point Dume would create more traffic.

Dawn Stevens indicated opposition to encroachment removal on Point Dume.

RECESS Mayor La Monte called a recess at 8:36 p.m. The meeting reconvened at 8:39

p.m. with all Councilmembers present.

MOTION Mayor Pro Tem Peak moved and Councilmember Rosenthal seconded a motion to rescind the March 14, 2016 City Council action regarding Point Dume Traffic Calming Improvements to require removal of landscape encroachments, with the exception of mature trees, by private property owners into the public right-of-way.

Mayor Pro Tem Peak discussed the history of Point Dume traffic. He stated it was not the intention of the Council to add parking on the Point. He discussed the removal of encroachments on Busch Drive.

Councilmember Sibert stated he was not in favor of vegetation removal in the public right-of-way. He stated Point Dume should be looked at one street at a time.

Councilmember House indicated support for a Point Dume Task Force. She stated the City was liable for easements.

Councilmember Rosenthal stated the idea of encroachment removals originated with two Point Dume residents. She stated the goal was public safety and that the residents of Point Dume should make recommendations for individual streets.

Mayor La Monte stated the residents in favor of encroachment removal were afraid to come forward and speak in public. He indicated support for rescinding the previous City Council action.

The question was called and the motion carried unanimously.

ITEM 6 NEW BUSINESS

- A. Whether the City may declare the use of caulking/building materials containing polychlorinated biphenyls (PCBs) a nuisance under the Malibu Municipal Code and require that the Santa Monica-Malibu Unified School District (SMMUSD) conduct additional tests for the presence of PCBs and abate such nuisance conditions on its properties within the City

Recommended Action: 1) Receive and file this report; and 2) Decide whether to engage special counsel for a more extensive analysis.

City Attorney Hogin presented the staff report.

Steve Massietti deferred his time to Carey Upton.

Gail Pinsker deferred her time to Carey Upton.

Carey Upton, SMMUSD Interim Director of Facility Improvement Projects, discussed the improvements scheduled for SMMUSD sites. He stated post-removal testing would be done for PCBs on all remaining materials.

Kevin Shenkman, on behalf of SMMUSD Board Member de la Torre, stated the City Council was the fact finder in nuisance abatement proceedings and that a court would have to give deference to the facts found by the City.

Craig Foster, SMMUSD Board Member, thanked the Council for its ongoing attention. He stated the potential or actual presence of PCBs in Malibu schools was unacceptable. He requested the Council reiterate its deep concern over the unnecessary burden to the Malibu community and reserve legal investigation as a future option.

Jennifer deNicola stated there was proof of contamination. She stated her daughter and several Malibu children were now enrolled at Oak Park High School.

Matt deNicola stated the work SMMUSD planned to do would not remove all PCBs.

In response to Mayor Pro Tem Peak, Mr. Upton stated PCBs were tested for in the district as renovations were undertaken. Mayor Pro Tem Peak questioned why other Malibu schools had not been tested for PCBs and why the issues had not been addressed earlier.

In response to Councilmember Rosenthal, Mr. Upton stated the windows, paint, floors, and doors project had to go through the Division of State Architects. He stated remediation of Webster Elementary School was scheduled for 2017 and Point Dume Marine Science School was scheduled for 2018 or 2019. Mr. Massietti stated SMMUSD could not take all elementary schools offline in the same summer.

Councilmember Sibert discussed the amount of money SMMUSD had spent on defending the reason nothing had been done rather than testing to know what toxins were actually present.

In response to Councilmember House, Mr. Upton stated the SMMUSD had followed the EPA guidelines for the schedule of testing. He stated early testing could show PCBs at schools that had not yet been tested, which would force SMMUSD to move students out of classrooms more quickly. City Attorney Hogin suggested engaging California Strategies in garnering the direct attention of the EPA on the matter.

Mayor La Monte stated the question was whether the other two schools were contaminated.

Councilmember Sibert stated that EPA Region 9 had as yet been unresponsive on the matter.

Councilmember House indicated support for a definitive plan of action.

CONSENSUS

By consensus the Council directed the City Manager and City Attorney to: 1) develop a plan to contact EPA Region 9 regarding testing for PCBs at Malibu school sites; and 2) bring back an item at the September 12, 2016 Regular City Council meeting outlining the results of those efforts and possible legal options should the EPA be reluctant to intervene.

ITEM 7 COUNCIL ITEMS

- A. Designation of Voting Delegate and Alternative Voting Delegate for the 2016 League of California Cities Annual Conference
Recommended Action: Designate the City's voting delegate and alternate voting delegate for the League of California Cities 2016 Annual Conference scheduled for October 5-7, 2016, in Long Beach.

MOTION Councilmember House moved and Councilmember Rosenthal seconded a motion to nominate Mayor La Monte as the voting delegate and Mayor Pro Tem Peak as the alternate voting delegate for the League of California Cities 2016 Annual Conference scheduled for October 5-7, 2016, in Long Beach. The motion carried unanimously.

- B. Ban on All Plastic Food Storage and Serving Products (Mayor Pro Tem Peak)
Recommended Action: At the request of Mayor Pro Tem Peak, consider directing staff to bring back an ordinance to amend the Malibu Municipal Code to ban all plastic food storage and serving products and require all food vendors in the City to use only food packaging and serving products made from biodegradable materials.

Tim James, California Grocers Association, discussed the operator perspective, health and safety concerns, and ultimate disposal options.

Mayor Pro Tem Peak stated he would like to continue the item to a later date.

Councilmember House requested more information on health and safety.

Councilmember Sibert requested composting options.

Councilmember Rosenthal requested more information on what other communities of similar size had done. She requested Councilmember Sibert provide information on what other Las Virgenes-Malibu Council of Government members were doing.

CONSENSUS

By consensus the Council continued consideration of directing staff to bring back an ordinance to amend the Malibu Municipal Code to ban all plastic food storage and serving products and require all food vendors in the City to use only food packaging and serving products made from biodegradable materials, pending further information on health and safety and the efforts of surrounding communities.

ADJOURNMENT

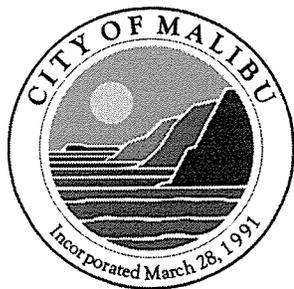
At 9:55 p.m. Mayor La Monte adjourned the meeting in memory of former Parks and Recreation Director Bob Stallings.

Approved and adopted by the City Council of the
City of Malibu on _____, 2016.

LOU LA MONTE, Mayor

ATTEST:

HEATHER GLASER, Acting City Clerk
(seal)



Council Agenda Report

To: Mayor La Monte and the Honorable Members of the City Council

Prepared by: Heather Glaser, Acting City Clerk

Approved by: Reva Feldman, City Manager 

Date prepared: August 22, 2016 Meeting date: September 12, 2016

Subject: City's Conflict of Interest Code

RECOMMENDED ACTION: Adopt Resolution No. 16-39 adopting the City's Conflict of Interest Code and repealing Resolution No. 15-15.

FISCAL IMPACT: None.

DISCUSSION: Government Code Section 87300 requires the City to adopt a Conflict of Interest Code. Additionally, a biennial review of the code is to be conducted. The City's Conflict of Interest Code was last amended on February 23, 2015, by Resolution No. 15-15.

Government Code Section 87200 designates the officials required to file statement of economic interests. The Malibu officials include City Councilmembers, City Manager, City Attorney, Planning Commissioners and City Treasurer. Additionally the City's Conflict of Interest Code must designate the positions within the City that involve the making or participation in the making of decisions that may foreseeably have a material effect on any financial interest. On August 8, 2016, the City Council adopted Resolution No. 16-37, approving the job specifications for Financial Analyst, Information Systems Manager, Human Resources Technician and Human Resources Manager. In order for the Conflict of Interest Code to be consistent with the authorized positions, Resolution No. 16-39 is presented for Council consideration.

Newly designated positions will be required to file assuming office statements within 30 days of adoption of the City's code.

Resolution No. 16-39 adopts the City's Conflict of Interest Code and repeals the previous code.

ATTACHMENT: Resolution No. 16-39

RESOLUTION NO. 16-39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MALIBU
ADOPTING THE CONFLICT OF INTEREST CODE AND REPEALING
RESOLUTION NO. 15-15

The City Council of the City of Malibu does hereby find, order and resolve as follows:

SECTION 1. Recitals.

- A. The Political Reform Act, Government Code sections 81000, et seq., requires the adoption of a conflict of interest code and biennial review.
- B. Government Code Section 87306 requires every agency to amend its conflict of interest code when changes occur, which include the creation of new positions that must be designated positions, the deletion of old positions and relevant changes in the duties assigned to existing positions.
- C. Section 2 accurately sets forth those positions which should be designated and the categories of financial interests, which should be made reportable.

SECTION 2. The City requires full disclosure for the positions listed below, which participate in making decisions that may foreseeably have a material effect on financial interests. Full Disclosure includes all interests in real property in the City of Malibu, as well as investments, business positions, and sources of income, including gifts, loans, and travel payments.

Assistant City Attorney
Assistant City Manager
Assistant Civil Engineer
Assistant Public Works Director/City Engineer
Assistant to the City Manager
Associate Civil Engineer
Building Inspector
City Biologist
City Clerk
City Geologist
Code Enforcement Officer
Consultants*
Environmental Sustainability Department Director/Building Official
Environmental Sustainability Department Manager/Deputy Building Official
Environmental Health Administrator
Environmental Programs Manager
Finance/Accounting Manager
Human Resources Manager
Information Systems Administrator
Information Systems Manager

Mobilehome Park Rent Stabilization Commissioners
Parks and Recreation Director
Permit Services and Code Enforcement Manager
Planning Director
Planning Manager
Principal Planner
Public Works Director/City Engineer
Public Works Inspector
Public Works Superintendent
Recreation Manager
Senior Building Inspector
Senior Civil Engineer
Senior Code Enforcement Officer
Senior Planner
Senior Public Works Inspector

Additional positions required to provide full disclosure pursuant to Government Code Section 87200 include:

City Attorney
City Council
City Manager
City Treasurer
Planning Commissioners

*Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation: The City Manager may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination must include a description of the consultant's duties and, based upon the description, a statement of the extent of disclosure requirements. The City Manager's determination is a public record and must be retained for public inspection in the same manner and location as this Conflict of Interest Code.

SECTION 3. Resolution No. 15-15 is hereby repealed.

SECTION 4. The Political Reform Act requires state and local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regulations Section 18730, which contains the terms of a standard Conflict of Interest Code, that can be incorporated by reference and which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearings. The terms of 2 Cal. Code of Regulations Section 18730, and any amendments to it duly adopted by the Fair Political Practices Commission, are hereby incorporated by reference. These provisions constitute the Conflict of Interest Code of the City of Malibu. The City of Malibu is considered the "agency" within the purview of this code. The Conflict of Interest

Resolution No. 16-39
Page 3 of 3

Code of the City of Malibu so adopted amends and replaces any Conflict of Interest Code of the City of Malibu previously in effect.

SECTION 5. Designated positions must file Statements of Economic Interests with the City Clerk; the originals of which will be on file with the City Clerk's office. Originals for those filers designated under Government Code Section 87200 are maintained by the Fair Political Practices Commission. The City Clerk will perform the duties of Filing Officer for the City of Malibu.

SECTION 6. Any change provided for in this Conflict of Interest Code will not affect or excuse any offense or act committed or done or omission or any penalty or forfeiture incurred or accruing under any other Conflict of Interest Code; nor will it affect any prosecution, suit or proceeding pending or any judgment rendered in connection with any other Conflict of Interest Code.

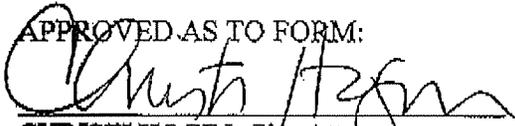
SECTION 7. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED, and ADOPTED this 12th day of September 2016.

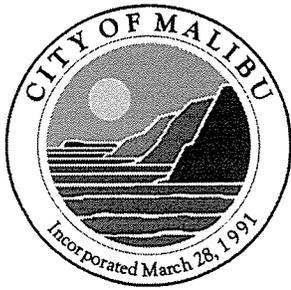
LOU LA MONTE, Mayor

ATTEST:

HEATHER GLASER, Acting City Clerk
(seal)

APPROVED AS TO FORM:


CHRISTI HOGIN, City Attorney



Council Agenda Report

To: Mayor La Monte and the Honorable Members of the City Council

Prepared by: Robert DuBoux, Assistant Public Works Director/City Engineer

Reviewed by: Robert L. Brager, Public Works Director/City Engineer

Approved by: Reva Feldman, City Manager 

Date prepared: August 24, 2016 Meeting date: September 12, 2016

Subject: Professional Services Agreement with Kimley-Horn and Associates, Inc.

RECOMMENDED ACTION: Authorize the City Manager to execute a Professional Services Agreement with Kimley-Horn and Associates, Inc. (Kimley-Horn) in an amount not to exceed \$494,840 for engineering design services for the design of the Civic Center Way Improvements Project.

FISCAL IMPACT: Funding for this project was included in the Adopted Budget for Fiscal Year 2016-2017 in Account No. 310-9061-5100 (Civic Center Way Improvements).

DISCUSSION: On March 14, 2016, the City Council authorized the City Manager to execute the Measure R Funding Agreement for the Civic Center Way Improvements Project. The funding agreement allocated \$3 million for the design, permitting, and construction of the Civic Center Way Improvements Project. The project consists of improvements along Civic Center Way between Malibu Canyon Road and Webb Way. The project improvements will improve traffic safety and flow and will include, but are not limited to, demolition and earthwork to improve the horizontal and vertical curves of the existing roadway and widen the roadway, installation of minor retaining walls, installation of turn lanes, installation of sidewalk facilities, asphalt concrete overlay, concrete curb and gutter, storm water conveyance, traffic striping and signage, and associated utility work.

On April 26, 2016, the City issued a Request for Qualifications/Proposals (RFQ/P) for engineering design services for the Civic Center Way Improvements Project. On May 17, 2016, the City received three proposals, and on May 31, 2016, the following firms were interviewed:

- MNS Engineers Inc.
- Kimley-Horn
- CNC Engineering

A selection panel reviewed the proposals and evaluated each consultant. The selection panel identified Kimley-Horn as the most qualified for this project. Kimley-Horn has successfully completed several pedestrian and intersection improvement projects for other Southern California agencies, including the recent Agoura Road Widening Project and the Mulholland Highway Scenic Corridor Project in Calabasas. Kimley-Horn is familiar with the project area and has provided Traffic Engineering services for the City.

Staff recommends authorizing the City Manager to execute a professional services agreement with Kimley-Horn in the amount not to exceed \$494,840 for engineering design services for the Civic Center Way Improvements Project.

ATTACHMENT: Professional Services Agreement with Kimley-Horn

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of September 12, 2016 by and between the City of Malibu (hereinafter referred to as the "City"), and Kimley-Horn and Associates, Inc. (hereinafter referred to as "Consultant").

The City and the Consultant agree as follows:

RECITALS

A. The City does not have the personnel able and/or available to perform the services required under this Agreement.

B. The City desires to contract out for consulting services for certain projects relating to the design of Civic Center Way Improvements Project.

C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.

D. The City desires to contract with the Consultant to perform the services as described in Exhibit A of this Agreement.

NOW, THEREFORE, the City and the Consultant agree as follows:

1.0 SCOPE OF THE CONSULTANT'S SERVICES. The Consultant agrees to provide the services and perform the tasks set forth in the Scope of Work, attached to and made part of this Agreement, except that, to the extent that any provision in Exhibit A conflicts with this Agreement, the provisions of this Agreement govern. The Scope of Work may be amended from time to time by way of a written directive from the City.

2.0 TERM OF AGREEMENT. This Agreement will become effective on September 12, 2016, and will remain in effect for a period of 3 years from said date unless otherwise expressly extended and agreed to by both parties or terminated by either party as provided herein.

3.0 CITY AGENT. The City Manager, or her designee, for the purposes of this Agreement, is the agent for the City; whenever approval or authorization is required, Consultant understands that the City Manager, or her designee, has the authority to provide that approval or authorization.

4.0 COMPENSATION FOR SERVICES. The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the Exhibit "A" Scope of Work and per Exhibit "B" compensation schedule. The cost of services shall not to exceed \$494,840. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or her designee.

4.1 The Consultant shall submit to the City, by no later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. The City shall pay the Consultant all uncontested amounts set forth in the Consultant's bill within 30 days after it is received.

5.0 CONFLICT OF INTEREST. The Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by the Consultant under this Agreement. The Consultant further represents that in performance of this Agreement, no person having any such interest shall be employed by it.

5.1 The Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this contract, the Consultant shall not offer, encourage or accept any financial interest in the Consultant's business by any City employee or official.

5.2 If a portion of the Consultant's services called for under this Agreement shall ultimately be paid for by reimbursement from and through an agreement with a developer of any land within the City or with a City franchisee, the Consultant warrants that it has not performed any work for such developer/franchisee within the last 12 months, and shall not negotiate, offer or accept any contract or request to perform services for that identified developer/franchisee during the term of this Agreement.

6.0 GENERAL TERMS AND CONDITIONS.

6.1 Termination. Either the City Manager or the Consultant may terminate this Agreement, without cause, by giving the other party ten (10) days written notice of such termination and the effective date thereof.

6.1.1 In the event of such termination, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of the Consultant under this Agreement shall be returned to the City. If the City terminates this Agreement without cause, the Consultant shall prepare and shall be entitled to receive compensation pursuant to a close-out bill for services rendered and fees incurred pursuant to this Agreement through the notice of termination. If the Consultant terminates this Agreement without cause, the Consultant shall be paid only for those services completed in a manner satisfactory to the City.

6.1.2 If the Consultant or the City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant or the City violate any of the covenants, agreements, or stipulations of this Agreement, the Consultant or the City shall have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date of such termination. The Consultant shall be entitled to receive compensation in accordance with the terms of this Agreement for any work satisfactorily completed hereunder. Notwithstanding the foregoing, the Consultants shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to off-set anticipated damages.

6.2 Non-Assignability. The Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of the City.

6.3 Non-Discrimination. The Consultant shall not discriminate as to race, creed, gender, color, national origin or sexual orientation in the performance of its services and duties pursuant to this Agreement, and will comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.

6.4 Insurance. The Consultant shall submit to the City certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement:

(a) Workers Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees.

(b) Comprehensive general and automobile liability insurance protecting the Consultant in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of one occurrence, and \$500,000 for property damages or a combined single limit of \$1,000,000. Each such policy of insurance shall:

1) Be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California or which is approved in writing by City.

2) Name and list as additional insured the City, its officers and employees.

3) Specify its acts as primary insurance.

4) Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled nor materially changed except upon thirty (30) days prior written notice to the City of such cancellation or material change."

5) Cover the operations of the Consultant pursuant to the terms of this Agreement.

6.5 Indemnification. Consultant shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Consultant's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of the City. The Consultant shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims

determined by a trier of fact to have been the result of the Consultant's negligent, reckless or willful misconduct. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

6.6 Compliance with Applicable Law. The Consultant and the City shall comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.

6.7 Independent Contractor. This Agreement is by and between the City and the Consultant and is not intended, and shall not be construed, to create the relationship of agency, servant, employee, partnership, joint venture or association, as between the City and the Consultant.

6.7.1. The Consultant shall be an independent contractor, and shall have no power to incur any debt or obligation for or on behalf of the City. Neither the City nor any of its officers or employees shall have any control over the conduct of the Consultant, or any of the Consultant's employees, except as herein set forth, and the Consultant expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants or employees are in any manner employees of the City, it being distinctly understood that the Consultant is and shall at all times remain to the City a wholly independent contractor and the Consultant's obligations to the City are solely such as are prescribed by this Agreement.

6.8 Copyright. No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

6.9 Legal Construction.

(a) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

(b) This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

(c) The article and section, captions and headings herein have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

(d) Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

6.10 Counterparts. This Agreement may be executed in counterparts and as so executed shall constitute an agreement which shall be binding upon all parties hereto.

6.11 Final Payment Acceptance Constitutes Release. The acceptance by the Consultant of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to the Consultant for anything done, furnished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of the Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

6.12 Corrections. In addition to the above indemnification obligations, the Consultant shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to the Consultant.

6.13 Files. All files of the Consultant pertaining to the City shall be and remain the property of the City. The Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

6.14 Waiver; Remedies Cumulative. Failure by a party to insist upon the performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

6.15 Mitigation of Damages. In all such situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

6.16 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

6.17 Attorneys' Fees. The parties hereto acknowledge and agree that each will bear his/her or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

6.18 Entire Agreement. This Agreement constitutes the whole agreement between the City and the Consultant, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes or modifications to this Agreement must be made in writing appropriately executed by both the City and the Consultant.

6.19 Notices. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

CITY:	Reva Feldman City Manager City of Malibu 23825 Stuart Ranch Road Malibu, CA 90265-4861 TEL (310) 456-2489 x 224 FAX (310) 456-2760	CONSULTANT:	Michael Choi Project Manager Kimley Horn and Associates Inc 660 S Figueroa St. Ste. 2050 Los Angeles CA 90017 TEL (213) 261-4038
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6.20 Warranty of Authorized Signatories. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign.

7.0 GENERAL TERMS AND CONDITIONS. (City and Consultant initials required at EITHER 7.1 or 7.2)

7.1 Disclosure Required. By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18701(a)(2) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City's Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City's Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant's disclosure obligations in accordance with the City's Conflict of Interest Code.

City Initials _____
Consultant Initials RDB

Agreement for Professional Services
Kinley-Horn and Associates, Inc.
Page 7 of 7

7.2 Disclosure not Required. By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a "consultant" for the purpose of the California Political Reform Act because Consultant's duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18701(a)(2)(A) and is otherwise not serving in staff capacity in accordance with the City's Conflict of Interest Code.

City Initials
Consultant Initials PAE

This Agreement is executed on _____, 2016, at Malibu, California, and effective as of September 12, 2016.

CITY OF MALIBU:

REVA FELDMAN, City Manager

ATTEST:

HEATHER GLASER, Acting City Clerk
(seal)

CONSULTANT:

Robert D. Obwime, V.P.
By: ROBERT D. OBWIME, V.P.

APPROVED AS TO FORM:

Christi Hogin
CHRISTI HOGIN, City Attorney

Exhibit A – Scope of Work

Civic Center Way Roadway Improvements Project

Task I. Environmental Analysis – Environmental Clearance and Coastal Development Permit

- a. a. Conduct technical analysis for the project. The consultant will conduct an analysis of site conditions, including:
 - i. Adjacent parcel ownership and use
 - ii. Views to and from the site
 - iii. Site topography
 - iv. Permit requirements
 - v. CEQA and City of Malibu requirements
 - vi. Local Implementation Plan conformance analysis

- b. Conduct biological and cultural studies for the project.

The Consultant will prepare biological and cultural resource studies as part of this task. Both studies will include records searches and field surveys of site conditions. Potential direct and indirect impacts to identified biological or cultural resources will be identified and, as appropriate, mitigated. The biological resources study does not include any special status species protocol surveys or other specialized studies (e.g., jurisdictional delineation). Such studies are not anticipated to be needed, but we will notify the City immediately if reconnaissance level surveys identify the need for additional survey work.

- c. Prepare environmental documents consistent with CEQA Guidelines for review and approval by the City following the completion of appropriate technical analysis and studies.

The Consultant will prepare the required CEQA documentation for the project, which is anticipated to be a Mitigated Negative Declaration (MND). The MND will summarize the findings of the technical studies completed as part of items a. and b. and address issues on the CEQA checklist. The checklist responses will be supported by data and analysis. As appropriate, impacts will be quantified and compared to applicable thresholds. The Consultant will prepare an Administrative Draft MND for internal review (City review prior to public review), a Public Review Draft MND, and a Final MND, which will include responses to public comments on the Public Review Draft and a Mitigation Monitoring and Reporting Plan (MMRP).

Other technical analyses can be completed as part of the California Environmental Quality Act (CEQA) document prepared as part of item c. These include noise study/measurements, air quality tabulation report, and research for hazardous materials (no technical analysis). Visual photo simulations are not anticipated to be required for the project.

- d. Prepare a Coastal Development Permit Application.
- e. Prepare technical analysis or studies for a Coastal Development Permit and other applicable permits necessary for the project.

The Consultant will prepare a Coastal Development Permit Application, which will involve review of improvement plans for consistency with traffic mitigation measures and the Local Implementation Plan; consultations/meetings with Public Works staff and other interested parties; staff report preparation, and presentation(s) before the Planning Commission.

- f. Make up to (2) two presentations to regulatory agencies and/or public meetings as necessary. The Consultant will make up to (2) two presentation on the MND findings and/or Coastal Development permit.

Deliverables:

1. Technical analysis report
2. Biological and Cultural studies
3. Draft and Final CEQA MND
4. Coastal Development Permit

Task 2. Preliminary Design

- a. Data Collection and Project Setup

- i. Review of Existing Project Data

The Consultant will examine and review readily available right-of-way maps, parcel maps, City provided as-built drawings and other existing documents/reports/studies as available. The Consultant will research, review and understand City of Malibu Local Coastal Program and City of Malibu General Plan. The Consultant will review the current improvement plans within the vicinity of the project limits including the La Paz offsite mitigation plans and Civic Center Wastewater Treatment Facility projects to be provided by the City to coordinate design to minimize conflicts.

- ii. Field Investigation/Site Assessment

The Consultant will conduct field reviews to analyze the existing conditions and identify design issues. The consultant will document existing site conditions with field notes, drawings, photographs, and/or video. Field notes will be provided upon request.

- iii. Civic Center Way to PCH Ramp Evaluation: The Consultant will evaluate the need for the existing on-ramp connection from Civic Center Way to PCH. The Consultant will collect new 24-hour vehicle counts and obtain 5-year accident data for this location. The Consultant will also obtain projected future traffic volumes from recently completed traffic studies in the area. Based upon the current and future projected traffic volumes, the Consultant will determine whether the removal of this on-ramp would affect the operations at adjacent intersections. The Consultant will also identify the non-standard features of this on-ramp and document the results in a technical memorandum. The

Consultant will prepare a Permit Engineering and Evaluation Report (PEER) to be submitted along with the construction plans for Caltrans review.

iv. Geotechnical Study

The Consultant will provide asphalt-concrete pavement coring, and subsurface soil testing to provide geotechnical engineering recommendations for pavement rehabilitation.

- Perform visual pavement surface condition assessment

A visual pavement condition assessment will be performed to aid in pavement evaluation and selection of exploratory coring locations within the project limit along Civic Center Way from Malibu Canyon Road to Webb Way and a portion of Webb Way from Civic Center Way to PCH. The type of distress on the pavement will be logged. This information will be used to assist in developing pavement structural design recommendations and identifying exploratory coring locations based on the existing conditions. Coring locations will also be identified and marked during this task.

- Perform and coordinate pavement testing and sampling
 - Coring and boring - In order to determine the existing structural thickness of the pavement, the Consultant will perform coring on the existing pavement section. We will notify Underground Service Alert (USA) of the proposed subsurface exploration locations at least 48 hours prior to exploration so that conflicts between the proposed locations and underground utilities can be identified. We have assumed that The City will provide as-built utility plans for the areas proposed for exploration and perform a field review of our locations. The Consultant will perform up to 8 cores, 3 of them to a depth of approximately 5 feet or refusal, whichever is shallower. The Consultant anticipates performing the cores in one shift of 12 hours with field operations between the hours of 7am and 4pm. Coring will be conducted in accordance with the ASTM 5361M-14 standard. Traffic control shall be provided based on the current WATCH manual and assumes that a detailed traffic control plan preparation and approval is assumed to be not required. No fee permits are assumed to be provided by the City for the work.
 - Dynamic cone penetrometer (DCP) - At each of the eight (8) exploration location, dynamic cone penetrometer (DCP) test will be performed to help evaluate the consistency of the subgrade

materials below the aggregate base layer and its in-place density. The DCP test results will be utilized to evaluate the general consistency of the subgrade material.

- **Perform Laboratory Testing**

Laboratory tests will be performed by the Consultant on selected samples obtained from the borings to aid in the classification and to evaluate the engineering properties of the subgrade soils:

- R-value;
- In-place moisture;
- Maximum density and optimum moisture;
- Atterberg Limits / Plasticity Index; and
- #200 Wash for soil classification;

The exact quantities and types of tests will depend on the material types encountered during our subsurface exploration. The quantities proposed here are based on our experience with similar-sized past projects.

- **Design pavement structural thickness**

The results of the Consultant's field exploration and lab testing will be evaluated and engineering analysis will be performed in order to provide recommendations for the design and construction of the proposed pavement rehabilitation. Pavement structural thickness design will be performed following the latest California Highway Design Manual. The City will provide the Traffic Index information for this section of the road.

- **Prepare final Geotechnical report**

A report will be prepared to summarize the data collected and present conclusions, and recommendations for design and construction of the proposed project. The report will include the following:

- Site location map;
- Project information;
- Photographs of the existing distress on the pavement;
- Coring location map and structural thickness;
- Dynamic cone penetrometer test results; and
- Pavement thickness recommendations and associated TI's.
- Drainage and stormwater treatment recommendations

The final report will be signed and stamped by a California Registered Geotechnical Engineer.

Deliverables:

1. Draft and Final Geotechnical Reports

v. Survey

The Consultant will perform surveying services for Civic Center Way between Malibu Canyon Road and Webb Way and Webb Way between Civic Center Way and Pacific Coast Highway. The services include the following:

- **Survey Control** – Horizontal and Vertical control will be established to support the project. The survey control will be tied into the North American Vertical Datum of 1988 (NAVD88). Survey controls/monumentations found within project limits will be delineated and shown on project maps.
- **Aerial Mapping** – Aerial photography will be obtained for Civic Center Way and Webb Way and portions of intersecting streets. 40-scale planimetric aerial mapping with 1-foot contours will be obtained. The planimetric aerial mapping will be prepared in conformance with National Map Accuracy Standards. Horizontal and Vertical aerial control panels will be set to meet aerial triangulation requirements. Color/ortho-rectified aerial map shall be provided.
- **Topographic Surveys** – Topographic field surveys will be performed to collect cross-sectional information at 25-foot intervals along Civic Center Way between Malibu Canyon Road and Webb Way and Webb Way between Civic Center Way and Pacific Coast Highway. Field survey data will also be collected at critical tie-in points and in areas in the intersections. The topographic field surveys will be used to position critical tie-in points, surface visible utilities, invert elevations of storm drain structures, and other features which fall within the survey limits. The topographic survey data will be processed and plotted in AutoCAD. A digital terrain model (DTM) will be prepared and points will be provided from DTM. The data collected will be processed and a topographic map prepared to 40-scale and 1-foot contours. The Consultant will also record visible (at the time of our survey) surface utilities including sewer manholes and cleanouts, storm drain manholes and catch basins, water valves, gas valves, electric boxes and

handholes, telephone boxes, cable television boxes, fiber optic cable boxes, light poles and other pertinent utilities.

- Record Centerline and Right-of-Way – The street centerlines and record rights-of-way for Civic Center Way and Webb Way will be computed from publicly available record maps and related documents. Research will be conducted at the City of Malibu, County of Los Angeles, and Caltrans, as necessary to determine existing centerline and rights-of-way. Key centerline monuments will be tied into the horizontal survey control established for this project and utilized in the analysis of the existing centerline and right-of-way. The centerline and right-of-way limits will be calculated only within the limits of the project stated above. Title reports required for the establishment of the property boundaries and agency right of ways shall be paid and provided by the City.
- “Dip Sheets” - We will prepare 8.5” x 11” “dip sheets” for storm drain manholes, storm drain catch basins, and sanitary sewer manholes which can readily and safely be accessed and opened using common hand tools. These “dip sheets” will include a sketch showing the type of utility, unique identification code, rim and invert elevations, pipe sizes and directions, and other pertinent information.

Deliverables:

1. AutoCad 2013 file of the topographic map. This will contain the record centerline, right of way information, and a DTM of the site.
2. 24”X36” Hard Copy of the survey drawing, signed and stamped by a licensed land surveyor.
3. 40-scale planimetric aerial mapping with 1-foot contours
4. Aerial photo of the project limit
5. PDFs of the completed “dip sheets.”

vi. Utility Research & Coordination

The Consultant will compile existing utility information for the project to supplement the survey and to prepare the project base map. The Consultant will conduct the following to document existing utilities for the project:

- Obtain utility companies listing from Underground Service Alert (USA)
- Contact the utility companies at the start of the project by submitting utility information request letters
- Create and maintaining a database tracking utility company responses and record documents

- Review proposed utility improvements for Sewer Treatment Facility project and reflect on base utility file for conflict analysis
- Perform as-built research to determine existing utilities and their impacts on the proposed improvements. Existing utilities documented during this process and proposed adjustments will be indicated on the design plans.
- Conduct additional field visits to review composite utility base plan with site conditions
- Confirm potential conflicts based on information gathered
- Prepare utility pothole exhibit plan for known critical utility conflicts requiring additional verification for depth and location. Performing potholes and traffic control associated with this work is not include in our scope.
- Assess utility relocation / conflict resolution

b. Design Memo (KHA)

The Consultant will prepare and submit a memorandum detailing the proposed project improvements including roadway demolition, earthwork, horizontal & vertical curve improvement, roadway widening, minor retaining wall installation, sidewalk installation, landscaping concept, turn lane reconfiguration, asphalt concrete overlay, curb & gutter installation, storm water treatment, and utility relocation for the City's review and approval. The Consultant will include supporting engineering analysis including traffic analysis, hydrology, and existing roadway conditions within the combined single design memo.

Deliverables:

1. Up to two (2) conceptual corridor layout plan for City review and input
2. Draft Design Memo
3. Revised Design Memo based on City's comments on the Draft Design Memo

c. Preliminary Plan Layout and Opinion of Probable Construction Cost (KHA)

The Consultant will prepare and submit Preliminary Design Layout and Opinion of Probable Construction Cost on one selected concept for the recommended improvements identified in the approved Design Memo.

Deliverables:

1. Preliminary layouts on 11"X17" sheets
2. Preliminary Opinion of Probable Construction Cost

Task 3. Final Design - Plans, Specifications and Estimate (PS&E) –The Consultant will provide 60%, 90%, and Final design submittals for the improvements based on the approved "Design Memo." The civil plans shall be consistent with the City's standards and format.

- a. 60% Plans & Estimate - For the 60% submittal, we will prepare the following sheets in support of this phase of the project:

- **Title and Note Sheets:** The Consultant will prepare one sheet consisting of a project title, sheet index, legend, basis of bearing note, benchmark data, development team data, site area, client contacts, geotechnical report reference, earthwork quantities, vicinity map, location map, legal description, utility company contacts, approval blocks, general notes and list of standard details used. (up to 2 sheets)
- **Typical Sections:** The Consultant will prepare sheets consisting of typical sections for the project. (up to 2 sheets)
- **Utility Plans:** This plan will be prepared at a 1"=20' scale (up to 4 plan sheets) and will indicate site features and utilities proposed to be removed, relocated or protected in place within the project boundaries. The utilities shown will be obtained from the Data Collection task previously described
- **Street Plans:** This plan will be prepared at a 1"=20' scale (up to 8 plan & profile sheets) and will show existing and proposed grades for the road improvements and will also show parkway, sidewalk, curb & gutter, new ADA pedestrian ramps, drainage improvements, driveway modifications, retaining walls, grading, crosswalks, cross gutters, medians, and channelization.
- **Stormwater and Drainage Details:** This plan will be prepared at 1"=20' scale (up to 5 plan sheets) and will show modification details or profiles of the existing storm drain system. It is assumed that upgrades to any existing main lines will not be required.
- **Low Impact Development (LID) Plans and Details:** We will prepare the LID plans at 1"=20' scale (up to 5 sheets) to show proposed stormwater treatment systems such as bio-swales, bio-retention facilities, rain gardens, and structural filtration system as appropriate for the corridor to meet the stormwater treatment requirement to provide capture and treatment of 85th percentile or 0.75-inch, 24-hours event, whichever is greater. We will prepare the LID system sizing calculations based on the City requirements. Proposed device details and sections will also be shown at key locations along with appropriate underdrain system in coordination with the geotechnical recommendations.
- **Retaining Wall Plan and Details:** The Consultant will prepare plans, calculations and details for the proposed site retaining walls at two sloped hillside areas for the project. The design will be in accordance to City standards and assumes a maximum height of 8'. The plans will include up to three (3) sheets as follows:
 1. Wall Plan, Details and Structural Notes
 2. Wall Elevations
 3. Wall Typical Sections and Details
- **Signing/Striping Plan:** The Consultant will prepare signing and striping plans at a scale of 1"=40' (up to 2 sheets) for the improvements. The design plans will be prepared in accordance with current City of Malibu and 2014 California Manual of Uniform Traffic Control Devices (M.U.T.C.D.) standards.
- **Traffic Signal Plans:** The Consultant will prepare a traffic signal modification plan at a scale of 1"=20' (1 sheet) for the improvements. The modification plan will be prepared in accordance with current City of Malibu and 2014 California

Manual of Uniform Traffic Control Devices (M.U.T.C.D.) standards.

- **Traffic Control Plans:** The Consultant will prepare a temporary traffic control plan at a scale of 1"=40' (up to 2 sheets) for the construction of the improvements. These plans will be prepared in accordance with current City of Malibu and 2014 California Manual of Uniform Traffic Control Devices (M.U.T.C.D.) standards.
- **Landscape and Irrigation Plans:** The Consultant will provide landscape and irrigation plans set at a scale of 1"=20' (up to 10 sheets) outlining the improvements identified in the Design Memo. The package will include planting plan and irrigation concept plan, and preliminary plant palette and images of plant material for review.
- **Opinion of Probable Construction Cost -** The Consultant will provide an engineer's opinion of probable construction cost for 60% design. The Consultant will coordinate with the City and base this opinion on actual bid prices for recent projects that involved similar construction, when applicable.

b. **90% Submittal -** For the 90% design submittal, we assume that any permits and utility coordination required for construction of project will be identified by the Consultant in coordination with the City staff. The following items will be updated during this phase based on the comments received from City staff on the 60% submittal:

- **Title and Note Sheets**
- **Typical Sections**
- **Utility Plans**
- **Street Plans**
- **Storm Water and Drainage Details**
- **LID Plans and Details**
- **Retaining Wall Plan and Details**
- **Signing/Striping Plans**
- **Traffic Signal Plans**
- **Traffic Control Plans**
- **Landscape and Irrigation Plans**
- **Opinion of Probable Cost**

The following items will be added for the 90% Submittal:

- **Construction Details:** We will indicate details such as intersection details, ADA accessible ramps, typical paving sections, driveways and other miscellaneous construction details which will provide clarification during construction (up to 2 sheets).
- **Erosion Control Plans:** This plan will be prepared at a 1"=20' scale (up to 4 sheets) and will be based upon the Drainage Plans indicating proposed wet weather Best Management Practices (BMP's) to mitigate erosion from the project site to the storm drain systems. These plans will show the City standard erosion control notes and locate suggested temporary construction entrance, staging areas, and other BMPs.
- **Technical Specifications -** We will prepare Technical Specifications for 90% design.

Technical Specifications will be prepared in the format consistent with City format (Standard Specifications for Public Works Construction (SSPWC) "Greenbook") and CSI Format, most recent editions). For this task, we are assuming the City will complete the front end section of the technical specifications.

- c. Final Submittal - For the Final design submittal, the Consultant will respond to a consolidated set of comments from the City on the 90% PS&E Documents.

Deliverables:

- 60% Plan Set and Estimate in electronic format
- 90% Plans, Specifications and Estimate – Three (3) hard copy sets and electronic format
- Signed and sealed Final Plans, Specifications and Estimate – Three (3) hard copy sets and electronic format

- d. **Storm Water Pollution Prevention Plan (SWPPP)**

The Consultant will prepare a Storm Water Pollution Prevention Plan ("SWPPP") report for the proposed improvements as required by the State Water Resource Control Board (SWRCB). This report will incorporate the Erosion Control Plan and details for the construction site. Preparation of a SWPPP requires risk calculations that will further define the SWPPP requirements. These calculations are included in this scope. This task assumes that the site will be classified as a Risk Level 1. Should this task be classified as a Risk Level 2 or 3, significant additions to the SWPPP scope will be necessary.

Preparation of the SWPPP includes the creation of a Construction Site Monitoring Program (CSMP) that will detail when and the manner in which site and BMP inspections shall be conducted, as well as identifying sources of non-visible pollutants, and to determine if selected BMPs are generally performing as designed. The CSMP shall be updated as construction progresses to indicate changes in discharge points. It is assumed that the Qualified SWPPP Practitioner (QSP) or contractor is responsible for these updates and therefore that effort is not included as part of this scope.

Deliverables:

The Consultant will gather and post required documents to the State Water Boards Storm Water Multi-Application and Report Tracking System (SMARTS). This includes posting the Notice of Intent to obtain the Water Discharge ID (WDID) for the project and uploading of the SWPPP document. Annual Certification, Notice of Termination (NOT) and other compliance documents are assumed to be posted by the Contractor's QSP.

Task 4. Project Coordination

- a. **Kick-Off Meeting** – The Consultant will arrange and participate in a kick-off meeting to establish a Project Management Team consisting of all the key subconsultants and City staff. The Consultant will prepare meeting agenda and meeting materials. The purpose of this meeting is to review the project scope, schedule, clarify challenges and opportunities, establish communication protocols,

and review and verify mutual understanding of contract administration items. The Consultant will prepare meeting notes that will document the discussion and action items.

Deliverables:

- Meeting agenda and meeting materials
- Meeting Summary with action items

- b. **Project Administration and Management** – The Consultant will provide day-to-day project management, including progress reports, tracking of schedules, invoicing, document control and overall administration of the project. We have assumed a project schedule of 12 months to establish the effort for this task. The Consultant will attend up to 10 project meetings as directed by the City to include City staff and other participants. We will communicate regularly with City staff on the progress of the plans and design. The Consultant will prepare a detailed project schedule that will include expected meetings, activities (by work task, whether performed by The Consultant's team or others), duration, submittal dates, and critical path items. We will provide project schedule updates on deliverables and meetings as changes to the original schedule occur or as needed based on the needs of the project.

Deliverables:

- Project Schedule
- Progress Reports via agreed upon format
- Meeting Notes and Agendas
- Monthly Invoices

- c. **Permitting** – The Consultant will prepare applications for necessary encroachment permits including Los Angeles County Flood Control District (LACFCD) storm drain connections and Caltrans Encroachment Permit for improvements within the project limits inside Caltrans right-of-way. We have assumed two rounds of comments each from LACFCD and Caltrans.

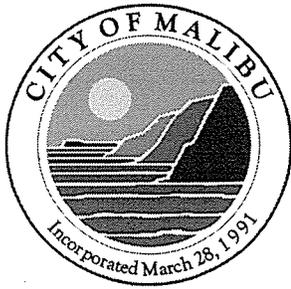
Task 5. Public Outreach – The Consultant will prepare for and assist the City in conducting public information sessions. The Consultant will provide graphics and presentation support, which could include handouts, cost estimates, anticipated construction schedule, and other relevant project information.

The Consultant recommends the following public workshops at the following stages of the design:

1. At the conclusion of Task II (Preliminary Design) to present the proposed project as defined in "Design Memo" to the public for feedback.
2. At 90% Design Submittal of Task 3 (Final Design) to present the 90% plans and discuss concerns of the residents, property owners, and other stakeholders.

The Consultant will also support the City staff and participate in one Council presentation and two Commission meetings (Public Works Commission and Public Safety Commission). Additional meetings or workshops requested by the City will be considered additional and scope will be performed upon City's approval.

This task assumes up to two (2) workshops and up to three (3) City presentation meetings.



Council Agenda Report

To: Mayor La Monte and the Honorable Members of the City Council

Prepared by: Bonnie Blue, Planning Director

Approved by: Reva Feldman, City Manager *RF*

Date prepared: August 24, 2016 Meeting date: September 12, 2016

Subject: Amendments to Agreements for Biological Consulting Services

RECOMMENDED ACTION: 1) Authorize the City Manager to execute Amendment No. 1 to Agreement with Compliance Biology, Inc. to provide biological consulting services; and 2) Authorize the City Manager to execute Amendment No. 1 to Agreement with Rincon Consultants, Inc. to provide biological consulting services.

FISCAL IMPACT: Funding for these amendments was included in the Adopted Budget for Fiscal Year 2016-2017 in Account No. 101-2001-5100.01 (Planning Professional Services). The total cost for biological services will be dependent upon applications received and demand for services. The City will receive 30% of administration fees on all biological costs.

DISCUSSION: In September 2014, the City Council approved agreements with Compliance Biology, Inc. and Rincon Consultants, Inc. for biological review consulting services. The agreements are set to expire on September 8, 2016.

In July 2016, a Request for Proposals (RFP) for biological consulting services was distributed. Staff received proposals from Compliance Biology, Inc., Rincon Consultants, Inc., and Sapphos Environmental, Inc. and conducted interviews with each firm. At this time, staff is requesting that Council extend the term of the agreements by three months with the existing consultants to allow staff additional time to make a selection. In addition to the agreement extension, staff is requesting that the amendments reflect fix fee services and updated cost schedules for each consultant.

ATTACHMENTS:

1. Amendment No. 1 to Agreement with Compliance Biology, Inc.
2. Amendment No. 1 to Agreement with Rincon Consultants, Inc.

AMENDMENT NO. 1 TO AGREEMENT

THIS AMENDMENT NO. 1 TO AGREEMENT is made and entered in the City of Malibu on September 12, 2016, by and between the CITY OF MALIBU, hereinafter referred to as City, and Compliance Biology, Inc., hereinafter referred to as Consultant.

The City and the Consultant agree as follows:

RECITALS

A. On September 8, 2014, the City entered into an Agreement with Consultant for biological consulting services (the "Agreement").

B. The City desires to amend the Agreement to extend the term of the agreement, update the schedule of fees, and scope of work, and Consultant has submitted a proposal for this purpose that is acceptable to the City.

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. Section 1.0 – Scope of the Consultant’s Services, is hereby amended as set forth in Exhibit A attached hereto.
2. Section 2.0 – Term of Agreement, is hereby extended to December 12, 2016.
3. Section 4.0 – Compensation for Services, is hereby amended as set forth in Exhibit B attached hereto.
4. All terms and conditions of the Agreement not amended by this Amendment No. 1 remain in full force and effect.

This Agreement is executed on _____, 2016, at Malibu, California, and effective as of September 8, 2016.

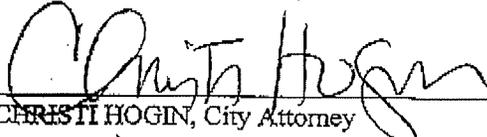
CITY OF MALIBU:

REVA FELDMAN, City Manager

ATTEST:

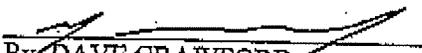
HEATHER GLASER, Acting City Clerk
(seal)

APPROVED AS TO FORM:

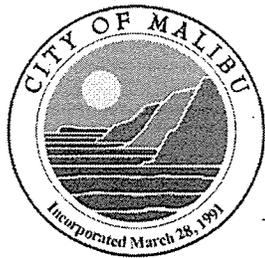


CHRISTI HOGIN, City Attorney

CONSULTANT:



By: DAVE CRAWFORD
President/Principal



City of Malibu

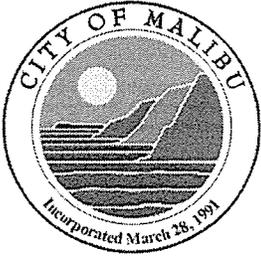
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Scope of Work (Exhibit A)

1. Review and evaluate biological assessment reports, native tree protection plans, and all other reviews. Reviews shall be performed with reference to the requirements of the City's Local Coastal Program, Zoning Ordinance, Subdivision Ordinance, and the Malibu General Plan; and provide City staff with specific recommendations regarding the acceptability of such reports/plans and provide detailed review comments to bring the report/plans in compliance with City requirements.
2. Provide the applicant designee and the City a list of items needing clarification or change to achieve conformance with all State, Federal, or local regulations.
3. Reviews shall include but is not limited to a bibliography of referenced materials (e.g. studies, projects plans, inspection dates, meeting dates, etc.) and review history.
4. Prepare standard biology conditions of approval to be used in review of project applications, and update as necessary.
5. Plan approval shall not be recommended to the City until all code compliance issues are resolved to the best of the applicant's knowledge, and all requirements of the City have been satisfied.
6. Conduct final site inspections per the request of City staff or applicant and conduct field observation and recommendations as requested by City staff
7. Track conditions of compliance, such as but not limited to post-approval habitat restoration and monitoring and native tree protection monitoring.
8. As requested by the Planning Director, accept any and all documents electronically; including utilization of OnBase (records management system), and any additional electronic formats accepted by the City.
9. Adhere to required turnaround times for Planning Department applications described below:
 - a. Review administrative plan review landscape-only applications within ten (10) business days from date of submittal application.
 - b. Review of biological assessments, native tree protection plans, and all other reviews including revisions:
 - i. Conduct preliminary application completeness review within ten (10) business days from the date of application submittal;
 - ii. Conduct planning conformance of a complete submittal within thirty (30) calendar days from date of receipt,
 - c. Conduct final inspections within one week of request.

These turnaround times may be extended with expressed concurrence of the Planning Director.

10. Respond within one (1) business day to questions from the City.
11. Hold routine office hours at City Hall on Tuesdays from 7:30 am to 12:30 pm. This time will be utilized for appointments with applicants, meetings with staff, and review of project applications.
12. Maintain one (1) individual as the contact for all communication with the City.
13. Furnish assigned personnel with all necessary materials, resources, and training to conduct reviews, including a current copy of applicable City amendments, policies, procedures, and forms.
14. Attend and participate in local and regional meetings on behalf of the City; including locations other than Consultant's office and Malibu City Hall.
15. Provide training for City staff as requested by the Planning Director.
16. Make presentations to City Council, public, and other agencies as requested by the Planning Director.
17. Attend Planning Commission and City Council meetings as requested by City staff.
18. Review biological section of various Environmental Impact Reports (EIR) and initial studies for adequacy / completeness and propose mitigation measure and monitoring programs for compliance with goals, objection and policies of the LCP and Malibu General Plan and best management practices.
19. Recommend modifications to the City's guidelines and codes, as appropriate, to maintain conformance with the latest State regulations, laws and acceptable biological practices.
20. Attend court appearances, expert witness testimony, and legal research at the request of the City.
21. Chair the Environmental Review Board meetings, typically one per month, at the request of the Planning Director.
22. Maintain detailed accounting of fees including fixed fees and time and materials fees and issue fee balance statements to applicants.
23. Perform project management duties including the maintenance of the development database and tracking of deadlines, application submittal requirements, and workload.



City of Malibu

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Compensation for Services (Exhibit B)

The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the Scope of Work's fee and cost schedule. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or his/her designee.

The Consultant shall submit to the City, by no later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. The City shall pay the Consultant all uncontested amounts set forth in the Consultant's bill within 30 days after it is received.

Fixed Fee Services:

Fixed Fees shall include an initial planning review, one response review, and site inspection, if necessary, unless otherwise noted. Additional reviews will be performed on a time and materials basis.

Service Performed	Staff Name	Title	Consultant Rate
Peer Review			
Site Inspection	Various Staff	Various Staff	\$300
Review: CDP (with ESH) *includes 3 reviews	Various Staff	Various Staff	\$1,000
Review : CDP (without ESHA) *includes 3 reviews	Various Staff	Various Staff	\$750
CDP for OWTS Only	Various Staff	Various Staff	\$190
APR with Development (without landscaping)	Various Staff	Various Staff	\$300
APR with Development (with landscaping)	Various Staff	Various Staff	\$625
APR Landscaping Only	Various Staff	Various Staff	\$500
Time and materials review	Various Staff	Various Staff	\$125/hour
Attend Meetings Regular Business Hours	Various Staff	Various Staff	\$125/hour
Attend Meetings After Hours	Various Staff	Various Staff	\$155/hour

Professional Services:

Fees for professional services, including assessment district administration, are based on an hourly rate.

Service Performed	Staff Name	Title	Hourly Rate
Attend Meetings Regular Business Hours	Dave Crawford	Principal Biologist	\$150/hour
	Jacqueline Bowland Worden	Assistant Biologist	
Attend Meetings After Hours	Dave Crawford	Principal Biologist	\$175/hour
	Jacqueline Bowland Worden	Assistant Biologist	
Training	Dave Crawford	Principal Biologist	\$175/hour
Consultation to Legal	Dave Crawford	Principal Biologist	\$470/hour
Judicial Proceedings	Dave Crawford	Principal Biologist	\$470/hour
Expert / Witness Testimony	Dave Crawford	Principal Biologist	\$470/hour
Depositions	Dave Crawford	Principal Biologist	\$470/hour

*This rate is only implemented if requested by a party other than the City and with approval from the City. Court appearances requested on the City's behalf would be charged at the standard hourly evening rates (i.e. \$175/hr)

Miscellaneous Expenses:

	Rate
Travel hourly	\$175/hr
Travel Per Diem	\$250
Vehicle Mileage	\$.54/ mi

All rates listed above shall include overhead costs including, but not limited to salaries, benefits, Workers Compensation Insurance, office expenses, mileage and courier service. If staff substitutions are necessary, or if staff is promoted, the original rates listed above will still apply.

AMENDMENT NO. 1 TO AGREEMENT

THIS AMENDMENT NO. 1 TO AGREEMENT is made and entered in the City of Malibu on September 12, 2016, by and between the CITY OF MALIBU, hereinafter referred to as City, and Rincon Consultants, Inc., hereinafter referred to as Consultant.

The City and the Consultant agree as follows:

RECITALS

A. On September 8, 2014, the City entered into an Agreement with Consultant for biological consulting services (the "Agreement").

B. The City desires to amend the Agreement to extend the term of the agreement, update the schedule of fees, and scope of work, and Consultant has submitted a proposal for this purpose that is acceptable to the City.

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. Section 1.0 – Scope of the Consultant's Services, is hereby amended as set forth in Exhibit A attached hereto.
2. Section 2.0 – Term of Agreement, is hereby extended to December 12, 2016.
3. Section 4.0 – Compensation for Services, is hereby amended as set forth in Exhibit B attached hereto.
4. All terms and conditions of the Agreement not amended by this Amendment No. 1 remain in full force and effect.

This Agreement is executed on _____, 2016, at Malibu, California, and effective as of September 8, 2016.

CITY OF MALIBU:

REVA FELDMAN, City Manager

ATTEST:

HEATHER GLASER, Acting City Clerk
(seal)

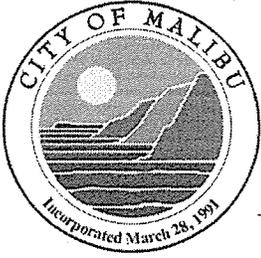
APPROVED AS TO FORM:

CHRISTI HOGIN, City Attorney

CONSULTANT:

By: MICHAEL P. GIALKETSIS
Title: President

John Decker Jr.
Vice President



City of Malibu

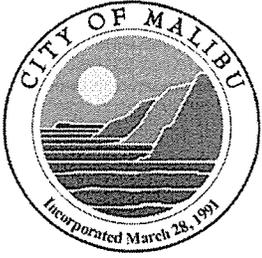
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Phone (310) 456-2489 · Fax (310) 456-3356 · www.malibucity.org

Scope of Work (Exhibit A)

1. Review and evaluate biological assessment reports, native tree protection plans, and all other reviews. Reviews shall be performed with reference to the requirements of the City's Local Coastal Program, Zoning Ordinance, Subdivision Ordinance, and the Malibu General Plan; and provide City staff with specific recommendations regarding the acceptability of such reports/plans and provide detailed review comments to bring the report/plans in compliance with City requirements.
2. Provide the applicant designee and the City a list of items needing clarification or change to achieve conformance with all State, Federal, or local regulations.
3. Reviews shall include but is not limited to a bibliography of referenced materials (e.g. studies, projects plans, inspection dates, meeting dates, etc.) and review history.
4. Prepare standard biology conditions of approval to be used in review of project applications, and update as necessary.
5. Plan approval shall not be recommended to the City until all code compliance issues are resolved to the best of the applicant's knowledge, and all requirements of the City have been satisfied.
6. Conduct final site inspections per the request of City staff or applicant and conduct field observation and recommendations as requested by City staff
7. Track conditions of compliance, such as but not limited to post-approval habitat restoration and monitoring and native tree protection monitoring.
8. As requested by the Planning Director, accept any and all documents electronically; including utilization of OnBase (records management system), and any additional electronic formats accepted by the City.
9. Adhere to required turnaround times for Planning Department applications described below:
 - a. Review administrative plan review landscape-only applications within ten (10) business days from date of submittal application.
 - b. Review of biological assessments, native tree protection plans, and all other reviews including revisions:
 - i. Conduct preliminary application completeness review within ten (10) business days from the date of application submittal;
 - ii. Conduct planning conformance of a complete submittal within thirty (30) calendar days from date of receipt,
 - c. Conduct final inspections within one week of request.

These turnaround times may be extended with expressed concurrence of the Planning Director.

10. Respond within one (1) business day to questions from the City.
11. As directed by the Planning Director, hold regular office hours and conduct reviews onsite.
12. Maintain one (1) individual as the contact for all communication with the City.
13. Furnish assigned personnel with all necessary materials, resources, and training to conduct reviews, including a current copy of applicable City amendments, policies, procedures, and forms.
14. Attend and participate in local and regional meetings on behalf of the City; including locations other than Consultant's office and Malibu City Hall.
15. Provide training for City staff as requested by the Planning Director.
16. Make presentations to City Council, public, and other agencies as requested by the Planning Director.
17. Attend Planning Commission and City Council meetings as requested by City staff.
18. Review biological section of various Environmental Impact Reports (EIR) and initial studies for adequacy / completeness and propose mitigation measure and monitoring programs for compliance with goals, objection and policies of the LCP and Malibu General Plan and best management practices.
19. Recommend modifications to the City's guidelines and codes, as appropriate, to maintain conformance with the latest State regulations, laws and acceptable biological practices.
20. Attend court appearances, expert witness testimony, and legal research at the request of the City.
21. Chair the Environmental Review Board meetings, typically one per month, at the request of the Planning Director.
22. Maintain detailed accounting of fees including fixed fees and time and materials fees and issue fee balance statements to applicants.
23. Perform project management duties including the maintenance of the development database and tracking of deadlines, application submittal requirements, and workload.



City of Malibu

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Compensation for Services (Exhibit B)

The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the Scope of Work's fee and cost schedule. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or his designee.

The Consultant shall submit to the City, by no later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. The City shall pay the Consultant all uncontested amounts set forth in the Consultant's bill within 30 days after it is received.

Fixed Fee Services:

Fixed Fees shall include an initial planning review and one response review unless otherwise noted. Additional reviews will be performed on a time and materials basis.

Service Performed	Staff Name	Title	Consultant Rate
Site Inspection	Various Staff	Various Staff	\$300
Review: CDP (with ESH) *includes 3 reviews	Various Staff	Various Staff	\$1,000
Review : CDP (without ESHA) *includes 3 reviews	Various Staff	Various Staff	\$750
CDP for OWTS Only	Various Staff	Various Staff	\$190
APR with Development (without landscaping)	Various Staff	Various Staff	\$300
APR with Development (with landscaping)	Various Staff	Various Staff	\$625
APR Landscaping Only	Various Staff	Various Staff	\$500
Time and materials review	Various Staff	Various Staff	\$125/hour
Attend Meetings Regular Business Hours	Various Staff	Various Staff	\$125/hour
Attend Meetings After Hours	Various Staff	Various Staff	\$155/hour

Professional Services:

Fees for professional service, are based on an hourly rate.

Staff Member/Title	Proposal Role	Hourly Rate
Steven J. Hongola Principal / Senior Ecologist	Principal Biologist	\$185
Christopher Julian Senior Regulatory Specialist	Assistant Biologist	\$175
Stephanie Lopez Biologist, Botanist, Arborist	Certified Arborist	\$145
Holly Harris Biologist	Associate Biologist	\$130
Jonathan True Botanist / Restoration Ecologist	Senior Botanist	\$145
Monica Jacinto Biologist	Staff Biologist	\$95
Jasch Janowicz Senior Planning Program Manager	Planning Support	\$145
Lilly Rudolph, AICP Senior Planner	Planning Support	\$110

Additional Direct and Reimbursable Costs

Additional costs such as equipment and vehicles will be billed on an as-needed basis. Our attached fee schedule contains an outline of these items and their associated costs.

All rates listed above shall include overhead costs including, but not limited to salaries, benefits, Workers Compensation Insurance, office expenses, mileage and courier service. If staff substitutions are necessary, or if staff is promoted, the original rates listed above will still apply.



RINCON CONSULTANTS, INC.

Standard Fee Schedule for Environmental Sciences and Planning Services (2016)

The Rincon Consultants fee schedule illustrates how on the time is charged to projects by our professionals and support staff. Direct costs associated with project labor are billed to the project as outlined under Reimbursable Expenses below.

Professional, Technical & Support Personnel*	Hourly Rate
Principal II	\$220
Principal I	\$205
Senior Supervisor II	\$185
Supervisor I	\$175
Senior Professional II	\$155
Senior Professional I	\$145
Professional IV	\$130
Professional III	\$120
Professional II	\$110
Professional I	\$95
Environmental Technician/Field Aide	\$80
Senior GIS Specialist	\$125
GIS/CADD Specialist II	\$110
GIS/CADD Specialist I	\$95
Graphic Designer	\$90
Technical Editor	\$100
Clerical/Administrative Assistant II	\$80
Clerical/Administrative Assistant I	\$70

*Professional classification includes: environmental scientists, urban planners, biologists, geologists, marine scientists and cultural resources experts. Expert witness services consisting of depositions and/or in-court testimony are charged at the hourly rate of \$295.

Photocopying and Printing

Photocopies will be charged at a rate of \$0.16/copy for single-sided copies and \$0.32 for double-sided copies. Colored copies will be charged at a rate of \$1.50/copy for single-sided and \$3.00/copy for color, double-sided or 11"x17" copies. Oversized maps or display graphics will be charged at a rate of \$8.00/square foot.

Reimbursable Expenses

Reimbursable Expenses are costs associated with completing a project that are not include the hourly billing rates described above. Reimbursable expenses include, but are not limited to, the following:

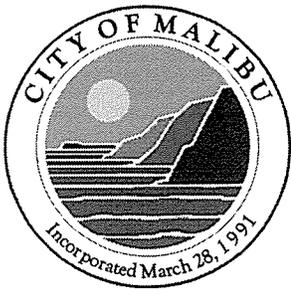
1. Direct costs associated with the execution of a project are billed at cost plus 15% to cover General and Administrative services. Direct costs include, but are not limited to, laboratory and drilling services charges, subcontractor services, authorized travel expenses, permit charges and filing fees, printing and graphic charges, mailings and postage, performance bonds, sample handling and shipment, rental equipment and vehicles other than covered by the above charges, etc. Communications charges and miscellaneous office expenses (including PDAs, cell phones, phone, fax, and electronic data transmittals, digital cameras, photo processing, etc.) are billed at 3% of total labor.
2. Transportation fees; company-owned vehicles will be billed \$85/day for light-duty vehicles and trucks \$135/day for 4-WD/off road vehicles, plus \$0.65/mile for mileage over 50 miles per day. Mileage rate of \$0.65/mile applies to all miles incurred in employee-owned vehicles.



RINCON CONSULTANTS, INC.

Equipment Schedule for Environmental Sciences and Planning Services

Equipment	Day Rate
Environmental Site Assessment	
Brass Sample Sleeves, Bailers, Disposable Bailers	\$25 ea.
Water Level Indicator, DC Purge Pump	\$40 ea.
Hand Auger Sampler	\$55
Oil-Water Interface Probe	\$85
Four Gas Monitor or Photo-Ionization Detector	\$120 ea.
Photo-Ionization Detector	\$120
Soil Vapor Extraction Monitoring Equipment	\$140
Flame Ionization Detector	\$200
Natural Resources & Multi-Services Field Equipment	
Trimble GPS (sub-meter accuracy)	\$190
Pettersson Bat Ultrasound Detector/Recording Equipment	\$150
Spotting or Fiberoptic Scope	\$150
Amphibian Survey Field Package: (digital camera, GPS, thermometer, decon chlorine, waders, float tube, hand net)	\$150
Remote Field Package, (digital camera, GPS, thermometer, binoculars, field computer and mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	\$125
Sound Level Metering Field Package: anemometer, tripod and digital camera.	\$100
Construction Monitoring Field Package: (digital camera, GPS, thermometer, binoculars, field computer, safety equipment)	\$95
Standard Field Package (digital camera, GPS, thermometer, binoculars, and botanic collecting equipment)	\$50
Minnow trap	\$85 ea.
Infrared Sensor Digital Camera or Computer Field Equipment	\$50
Scent Station	\$20
Laser Rangefinder/Altitude	\$10
Net, Hand/Large seine	\$10/\$50 ea.
Pit-fall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	\$8 ea.
Mammal Trap, Large/Small	\$1.50/\$.50 ea.
Water & Marine Resources Equipment	
Refractometer (salinity) or Turbidity Meter	\$35
Multi Parameter Sonde (Temp, Cond, Turbidity, DO, pH) with GPS	\$200
Boat (20 ft. Boston Whaler or Similar)	\$300
Side Scan or Single Beam Sonar	\$700 ea.
Underwater & Marine Sampling Gear includes: Photo/Video Camera, Dissolved Oxygen Meter, Temp-pH-Conductivity Meter, Tanks, BCD, Regulators, Binoculars, Tapes, Buoys, Floats, etc.	\$50 ea.
Marine Field Package: (Personal Flotation Devices (PFDs), 100 ft. Real Tapes w/ Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, various Field Guides)	\$50
Insurance, Hazard & Safety Fees	
L & H Dive Insurance	\$50 person
Hazard Premium (In or Underwater ONLY per/hour)	1.25 X hourly
Level C Health and Safety	\$60 person



Council Agenda Report

City Council Meeting
09-12-16

**Item
3.B.7.**

To: Mayor La Monte and the Honorable Members of the City Council

Prepared by: Craig George, Environmental Sustainability Director

Approved by: Reva Feldman, City Manager 

Date prepared: August 24, 2016 Meeting date: September 12, 2016

Subject: Amendment to Agreement with Fugro Consultants, Inc. to Provide Professional Consulting Geology Services

RECOMMENDED ACTION: Authorize the City Manager to execute Amendment No. 1 to Agreement with Fugro Consultants, Inc. (Fugro) to update the Scope of Work and Cost Schedule, and to allow for a two-year extension of the existing agreement through June 30, 2018.

FISCAL IMPACT: Funding for these services is generated from fees for geology, geotechnical engineering, and coastal engineering plan check services and is included in the Adopted Budget for Fiscal Year 2016-2017 in Account No. 101-2004-5100 (Building Safety Professional Services).

DISCUSSION: The Environmental Sustainability Department currently utilizes consulting firms to provide specialized services, such as engineering geology, geotechnical engineering, coastal engineering and maintenance of assessment districts. On September 1, 2014, the City entered into agreements with Fugro, as well as Cotton, Shires & Associates for such consulting services.

Staff recommends updating the Scope of Work to remove Maintenance of Assessment Districts and extend the agreement with Fugro for an additional two years such that the contract will now expire on June 30, 2018.

ATTACHMENTS:

1. Amendment No. 1 to Agreement with Fugro

AMENDMENT NO. 1 TO AGREEMENT

THIS AMENDMENT NO. 1 TO AGREEMENT is made and entered in the City of Malibu on this 12th day of September 2016, by and between the CITY OF MALIBU, herein after referred to as City, and Fugro Consultants, Inc., hereinafter referred to as Contractor.

The City and the Contractor agree as follows:

RECITALS

A. On September 1, 2014, the City entered into an Agreement with Fugro Consultants, Inc. for Professional Consulting Services for Engineering Geology, Geotechnical Engineering, Coastal Engineering and Maintenance of Assessment Districts (the "Agreement").

B. The City desires to amend the Agreement to update the Scope of Work to remove Maintenance of Assessment Districts and to extend the Term of the Agreement, such that the contract will now expire on June 30, 2018.

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. Section 1.0 – Scope of the Consultant’s Services, is hereby amended to remove Maintenance of Assessment Districts.
2. Section 2.0 – Term of Agreement, is hereby amended to expire on June 30, 2018.
3. All terms and conditions of the Agreement not amended by this Amendment No. 1 remain in full force and effect.

This Agreement is executed on this ____ day of _____, 2016, at Malibu, California, and effective as of July 1, 2016.

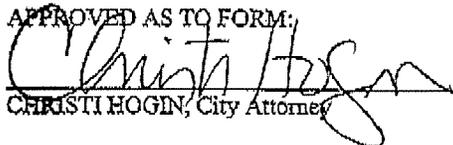
CITY OF MALIBU

REVA FELDMAN, City Manager

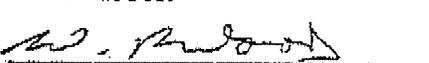
ATTEST:

HEATHER GLASER, Acting City Clerk
(seal)

APPROVED AS TO FORM:


CHRISTI HOGIN, City Attorney

CONTRACTOR


By: W. Ray Wood
Title: Fugro Consultants, Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2017

6/27/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 5847 SAN FELIPE, SUITE 320 HOUSTON TX 77057 866-260-3538	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Liberty Mutual Fire Insurance Company		23035
INSURER B : Lloyds Syndicates/Liberty Mutual		
INSURER C : Liberty Insurance Corporation		42404
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES 012 CERTIFICATE NUMBER: 12427933 REVISION NUMBER: XXXXXXXX

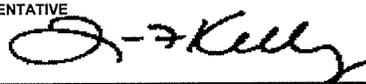
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	TB2-641-005066-036	7/1/2016	7/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AS2-641-005066-026	7/1/2016	7/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	ME1603083	7/1/2016	7/1/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WA7-64D-005066-086	7/1/2016	7/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Workers Compensation - "Waivers of Subrogation" are not allowed by law in: KY, MO (construction contracts only), NH, NJ, ND, OH and WA. See Attached Endorsement Schedule. Project Description: Professional Services agreement.

CERTIFICATE HOLDER

CANCELLATION See Attachment

12427933 City of Malibu Public Works Department 23825 Stuart Ranch Road Malibu CA 90265-4804	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Following are endorsements by Line of Business applicable to Fugro (USA) Inc. 2016 - 2017 Insurance Program

Line of Business	Policy No.	Endorsement	Endorsement No.
General Liability	TB2-641-005066-036	Additional Insured- Owners, Lessees or Contractors- Scheduled Person or Organization by Written Contract or Agreement	CG 20 10 04 13
		Additional Insured- Owners, Lessees or Contractors- Completed Operations by Written Contract or Agreement	CG 20 37 04 13
		Waiver of Transfer of Rights of Recovery Against Others to Us by Written Contract	CG 24 04 05 09
		Notice of Cancellation to Third Parties - 30 Days	LIM 99 01 05 11
		Primary and Non Contributory - Other Insurance Condition by Written Contract	CG 20 01 04 13
Workers Compensation	WA7-64D-005066-086	Waiver of Our Right to Recover from Others by Written Contract	WC 00 03 13 04 84
		Alternate Employer Endorsement- HI, OK, TX only	WC 00 03 01 04 84
		Alternate Employer Endorsement- Any except AK, HI, OK and TX	WC 00 03 01A 02 89
		Longshore and Harbor Workers Compensation Act Coverage	WC 00 01 06 A 04 92
		Outer Continental Shelf Lands Act Coverage	WC 00 01 09 C 01 15
		Maritime Coverage	WC 00 02 01 B 01 15
		Voluntary Compensation Maritime Coverage	WC 00 02 03 04 84
		Notice of Cancellation to Third Parties - 30 Days	WM 90 18 06 11
Auto Liability	AS2-641-005066-026	Designated Insured for Covered Autos Liability Coverage by Written Contract	CA 20 48 10 13
		Additional Insured- Lessor and Loss Payee by Written contract	CA 20 01 10 13
		Waiver of Transfer of Rights of Recovery Against Others to Us Blanket by Written Contract	CA 04 44 10 13
		Notice of Cancellation to Third parties - 30 Days	LIM 99 01 05 11
		Designated Insured - Noncontributing by Written Contract (Inclusive of Primary) by Written Contract	AC 84 23 08 11
Umbrella / Excess	ME1603083	Primary and Non Contributory - Other Insurance Condition by Written Contract	CGU12W
		The Excess Liability Policy includes an Underlying Schedule in which General Liability, Auto Liability, Employers Liability and Maritime is written on an occurrence basis. Umbrella / Excess Liability policy is excess of the underlying policies. The Umbrella / Excess Liability coverage is subject to the Underlying Schedule.	



Council Agenda Report

To: Mayor La Monte and the Honorable Members of the City Council

Prepared by: Elizabeth Shavelson, Assistant to the City Manager

Reviewed by: Robert L. Brager, Public Works Director/City Engineer

Approved by: Reva Feldman, City Manager 

Date prepared: August 23, 2016 Meeting date: September 12, 2016

Subject: Federal Surface Transportation Program – Local Funds Exchange

RECOMMENDED ACTION: Authorize the City Manager to execute the Exchange Agreement and Assignment of Federal Surface Transportation Program - Local Funds (Agreement).

FISCAL IMPACT: The City of Malibu is allocated Federal Surface Transportation Program – Local Funds (Federal STP-L) every year. If the Agreement is approved, the City will receive \$223,753.77 in local STP-L funds from the Los Angeles County Metropolitan Transportation Authority (LACMTA) that can be used for projects on the highway or adjacent collector roads.

DISCUSSION: Each year the City is allocated approximately \$38,067 in Federal STP-L from the Federal Highway Administration based on the City's population. The funds are administered by LACMTA can only be used on federally approved transportation projects in accordance with federal regulations. The federal approval process and project implementation is cumbersome and extremely staff intensive. Due to the regulations and limitations of the use of Federal STP-L, LACMTA periodically allows smaller cities, such as Malibu, to exchange Federal STP-L for local LACMTA STP-L funds. The Agreement stipulates that any applicable federal regulations and standards related to procurement and other project delivery issues may be substituted with applicable state and local regulations, standards and policies.

The City currently has a Federal STP-L balance of \$76,054. In addition, as part of the Agreement, LACMTA allows for the advancement of up to four years of Federal STP-L. As a result, the City is eligible to receive \$228,320.17. LACMTA charges a two-percent (2%) processing and administrative fee to exchange the funds. If the Agreement is

approved, the City would receive \$223,753.77 in local STP-L funds. These funds can be used on a future transportation project within five years from the execution of the Agreement.

ATTACHMENTS: Exchange Agreement and Assignment of Federal Surface Transportation Program - Local Funds

EXCHANGE AGREEMENT AND ASSIGNMENT OF FEDERAL SURFACE
TRANSPORTATION PROGRAM — LOCAL FUNDS

This Exchange Agreement and Assignment of Federal Surface Transportation Program-Local Funds ("AGREEMENT"), is made and entered into as of August 1, 2016, by and between the City of Malibu ("CITY") and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

- A. CITY is eligible for and has available Federal Surface Transportation Program-Local funds ("STP-L Funds").
- B. CITY desires to exchange \$228,320.17 of CITY's STP-L Funds for a like amount of LACMTA Local Transportation Funds ("LACMTA Funds").
- C. LACMTA is willing to exchange \$228,320.17 in LACMTA Funds for a like amount of CITY's STP-L Funds subject to the terms and conditions contained herein.
- D. An exchange of CITY's STP-L Funds with LACMTA Funds is beneficial to and in the general interest of CITY and LACMTA.

NOW THEREFORE, in consideration of the mutual benefits to be derived by CITY and LACMTA, and of the promises contained herein, it is hereby agreed as follows:

AGREEMENT:

- 1. CITY hereby assigns to LACMTA \$228,320.17 of CITY's STP-L Funds. LACMTA shall be authorized to deduct such amount from CITY's STP-L Fund balance. This assignment shall be automatically effective upon full execution of this AGREEMENT without the necessity of the execution, delivery or recording of any further instrument whatsoever. Notwithstanding the foregoing, at LACMTA's request, CITY shall execute and deliver such documents and instruments as may be required to evidence such assignment of STP-L Funds.
- 2. LACMTA hereby accepts CITY's assignment of CITY's STP-L Funds for use on Federal-aid-eligible project(s), to be determined by LACMTA in its sole and absolute discretion.
- 3. Upon receipt of (i) a fully executed AGREEMENT, (ii) CITY's written certification of the amount of CITY's STP-L Fund Balance, as defined herein, which CITY's STP-L Fund Balance shows that CITY has sufficient STP-L Funds to meet its obligations hereunder, and (iii) LACMTA's deduction of CITY's STP-L Funds as provided in paragraph 1 above, LACMTA shall pay CITY \$223,753.77 of LACMTA Funds which includes the deduction for the processing fee described in paragraph 5 below. For purposes of this AGREEMENT, CITY's "STP-L Fund Balance" shall mean the amount of funds contained in CITY's STP-L Fund account as of the date that this AGREEMENT is fully executed

plus CITY's FY16 apportionment share of STP-L Funds. If the STP-L Fund Balance is insufficient to satisfy CITY's exchange obligations hereunder, CITY hereby authorizes LACMTA to deduct from CITY's future STP-L Funds until LACMTA has in the aggregate received the amount of CITY's STP-L Funds specified in paragraph 1 above.

4. CITY must complete an Automated Clearing House (ACH) form as provided in Exhibit A to allow LACMTA to make disbursements electronically. Disbursements via ACH will be made at no cost to CITY. If electronic disbursements are not the preferred method of disbursement, CITY may request an exception in writing.

5. CITY shall pay LACMTA a two-percent (2%) processing and administrative fee ("the Processing Fee") in connection with the exchange contemplated by this AGREEMENT. The Processing Fee shall be assessed against the total amount of LACMTA Funds payable to CITY. CITY hereby authorizes LACMTA to deduct the Processing Fee from the amount LACMTA is to pay CITY hereunder.

6. CITY shall expend the LACMTA Funds on STP-L-Eligible Projects by the Lapsing Date. For the purposes of this AGREEMENT, "the Lapsing Date" shall mean the date that is five (5) years from the date that this AGREEMENT is fully executed. Any LACMTA Funds not expended by the Lapsing Date shall lapse and be returned to LACMTA within thirty (30) days of the Lapsing Date for further programming to third parties as LACMTA determines in its sole discretion.

- A. For the purposes of this AGREEMENT, the term "STP-L-Eligible Project" shall mean any transportation capital improvement that would normally qualify for the STP-L program, provided however, that any applicable federal regulations and standards related to procurement and other project delivery issues may be substituted with applicable state and local regulations, standards, and policies.
- B. The term "expend" as used in Section 6 shall mean "encumbered by an awarded contract".
- C. If the LACMTA Funds have lapsed and CITY has not returned all or a portion of the lapsed LACMTA Funds to LACMTA, then CITY shall be considered to be in default and agrees that such outstanding payments shall be paid from CITY funds in the following priority: first, from any of CITY's unobligated STP-L balance funds, then from CITY's Proposition A local return funds, then from CITY's Proposition C local return funds, and then from CITY's Measure R local return funds. If CITY is in default hereunder, in addition to all rights and remedies available to LACMTA at law or in equity and without further notice or ability to cure by CITY, CITY hereby authorizes LACMTA to withhold the applicable STP-L funds or local return funds in the amount needed to satisfy the outstanding amount of lapsed LACMTA Funds due and owing to LACMTA prior to LACMTA transferring the balance of such local return funds to the CITY in accordance with the applicable state laws or ordinances.

7. CITY must use the LACMTA Funds in the most cost-effective manner. If CITY intends to use a consultant or contractor to implement all or part of the STP-L-Eligible Project, LACMTA requires that such activities be procured in accordance with CITY's contracting procedures and be consistent with State law as appropriate. CITY will also use the LACMTA

Funds in the most cost-effective manner when the LACMTA Funds are used to pay "in-house" staff time. CITY staff or consultants with project oversight roles may not award work to companies in which they have a financial or personal interest. This effective use of funds provision will be verified by LACMTA through on-going project monitoring and through any LACMTA interim and final audits.

8. LACMTA, and/or its designee, shall have the right to conduct audits of CITY's use of the LACMTA Funds, as deemed appropriate, such as financial and compliance audits; interim audits; pre-award audits, performance audits, and final audits. CITY agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). CITY's records shall include, without limitation, any supporting evidence deemed necessary by LACMTA to substantiate CITY's use of LACMTA Funds. These records must be retained by CITY for five years following CITY's last use of the LACMTA Funds. CITY shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions of this AGREEMENT. The allowability of costs for CITY's own expenditures submitted to LACMTA for the STP-L-Eligible Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87. The allowability of costs for CITY's contractors, consultants, and suppliers expenditures submitted to LACMTA through CITY's Monthly Progress Reports and Quarterly Expenditures shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulation (FAR) Subpart 31 (whichever is applicable). Findings of the LACMTA audit are final. When LACMTA audit findings require CITY to return monies to LACMTA, CITY agrees to return the monies within thirty (30) days after the final audit is sent to CITY.

9. The terms of this AGREEMENT shall commence on the date that this AGREEMENT is fully executed and shall terminate once CITY has expended all the LACMTA Funds and all LACMTA audit and reporting requirements have been satisfied.

10. CITY shall fully indemnify, defend and hold LACMTA and its officers, agents, and employees harmless from and against any liability and expenses, including, without limitation, defend costs, any costs or liability on account of bodily injury, death or personal injury of any person, or for damages of any nature whatsoever arising out of (i) a breach of CITY's obligations under this AGREEMENT; or (ii) any act or omission of CITY or its officers, agents, employees, contractors, or subcontractors in the use of the LACMTA Funds.

11. LACMTA shall fully indemnify, defend and hold CITY and its officers, agents, and employees harmless from and against any liability and expenses, including, without limitation, defend costs, any costs or liability on account of bodily injury, death or personal injury of any person, or for damages to or loss of risk of property, any environmental obligations, any legal fees and any claims for damages of any nature whatsoever arising out of (i) a breach of LACMTA's obligations under this AGREEMENT; or (ii) any act or omission of LACMTA or its officers, agents, employees, contractors, or subcontractors in the use of CITY's STP-L Funds.

12. This AGREEMENT may be amended or modified only by mutual written consent of

LACMTA and CITY.

13. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY OF MALIBU:

Reva Feldman
City Manager
City of Malibu
23825 Stuart Ranch Road
Malibu, CA 90265

LACMTA:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, California 90012
Attn: William Ridder

14. This AGREEMENT shall be interpreted and governed by the laws of the State of California.

15. This AGREEMENT constitutes the entire understanding between the parties with respect to the subject matter herein.

92000000STPL1615

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers as of the date stated below.

**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION
AUTHORITY**

CITY OF MALIBU

By: _____

Phillip A. Washington
Chief Executive Officer

By: _____

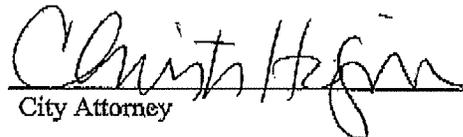
Reva Feldman
City Manager

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

APPROVED AS TO FORM:

By:  _____
Deputy

By:  _____
City Attorney



Metro

**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY
AUTOMATED CLEARING HOUSE (ACH) PAYMENT
AUTHORIZATION**

<i>SECTION I: Supplier Information</i>		
Supplier Number:		
Company Name:		
Payment Address:		
City:	State:	Zip Code:
Contact Name:	Contact	Phone Number:
Email Address:		
<i>SECTION II: Banking Information</i>		
Tax ID:		
Bank Name (Required):		
Account Name:		
Account Type (Required): <input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings		
Account Number (Required):		
Routing Number (Required):		
<i>SECTION III: Authorization</i>		
Print Name of Authorized Person:		
Print Title :		
Phone Number:		
Signature of Authorized Person:		
Date:		
<i>SECTION IV: Approval - Metro Use Only</i>		
Approved by:	Date:	
Entered by:	Date:	



**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY
AUTOMATED CLEARING HOUSE (ACH) PAYMENT
AUTHORIZATION**

Field	Description
Supplier Number	If you know the supplier number, please enter. Not required if not available.
Company Name	Enter name of company doing business with L.A. Metro.
Payment Address	Enter address where payment may be mailed in accordance with Metro records.
Contact Name	Enter name of person from your company that Metro may contact for more information if required.
Contact Phone Number	Enter number where contact person may be reached.
Email Address	Enter the email address where payment detail information can be sent (i.e., information to include payment amount, payment date, description of invoices paid, etc.)
Tax ID Number	Enter company's tax identification number.
Bank Name	Enter the bank name where payments are to be sent (i.e. Bank of America, Washington Mutual, etc.)
Routing Number	Enter the first 9 numbers of the account to which you would like funds sent. This information is located on your check for the account. Do not use information from a deposit slip.
Account Name	Enter the official name of the account.
Account Number	Enter the account number to which funds are to be sent.
Account Type	Check the appropriate account type.
Authorized Person & Title	Enter name and title of person of your company authorized to approve ACH transactions.
Signature	Must be a wet signature.
Phone Number	Enter phone number where authorized person may be contacted.

Please see check sample to find Routing No and Bank Account No

John Smith	101
1234 Walk of the Stars, Hollywood, CA. 90012	
Pay to the Order of _____ \$	
_____ Dollars	
Bank of America	
*122000661**0101** 0195300710*	

Routing Number

Account Number



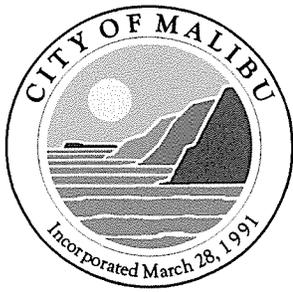
Metro

LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY
AUTOMATED CLEARING HOUSE (ACH) PAYMENT
AUTHORIZATION

Please mail your completed form along with a copy of a
voided check to:

Metro Accounts Payable
P.O. Box 512296
Los Angeles, CA 90051

Questions? Please feel free to contact:
Remy Maranan at (213)922-6812



Council Agenda Report

To: Mayor La Monte and the Honorable Members of the City Council

Prepared by: Brittany Saleaumua, Administrative Assistant

Reviewed by: Kristin Riesgo, Recreation Manager

Approved by: Reva Feldman, City Manager 

Date prepared: August 25, 2016

Meeting date: September 12, 2016

Subject: Assignment of Agreement to BrightView Landscape Services

RECOMMENDED ACTION: Authorize the City Manager to execute an Assignment of Agreement with ValleyCrest Landscape Maintenance, transferring its interest in the Agreement to BrightView Landscape Services.

FISCAL IMPACT: There is no fiscal impact associated with the Assignment of Agreement. Funding for the agreement is included in the Adopted Budget for Fiscal Year 2016-2017 in Park Maintenance Professional Services (100-4010-5100).

DISCUSSION: On March 24, 2014, the City entered into an Agreement with ValleyCrest Landscape Maintenance for professional landscape maintenance services of City parks and medians.

ValleyCrest Landscape Maintenance has changed its name to BrightView Landscape Services. The Assignment of Agreement reflects this change.

ATTACHMENT: Assignment of Agreement with ValleyCrest Landscape Maintenance

ASSIGNMENT OF AGREEMENT

THIS REQUEST FOR ASSIGNMENT OF AGREEMENT is made to the City of Malibu on September 12, 2016, by ValleyCrest Landscape Maintenance, hereinafter referred to as Consultant.

RECITALS

A. On March 24, 2014, the City entered into an Agreement with Consultant for work relating to landscape maintenance of city parks and medians (the "Agreement").

B. Consultant desires to assign or transfer interest in the Agreement to BrightView Landscape Services, Assignee.

C. City has determined that the assignment is in the public interest and consistent with the purposes of the Agreement.

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties agree as follows:

1. Request. Pursuant to Section 6.2 of the Agreement, ValleyCrest Landscape Maintenance hereby requests permission to assign the agreement between the City and ValleyCrest Landscape Maintenance to BrightView Landscape Services. The reason for the assignment is due to a change in the company name. BrightView Landscape Services warrants that [it/he/she/they] possess the skill and training to fully undertake the obligations of the Consultant under the Agreement and agree to all its terms.
2. Approval. This request is hereby granted by the City of Malibu on September 12, 2016, and is effective as of September 12, 2016. Consultant is excused from further obligations under the Agreement and BrightView Landscape Services hereby assumes all Consultant's obligations under the Agreement.
3. Limited Amendment. All terms and conditions of the Agreement remain in full force and effect.

CONSULTANT:

By: 
Title: Branch Manager
Contact: (805) 499-8689

ASSIGNEE:

By: 
Title: Branch Manager
Contact: (805) 499-8689

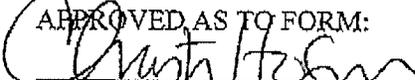
CITY OF MALIBU:

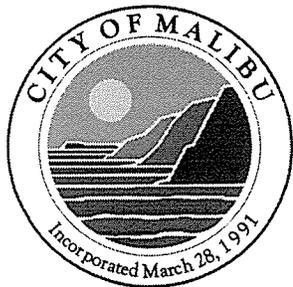
REVA FELDMAN, City Manager

ATTEST:

HEATHER GLASER, Acting City Clerk
(seal)

APPROVED AS TO FORM:


CHRISTI HOGIN, City Attorney



Council Agenda Report

To: Mayor La Monte and the Honorable Members of the City Council

Prepared by: Trevor Rusin, Assistant City Attorney

On behalf of: Reva Feldman, City Manager 

Date prepared: August 30, 2016 Meeting date: September 12, 2016

Subject: Authorize Easement Agreement Contingent on Transfer of 2.3 Acres and Payment of \$500,000 in Accordance with La Paz Development Agreement

RECOMMENDED ACTION: Adopt Resolution No. 16-41 approving an Easement Agreement, conditioned on grant to the City of 2.3 acre Parcel C located at 3700 La Paz Lane and payment of \$500,000 to the City pursuant to Development Agreement dated November 8, 2008, and finding the project exempt from the California Environmental Quality Act.

FISCAL IMPACT: There are no negative fiscal impacts of the recommended action. In exchange for the easements, Malibu Development Company, LLC (MDC) will assume the cost of building and maintaining a road to Parcel C and indemnify the City for liability arising from use of the easements. Without the agreement, the City would have to bear undetermined costs to construct access to its property and assume ordinary liability attendant to property ownership.

DISCUSSION:

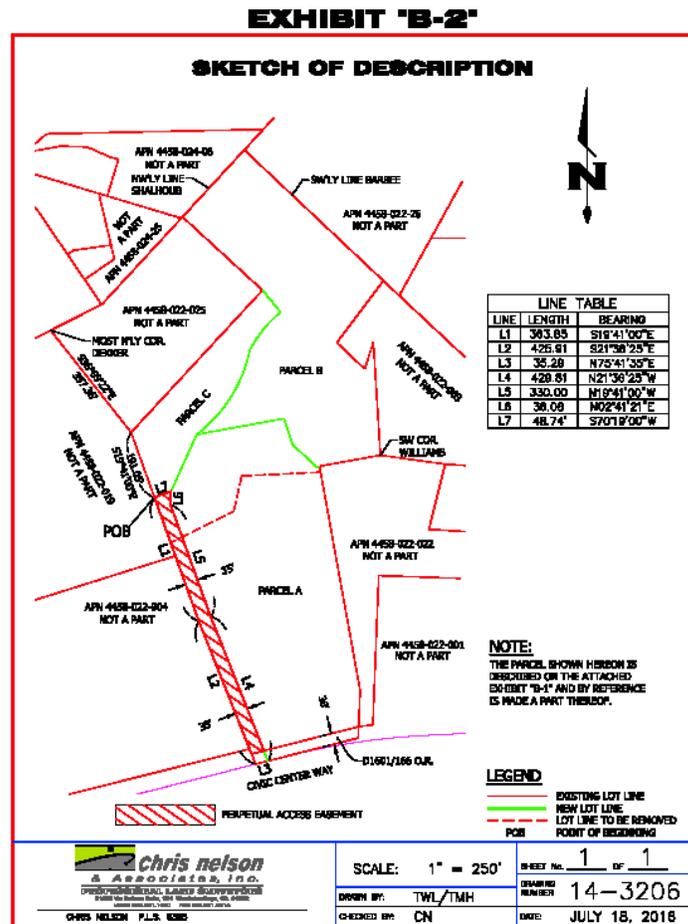
Background

On November 10, 2008, the City Council approved two alternative projects for development of the La Paz Ranch property at 3700 La Paz Lane in the Civic Center. One was a .15 Floor Area Ratio (FAR) project and the other was a .20 FAR project. A development agreement was approved for the .20 FAR project to secure the public benefits required by the General Plan for the additional FAR. Under that development agreement La Paz was granted a .20 FAR in exchange for a number of public benefits, including: 1) conveying 2.3 acres in the Civic Center (Parcel C) to the City; 2) a payment of \$500,000 to the City to defray the cost of making public use of Parcel C; 3) a pedestrian and bike path through the project connecting to Civic Center Way; and 4) dedication of a trail segment fronting Civic Center Way.

The La Paz project is being purchased by MDC, which has requested two easements from the City. The proposed easements are: 1) a temporary easement over Parcel C allowing staging for construction and landscaping on Parcel C; and 2) a contingent permanent access easement allowing the owner and its guests to use the access road portion of Parcel C to access its property, if the owner builds and maintains the road in accordance with the City's standards (or reimburses the City for the cost) and assumes liability for the road. The easements, if approved, are defined in an Easement Agreement (Attachment 2), which will be placed in escrow, to be released only upon the transfer of Parcel C to the City and payment of the \$500,000 required by the Development Agreement.

Easement Agreement

The proposed Easement Agreement is attached to this report. The first easement described in the agreement is a contingent permanent access agreement. Parcel C, which will be conveyed to the City pursuant to the Development Agreement, is a flag lot that contains a narrow strip of property, which is designed to contain a road accessing Civic Center Way. This easement will allow MDC and its guests to use the road to access MDC Parcels A and B. The easement area is defined in Exhibit B-2 to the Easement Agreement.



In exchange for this easement, MDC has agreed to build and maintain the access road or reimburse the City for the cost of doing so. It also will assume liability for the condition of the access road and indemnify the City against any liability arising from its use of the access road, including liability arising from injuries to third parties (unless the damages are due to the gross negligence or willful misconduct of the City). Should MDC fail to maintain the access road as requested by the City, the agreement also includes significant penalty provisions allowing the City to collect the cost of any maintenance work performed by the City, plus a 20% penalty and 10% interest compounded monthly.

The second easement contained in the agreement is a temporary construction easement. This easement grants the developer the ability to use Parcel C for staging purposes in connection with construction work on Parcels A and B, the construction of the access road, and landscaping on Parcel C. The easement area is defined in Exhibit C to the Easement Agreement.

This temporary construction easement expires automatically on the day the City breaks ground or commences construction of improvements on Parcel C. MDC must also submit a grading and restoration plan to the City prior to commencing construction work. The plan assures the City that MDC can restore Parcel C, as required, five days before the termination date of the easement.

Analysis

While the City has not designated a use for Parcel C, pursuant to the Development Agreement the City will need to begin use or sell the Parcel within 10 years of the date it is conveyed to the City. While no specific project has been designated for the site, whether that project constitutes a library, community center, park, or other use, a road will need to be constructed to Parcel C to provide access. As a result, MDC's offer to build and maintain the road will provide real savings to the City, which can be used for investment in a project on Parcel C, or for other use benefitting the City's residents.

The indemnity provision also protects the City against potential liability related to use of the road, which could prove to be a significant benefit. Both the obligation to maintain the road and indemnify the City continue in perpetuity with the easement, which magnifies the potential savings to the City.

The construction easement is conditioned to ensure that it terminates before the City begins construction on Parcel C, and that Parcel C is restored to its current, or an improved, state after its use. The construction easement could impact the City's ability to use Parcel C during construction, but with the conditions included it would not delay or increase the cost of the City's development of the site.

Given the substantial benefits to the City, and limited drawbacks, staff's recommendation is to approve the Easement Agreement. In addition, the granting of these easements is

exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) as the act of granting the easements alone does not have the potential to have a significant effect on the environment.

Summary

The Easement Agreement will only take effect if MDC conveys Parcel C and \$500,000 to the City in accordance with the Development Agreement. Assuming the construction and maintenance costs of the access road, and importantly the related liability, will provide a substantial benefit to the City and facilitate use of Parcel C.

- ATTACHMENTS:
1. Resolution No. 16-41
 2. Proposed Easement Agreement, including Exhibits A, B1, B2, and C

RESOLUTION NO. 16-41

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MALIBU APPROVING AN EASEMENT AGREEMENT, CONDITIONED ON GRANT TO THE CITY OF 2.3 ACRE PARCEL C LOCATED AT 3700 LA PAZ LANE AND PAYMENT OF \$500,000 TO THE CITY PURSUANT TO DEVELOPMENT AGREEMENT DATED NOVEMBER 10, 2008, AND FINDING THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

The City Council of the City of Malibu does hereby find, order and resolve as follows:

SECTION 1. Recitals.

- A. On or about November 10, 2008, the City entered into a Development Agreement with Malibu La Paz Ranch, LLC, related to the property located at 3700 La Paz Lane, which was modified as suggested by the California Coastal Commission on May 10, 2010. Pursuant to this Development Agreement, the proposed project was approved for a .20 FAR in exchange for certain public benefits, including the conveying of 2.3 acres in the civic center (Parcel C) to the City and payment of \$500,000 to the City; and
- B. Malibu Development Company, LLC (MDC) is purchasing the project and has requested two easements from the City, defined in the attached Easement Agreement; and
- C. The easements, as described in the Easement Agreement, allow (1) temporary use of Parcel C for construction staging and landscaping purposes, and (2) permanent access over a portion of Parcel C, as defined in Exhibit B2 to the Easement Agreement, contingent upon MDC constructing, or paying for, an access road over the easement, assuming responsibility for maintenance of said road, and indemnifying the City against any liability arising from its use of the access road; and
- D. The Easement Agreement will be signed and placed in escrow, not to take effect unless and until Parcel C is transferred to the City and the City receives the \$500,000 payment due under the development agreement.

SECTION 2. Environmental Review

Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) the City Council has analyzed the easement agreement. The City Council has found that the grant of these easements and approval of the Easement Agreement is exempt from the provisions of CEQA pursuant to State CEQA Guidelines section 15061(b)(3) as there is no possibility the act of granting these easements itself may have a significant effect on the environment. The La Paz project was analyzed in a certified EIR and this action does not change that approved and vested development right in any manner. The owner of the property currently holds the rights these easements grant, and the easement agreement allows the owner to retain these rights upon transfer of Parcel C to the City.

SECTION 3. The City Council hereby approves the attached Easement Agreement subject to the following conditions:

1. Upon signature, the Easement Agreement shall be deposited in escrow not to take effect, be released, or recorded unless and until all conditions herein listed are met; and
2. Clean title to Parcel C, as designated in Exhibit A to the Easement Agreement, is conveyed to the City pursuant to the Development Agreement and the City Council has adopted a resolution accepting Parcel C; and
3. The City has received payment of \$500,000 as required by the Development Agreement.

SECTION 4. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED, and ADOPTED this 12th day of September 2016.

LOU LA MONTE, Mayor

ATTEST:

HEATHER GLASER, Acting City Clerk
(seal)

APPROVED AS TO FORM:

CHRISTI HOGIN, City Attorney

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Latham & Watkins
355 South Grand Avenue
Los Angeles, CA 90071
Attention: Kevin Ehrhart, Esq.

(Space Above For Recorder's Use)

ACCESS AND CONSTRUCTION EASEMENT AGREEMENT

This ACCESS AND CONSTRUCTION EASEMENT AGREEMENT (“**Agreement**”) is made effective as of the ___ day of ___, 2016, by and between CITY OF MALIBU (“**Grantor**” or “**City**”) and MALIBU DEVELOPMENT COMPANY, LLC, a Delaware limited liability company (“**Grantee**”).

Recitals

A. Grantee owns or owned that certain real property located in the County of Los Angeles, State of California, as more particularly described on **Exhibit A** attached hereto and incorporated in this Agreement by reference (the “**Property**”).

B. Immediately prior to the recordation of this Agreement, Grantee dedicated that certain portion of the Property designated as “Parcel C” on Exhibit A attached hereto (“**Parcel C**”) to Grantor. As of the recordation of this Agreement, Grantor is the owner of Parcel C. Grantee has retained and is the owner of those portions of the Property designated as “Parcel A” and “Parcel B” on Exhibit A attached hereto (the “**Grantee Property**”).

C. Grantor desires to grant and Grantee desires to obtain certain easements over Parcel C on the terms and conditions hereinafter set forth in this Agreement.

NOW, THEREFORE, in consideration of the recitals above and the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Agreement

1. Access Easement. Grantor hereby grants and conveys to Grantee, and its successors and assigns as owners of any or all of the Grantee Property, and Grantee hereby accepts from Grantor a nonexclusive perpetual access easement, right and privilege over and across Parcel C (the “**Access Easement**”) as more particularly described on **Exhibit B** attached hereto and incorporated in this Agreement by reference, for access, ingress and egress to and from the Grantee Property for the purposes of (i) providing vehicular and pedestrian access to and from the Grantee Property, (ii) constructing, installing and maintaining certain street improvements, utilities, and drainage infrastructure improvements pursuant to and in accordance with the requirements and standards established by the City of Malibu for the purpose of providing an improved shared road (known as “**La Paz Lane**”) which shall serve as a vehicular access road

for Parcel C and the Grantee Property (the “**La Paz Lane Construction**”), and (iii) constructing, installing and maintaining certain curb cuts to, in and on La Paz Lane as may be necessary to provide adequate access to surface and subterranean parking and delivery areas on the Grantee Property (the “**Curb Cuts Construction**”, together with the **La Paz Lane Construction**, the “**Construction Work**”). No aboveground or underground structures, ramps, parking lots or similar improvements shall be located on Parcel C. This Access Easement is contingent upon Grantee constructing and maintaining **La Paz Lane** in a safe condition and as reasonably required by the City. Should the City perform any or all of the **Construction Work**, in lieu of constructing **La Paz Lane** Grantee may reimburse the City for the costs of the **Construction Work**. The payment in lieu of constructing **La Paz Lane** option shall expire eight years from the date the City commences the Construction Work, or five years from the date Grantee pulls building permits for construction on the Grantee Property, whichever is later in time. Grantee has no obligation to perform the **Construction Work**, but should it fail to construct **La Paz Lane**, per section (ii) above, or reimburse the City for the costs of the **Construction Work**, within eight years from the date the City commences the Construction Work, or five years from the date Grantee pulls building permits for construction on the Grantee Property, whichever is later in time, the **Access Easement** shall terminate. Further, should Grantee fail to commence maintenance work requested by the City in writing, per above, within 30 days of such request, and complete it within a reasonable time, the City may complete the maintenance work, which Grantee shall reimburse with a 20 percent penalty plus interest at 10 percent interest compounded monthly. If Grantee fails to perform the maintenance work, Grantee shall waive the right to challenge the City’s request to reimburse the City for its completion of the maintenance work. All **Construction Work** and maintenance of **La Paz Lane** shall be subject to written approval by the City, not to be reasonably withheld.

2. Construction Easement. Grantor hereby grants to Grantee, and its successors and assigns as owners of any or all of the Grantee Property, and Grantee hereby accepts from Grantor a nonexclusive temporary easement, right and privilege over and across Parcel C, as depicted on the parcel map attached hereto as **Exhibit C** and incorporated in this Agreement by reference (the “**Construction Easement**” and together with the Access Easement, the “**Easements**”), for access, ingress and egress to and from the Grantee Property for the purposes of (i) accessing Parcel C for staging purposes in connection with the **Construction Work** (as defined in Paragraph 1 above) and the construction of improvements to be developed by Grantee on Parcels A and B and (ii) landscaping on Parcel C. The Construction Easement shall automatically expire on the day on which Grantor breaks ground or commences construction of improvements on Parcel C (the “**Construction Easement Termination Date**”).

3. Indemnification. Grantee shall indemnify, defend and hold harmless Grantor and its respective affiliates, officers, directors, partners, shareholders, attorneys, employees, agents, contractors, successors and assigns (collectively, the “**Indemnified Parties**”) from and against any and all obligations, liabilities, claims, demands, suits, liens, encumbrances, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and costs) relating to the **Construction Work**, use of the **Easements** or **La Paz Lane**, or breaches of this Agreement, including for loss of or damage to property, including, without limitation, Parcel C and the property of each of the Indemnified Parties, and for injuries to or death of any person (including, without limitation, the agents and employees of each of the Indemnified Parties) when related to, arising from or resulting from the acts or omissions of Grantee and/or their agents, contractors,

officers, directors, attorneys, invitees and employees (including, but not limited, to Claims related to the condition of the **Easements** or **La Paz Lane**) (each, a “**Claim**”), unless such Claim is due to the gross negligence or willful misconduct of any of the Indemnified Parties. This obligation will apply whether or not any such **Claim** is groundless or later found to be invalid. The obligations under this Section 3 shall survive the expiration or earlier termination of this Agreement.

4. Insurance. At all times during the term of this Agreement, Grantee, at its sole cost and expense, shall procure and maintain in effect a commercial general liability insurance policy with a financially responsible insurance company reasonably acceptable to Grantor (which must have at least a Best’s rating of A-:VII), covering (i) the activities of Grantee on Parcel C, and (ii) the indemnity obligations of Grantee set forth in this Agreement. Grantee shall deliver to Grantor a certificate of insurance for the commercial general liability insurance policy prior to commencing the performance of the Construction Work. Such insurance policy shall have a per occurrence limit of at least One Million and No/100 Dollars (\$1,000,000.00 and an aggregate limit of at least Three Million and No/100 Dollars (\$3,000,000.00), shall name Grantor as an additional insured, shall be primary and non-contributing with any other insurance available to Grantor and shall contain a full waiver of subrogation clause.

5. Duty to Repair, Restore or Replace. Prior to commencement of **Construction Work** or construction on Grantee Property, by Grantee, Grantee shall submit to the City a Grading and Restoration Plan for Parcel C subject to written approval by the City Planning Director, not to be reasonably withheld. Within five (5) days prior to the Construction Easement Termination Date but in no event sooner than sixty (60) days following Grantee’s receipt of written notice from Grantor of the Construction Easement Termination Date, Grantee shall remove Grantee’s movable personal property from Parcel C and restore Parcel C pursuant to the Grading and Restoration Plan.

6. Recordation. This Agreement shall be recorded in the Official Records of Los Angeles County, California. Upon the Termination Date, Grantee shall execute and record at its sole cost and expense a quitclaim deed evidencing the termination of the Construction Easement and releasing its interests therein.

7. Joint and Several. All agreements and obligations of Grantee hereunder shall be joint and several agreements.

8. Time of Essence. Time is of the essence in this Agreement.

9. Attorneys’ Fees. In the event of any controversy, claim or dispute relating to this Agreement or the breach of this Agreement, the prevailing party shall be entitled to recover from the losing party, in addition to any other relief that may be granted, reasonable expenses, attorneys’ fees and costs.

10. Binding Effect. The Easements shall run upon, over, and across Parcel C and shall run with the land, and the Easements and this Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their successors, transferees and assigns, except as otherwise provided in this Agreement.

11. Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the provisions of this Agreement, and shall not affect the construction or interpretation of any of its provisions.

12. Amendment. This Agreement may not be modified, changed, supplemented, superseded, canceled or terminated (unless terminated as provided herein), nor may any obligations hereunder be waived, except by written instrument signed by the parties hereto.

13. Counterparts. This Agreement may be signed in counterpart by the parties hereto, and the signature pages and accompanying acknowledgments of all parties may thereafter be assembled as a single Agreement for recordation purposes, creating a fully executed Agreement, enforceable against the parties thereto.

Signature Pages to Follow

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

"GRANTOR"

By: _____

Its: _____

Date: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____, 2016, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

"GRANTEE"

By: _____

Its: _____

Date: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____, 2016, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

Legal Description of the Property

EXHIBIT "A"
(Legal Description of Parcel A)

That portion of the Rancho Topanga Malibu Sequit, in the County of Los Angeles, State of California, as confirmed to Matthew Keller by Patent recorded in Book 1, Page 407, et seq. of Patents, in the Office of the County Recorder, described as follows:

Commencing at the most northerly corner of the land described in the Deed to Jacob Dekker, recorded in Book 22063, Page 104 of Official Records of said County; thence along the northeasterly line of said land of Dekker, South 36°09'22" East a distance of 357.36 feet; thence, South 19°41'00" East a distance of 555.00 feet; thence, South 21°36'25" East a distance of 425.91 feet; thence North 75°41'35" East a distance of 35.29 feet to the **Point of Beginning**; thence along a line parallel with and distant 35.00 feet easterly of the westerly line of said land,

- 1st North 21°36'25" West a distance of 429.81 feet; thence,
- 2nd North 19°41'00" West a distance of 330.00 feet; thence,
- 3rd North 02°41'21" East a distance of 36.08 feet; thence,
- 4th North 24°12'24" East a distance of 172.87 feet; thence,
- 5th North 79°33'58" East a distance of 244.64 feet; thence,
- 6th South 18°55'27" East a distance of 76.68 feet; thence,
- 7th South 46°42'58" East a distance of 89.20 feet; thence,
- 8th North 79°44'50" East a distance of 9.00 feet to the northwest corner of the land described in the Deed from Nancy T. Mandel to General Telephone Company of California recorded as Document No. 1046 on April 18, 1969, of Official Records of said County; thence along the Westerly line of said land the following two courses,
- 9th South 10°15'10" East a distance of 631.61 feet; thence,
- 10th South 02°32'55" West a distance of 131.25 feet; thence,
- 11th South 75°41'35" West a distance of 256.96 feet to the **Point of Beginning**.

Except the southerly 30.00 feet of said land condemned for road purposes by decree recorded on May 02, 1962 in book D1601, Page 166 of Official Records of said County,

The above described parcel is shown on the attached "Exhibit 'A' – Sketch of Parcel A" and by reference made a part thereof.

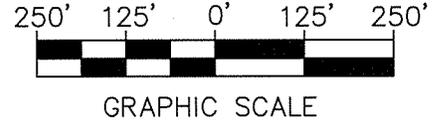
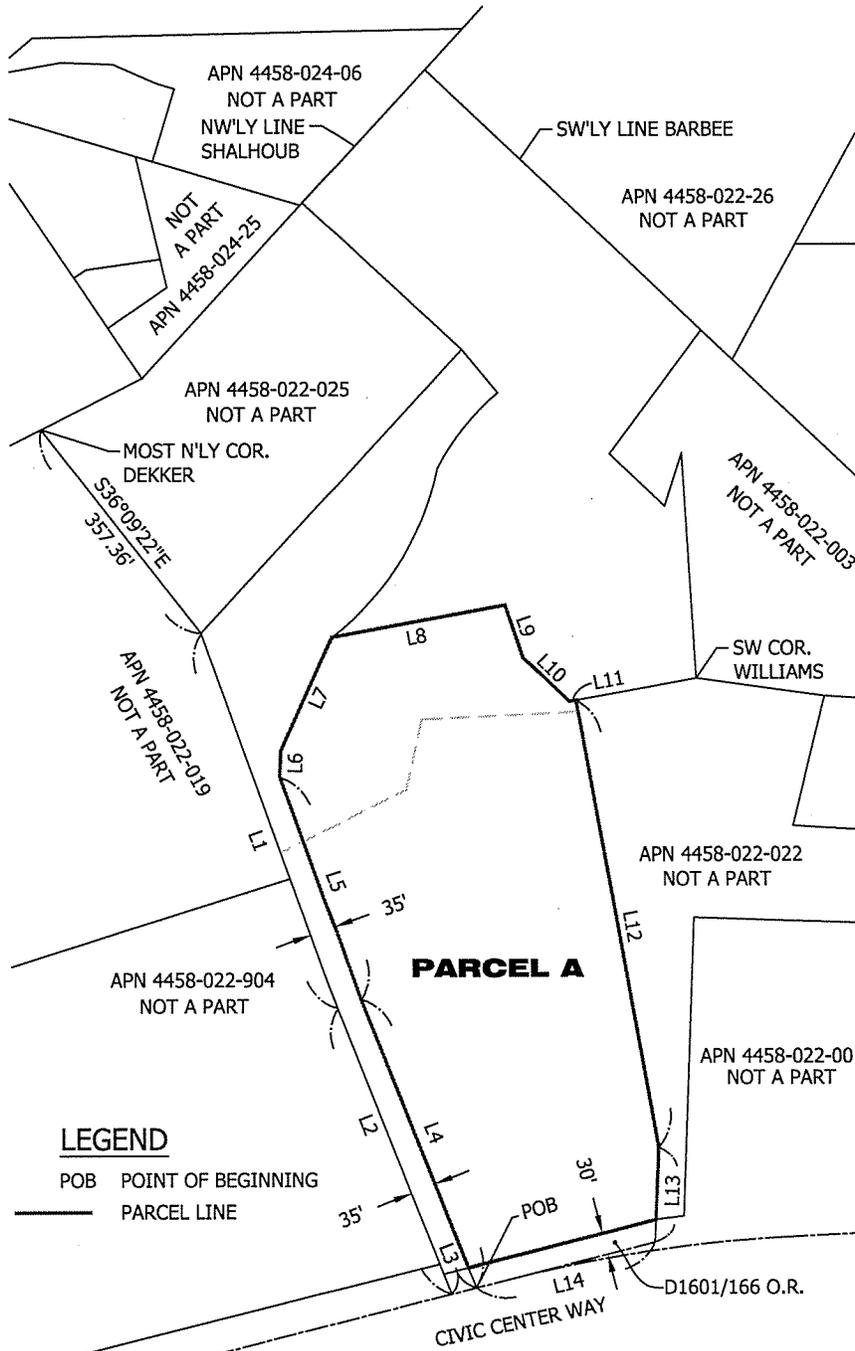
Chris Nelson, PLS 6385

Date

Page 1 of 1

EXHIBIT "A"

SKETCH OF PARCEL A



LINE TABLE		
LINE	LENGTH	BEARING
L1	555.00	S19°41'00"E
L2	425.91	S21°36'25"E
L3	35.29	N75°41'35"E
L4	429.81	N21°36'25"W
L5	330.00	N19°41'00"W
L6	36.08	N02°41'21"E
L7	172.87	N24°12'24"E
L8	244.64	N79°33'58"E
L9	76.68	S18°55'27"E
L10	89.20	S46°42'58"E
L11	9.00	N79°44'50"E
L12	631.61	S10°15'10"E
L13	131.25	S02°32'55"W
L14	256.96	S75°41'35"W

LEGEND

- POB POINT OF BEGINNING
- PARCEL LINE



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CHRIS NELSON P.L.S. 6385

SCALE: 1" = 250'

DRAWN BY: TWL/TMH

CHECKED BY: CN

SHEET No. 1 OF 1

DRAWING NUMBER 14-3206

DATE: JUNE 22, 2016

EXHIBIT "A"
(Legal Description of Parcel B)

That portion of the Rancho Topanga Malibu Sequit, in the County of Los Angeles, State of California, as confirmed to Matthew Keller by Patent recorded in Book 1, Page 407, et seq. of Patents, in the Office of the County Recorder, described as follows:

Commencing at the most northerly corner of the land described in the Deed to Jacob Dekker, recorded in Book 22063, Page 104 of Official Records of said County; thence along the northeasterly line of said land of Dekker, South 36°09'22" East a distance of 357.36 feet; thence North 42°39'46" East a distance of 535.43 feet to the **Point of Beginning**; thence,

- 1st North 47°24'00" West a distance of 300.00 feet to the northwesterly line of the land described in the Deed to Joseph A. Shalhoub, recorded in Book 19985, page 226 of Official Records of said County; thence along said northwesterly line,
- 2nd North 42°36'00" East a distance of 252.04 feet to the southwesterly line of the land described in the Deed to Algernon K. Barbee, recorded in Book 21317, Page 119 of Official Records of said County; thence along said southwesterly line,
- 3rd South 46°40'53" East a distance of 528.03 feet; thence,
- 4th South 36°50'43" West a distance of 214.36 feet; thence,
- 5th South 46°40'53" East a distance of 106.00 feet; thence,
- 6th North 17°54'55" East a distance of 77.85 feet; thence,
- 7th South 03°31'20" East a distance of 313.57 feet; thence,
- 8th South 79°44'50" West a distance of 179.92 feet; thence,
- 9th North 46°42'58" West a distance of 89.20 feet; thence,
- 10th North 18°55'27" West a distance of 76.68 feet; thence,
- 11th South 79°33'58" West a distance of 244.64 feet to a point on a non-tangent curve concave northwesterly with a radius of 396.00 feet, a radial line to the center of said curve bears North 37°27'19" West; thence along said curve,
- 12th Northeasterly through a central angle of 40°52'23" an arc distance of 282.49 feet to a point on a non-tangent curve concave southeasterly with a radius of 352.51 feet, a radial line to the center of said curve bears South 62°15'03" East; thence along said curve,
- 13th Northeasterly through a central angle of 22°04'56" an arc distance of 135.86 feet; thence leaving said curve along a non-tangent line,

14th North 39°41'39" West a distance of 78.04 feet to the **Point of Beginning**

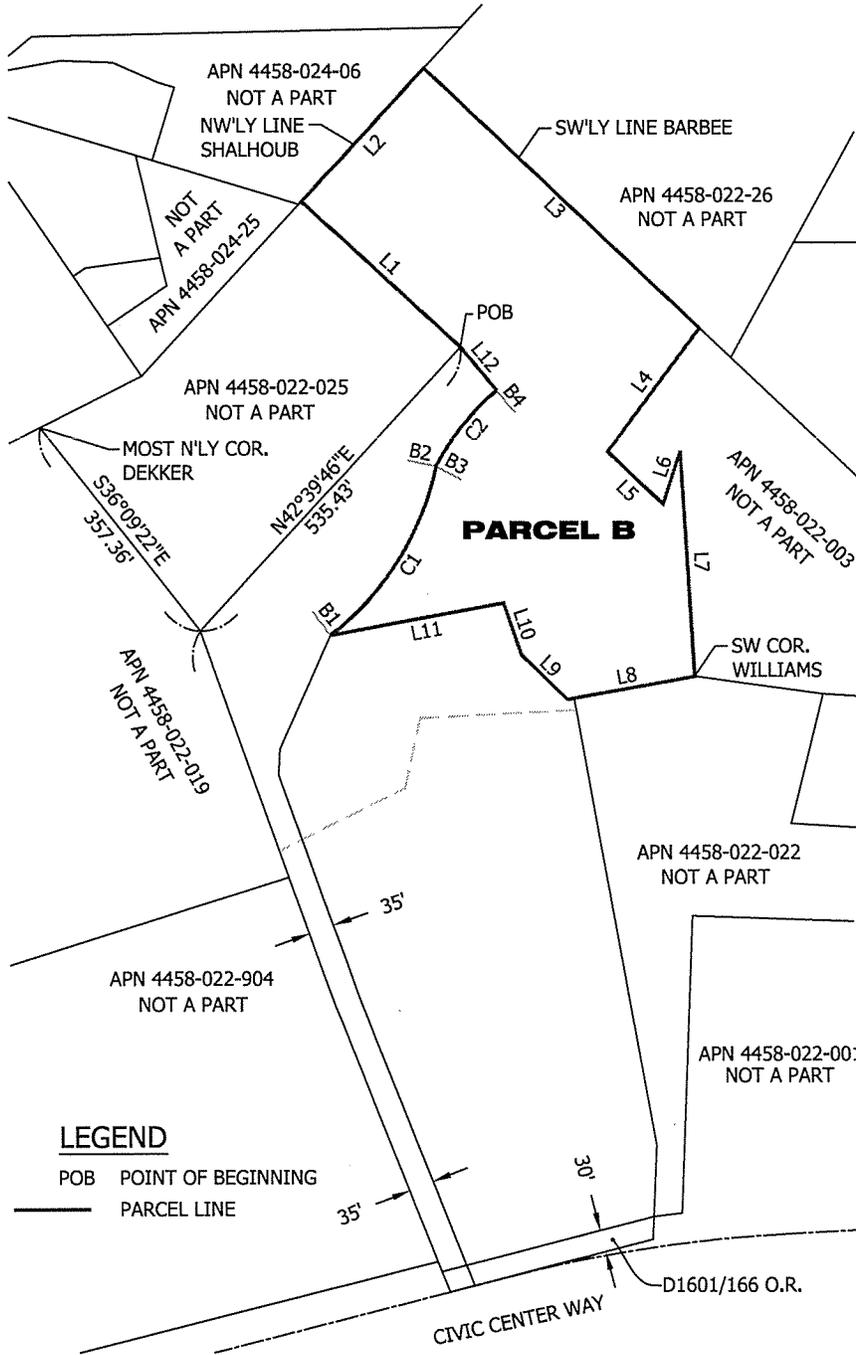
The above described parcel is shown on the attached "Exhibit 'A' – Sketch of Parcel B" and by reference made a part thereof.

Chris Nelson, PLS 6385

Date

EXHIBIT "A"

SKETCH OF PARCEL B



LINE TABLE		
LINE	LENGTH	BEARING
L1	300.00	N47°24'00"W
L2	252.04	N42°36'00"E
L3	528.03	S46°40'53"E
L4	214.36	S36°50'43"W
L5	106.00	S46°40'53"E
L6	77.85	N17°54'55"E
L7	313.57	S03°31'20"E
L8	179.92	S79°44'50"W
L9	89.20	N46°42'58"W
L10	76.68	N18°55'27"W
L11	244.64	S79°33'58"W
L12	78.04	N39°41'39"W

CURVE TABLE			
CURVE	DELTA	LENGTH	RADIUS
C1	40°52'23"	282.49	396.00
C2	22°04'56"	135.86	352.51

RADIAL LINE TABLE	
LINE	BEARING
B1	N37°27'19"W
B2	N78°19'42"W
B3	S62°15'03"E
B4	S40°10'07"E

LEGEND

- POB POINT OF BEGINNING
- PARCEL LINE



GRAPHIC SCALE



chris nelson
& Associates, inc.

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31368 Via Collins Suite, 104 Westlake Village, CA, 91362
Voice: 818.991.1040 Fax: 818.991.0614

CHRIS NELSON P.L.S. 6385

SCALE: 1" = 250'

DRAWN BY: TWL/TMH

CHECKED BY: CN

SHEET No. 1 OF 1

DRAWING NUMBER 14-3206

DATE: JUNE 22, 2016

EXHIBIT "A"
(Legal Description of Parcel C)

That portion of the Rancho Topanga Malibu Sequit, in the County of Los Angeles, State of California, as confirmed to Matthew Keller by Patent recorded in Book 1, Page 407, et seq. of Patents, in the Office of the County Recorder, described as follows:

Commencing at the most northerly corner of the land described in the Deed to Jacob Dekker, recorded in Book 22063, Page 104 of Official Records of said County; thence along the northeasterly line of said land of Dekker, South 36°09'22" East a distance of 357.36 feet to the **Point of Beginning**; thence along the easterly line of said land of Dekker,

- 1st South 19°41'00" East a distance of 555.00 feet; thence,
- 2nd South 21°36'25" East a distance of 425.91 feet; thence,
- 3rd North 75°41'35" East a distance of 35.29 feet; thence along a line parallel with and distant 35.00 feet easterly of the westerly line of said land,
- 4th North 21°36'25" West a distance of 429.81 feet; thence,
- 5th North 19°41'00" West a distance of 330.00 feet; thence,
- 6th North 02°41'21" East a distance of 36.08 feet; thence,
- 7th North 24°12'24" East a distance of 172.87 feet to a point on a non-tangent curve concave northwesterly with a radius of 396.00 feet, a radial line to the center of said curve bears North 37°27'19" West; thence along said curve;
- 8th Northeasterly through a central angle of 40°52'23" an arc distance of 282.49 feet to a point on a non-tangent curve concave southeasterly with a radius of 352.51 feet, a radial line to the center of said curve bears South 62°15'03" East; thence along said curve,
- 9th Northeasterly through a central angle of 22°04'56" an arc distance of 135.86 feet; thence leaving said curve along a non-tangent line,
- 10th North 39°41'39" West a distance of 78.04 feet; thence,
- 11th South 42°39'46" West a distance of 535.43 feet to the **Point of Beginning**.

Except the southerly 30.00 feet of said land condemned for road purposes by decree recorded on May 02, 1962 in book D1601, Page 166 of Official Records of said County,

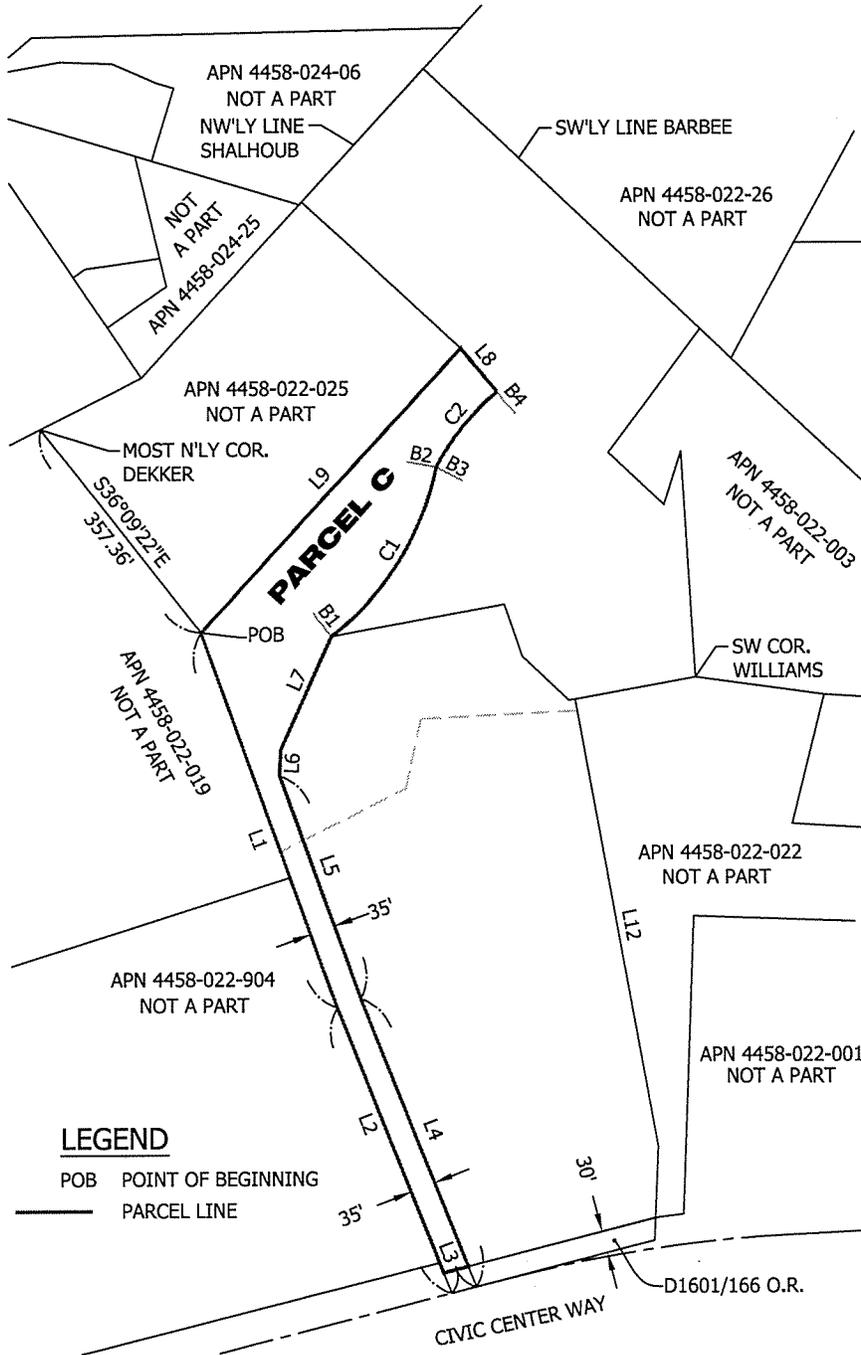
The above described parcel is shown on the attached "Exhibit 'A' – Sketch of Parcel C" and by reference made a part thereof.

Chris Nelson, PLS 6385

Date

EXHIBIT "A"

SKETCH OF PARCEL C



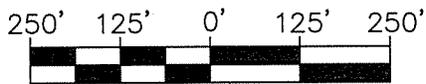
LINE TABLE		
LINE	LENGTH	BEARING
L1	555.00	S19°41'00"E
L2	425.91	S21°36'25"E
L3	35.29	N75°41'35"E
L4	429.81	N21°36'25"W
L5	330.00	N19°41'00"W
L6	36.08	N02°41'21"E
L7	172.87	N24°12'24"E
L8	78.04	N39°41'39"W
L9	535.43	S42°39'46"W

CURVE TABLE			
CURVE	DELTA	LENGTH	RADIUS
C1	40°52'23"	282.49	396.00
C2	22°04'56"	135.86	352.51

RADIAL LINE TABLE	
LINE	BEARING
B1	N37°27'19"W
B2	N78°19'42"W
B3	S62°15'03"E
B4	S40°10'07"E

LEGEND

- POB POINT OF BEGINNING
- PARCEL LINE



GRAPHIC SCALE



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 & Associates, inc.
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 Volocel: 818.991.1040 Fax: 818.991.0614

CHRIS NELSON P.L.S. 6385

SCALE: 1" = 250'

DRAWN BY: TMH

CHECKED BY: CN

SHEET No. 1 OF 1

DRAWING NUMBER 14-3206

DATE: JUNE 22, 2016

EXHIBIT B

Legal Description of the Access Easement

EXHIBIT "B-1"
(Legal Description)

That portion of the Rancho Topanga Malibu Sequit, in the County of Los Angeles, State of California, as confirmed to Matthew Keller by Patent recorded in Book 1, Page 407, et seq. of Patents, in the Office of the County Recorder, described as follows:

Commencing at the most northerly corner of the land described in the Deed to Jacob Dekker, recorded in Book 22063, Page 104 of Official Records of said County; thence along the northeasterly line of said land of Dekker, South 36°09'22" East a distance of 357.36 feet; thence along the easterly line of said land of Dekker South 19°41'00" East a distance of 191.05 feet to the **Point of Beginning**; thence continuing along said easterly line of said land of Dekker,

- 1st South 19°41'00" East a distance of 363.85 feet; thence,
- 2nd South 21°36'25" East a distance of 425.91 feet; thence,
- 3rd North 75°41'35" East a distance of 35.29 feet; thence along a line parallel with and distant 35.00 feet easterly of the westerly line of said land,
- 4th North 21°36'25" West a distance of 429.81 feet; thence,
- 5th North 19°41'00" West a distance of 330.00 feet; thence,
- 6th North 02°41'21" East a distance of 36.08 feet; thence,
- 7th South 70°19'00" West a distance of 48.74 feet to the **Point of Beginning**.

Except the southerly 30.00 feet of said land condemned for road purposes by decree recorded on May 02, 1962 in book D1601, Page 166 of Official Records of said County,

The above described parcel is shown on the attached Exhibit "B-2" and by reference made a part thereof.

Chris Nelson

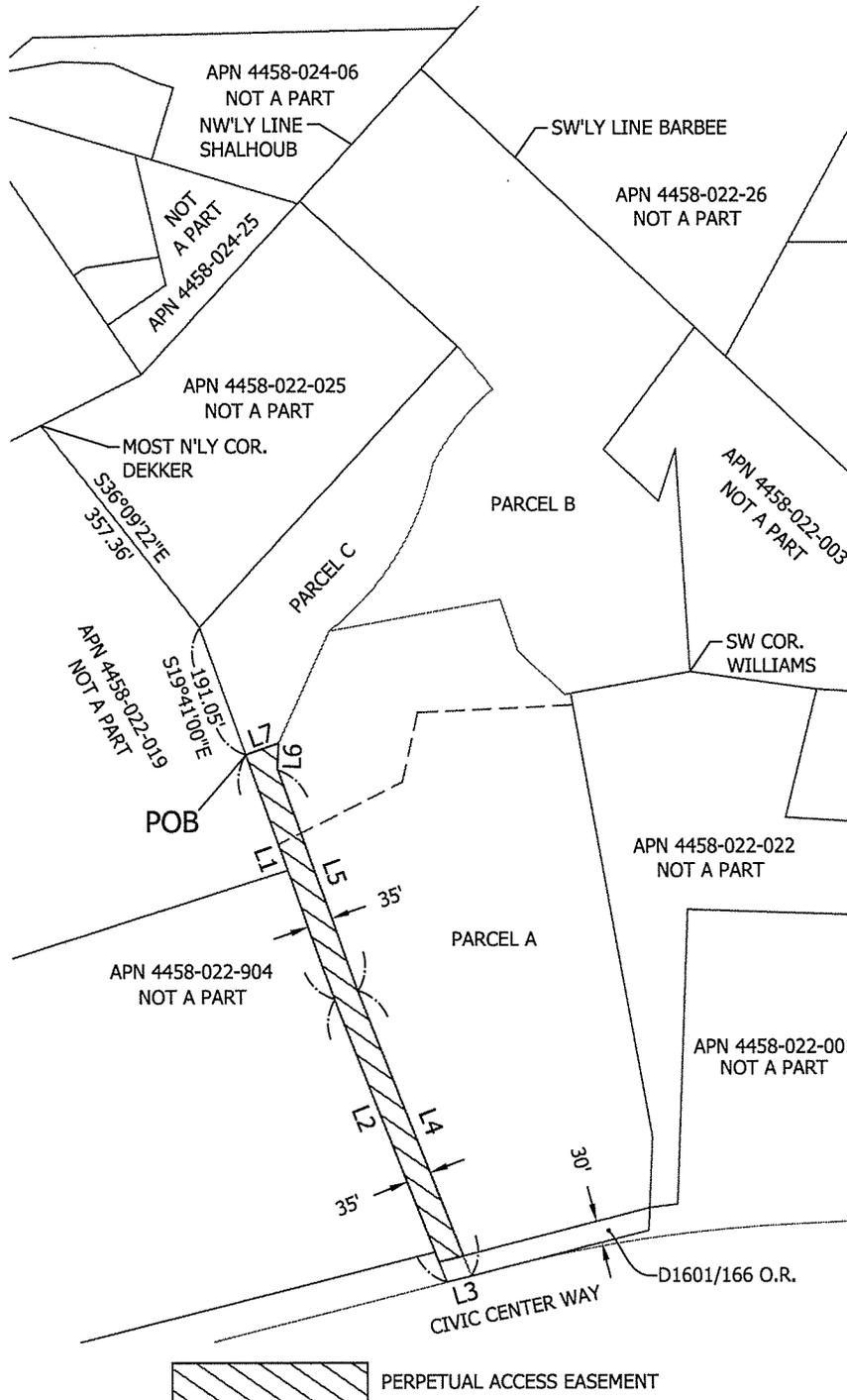
July 18, 2016

Chris Nelson, PLS 6385 Date



EXHIBIT "B-2"

SKETCH OF DESCRIPTION



LINE TABLE		
LINE	LENGTH	BEARING
L1	363.85	S19°41'00"E
L2	425.91	S21°36'25"E
L3	35.29	N75°41'35"E
L4	429.81	N21°36'25"W
L5	330.00	N19°41'00"W
L6	36.08	N02°41'21"E
L7	48.74'	S70°19'00"W

NOTE:

THE PARCEL SHOWN HEREON IS DESCRIBED ON THE ATTACHED EXHIBIT "B-1" AND BY REFERENCE IS MADE A PART THEREOF.

LEGEND

- EXISTING LOT LINE
- NEW LOT LINE
- - - - - LOT LINE TO BE REMOVED
- POB POINT OF BEGINNING

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CHRIS NELSON P.L.S. 6385

SCALE: 1" = 250'

DRAWN BY: TWL/TMH

CHECKED BY: CN

SHEET No. 1 OF 1

DRAWING NUMBER 14-3206

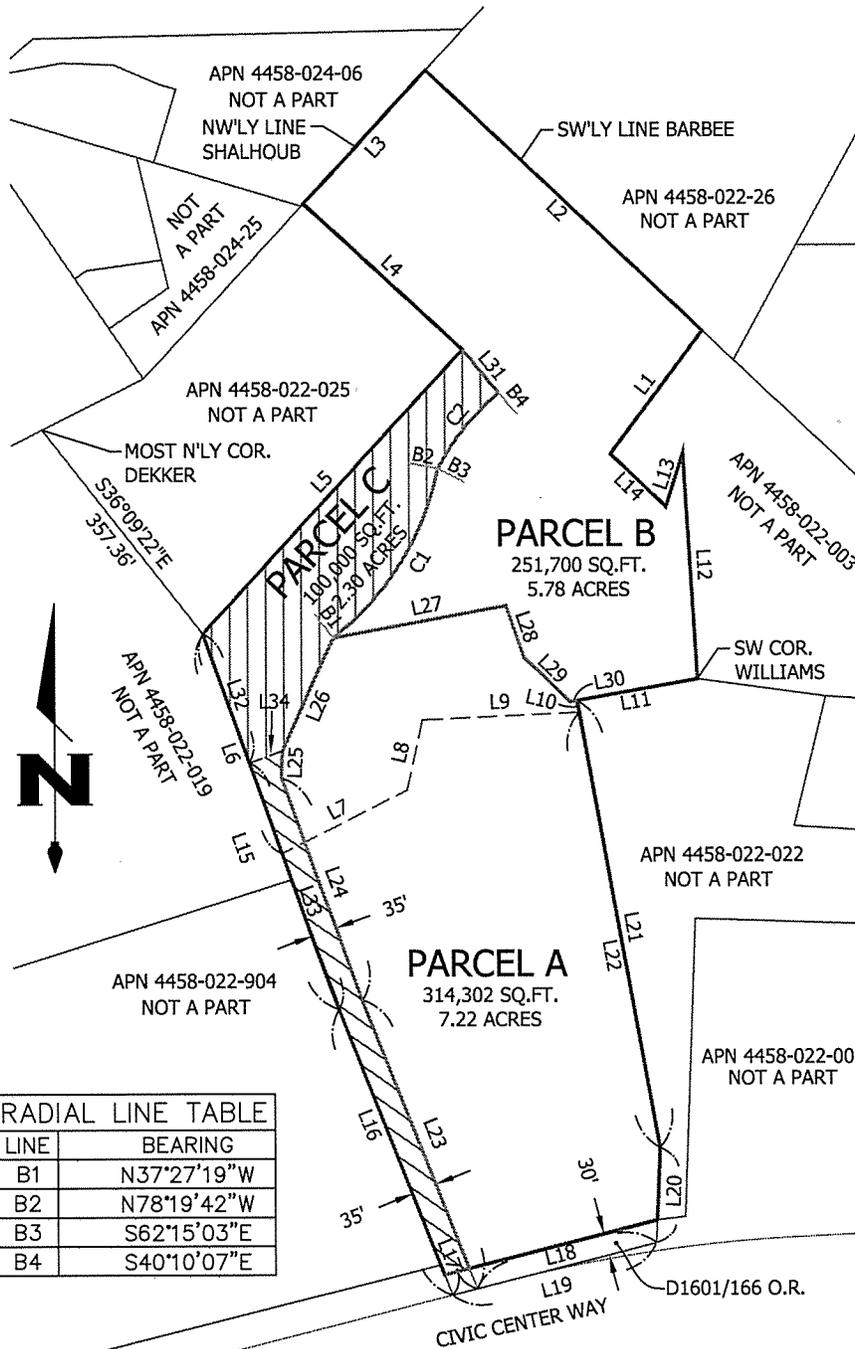
DATE: JULY 18, 2016

EXHIBIT C

Parcel Map

EXHIBIT "C"

MAP OF PARCELS



LINE TABLE		
LINE	LENGTH	BEARING
L1	214.36	N36°50'43"E
L2	528.03	N46°40'53"W
L3	252.04	S42°36'00"W
L4	300.00	S47°24'00"E
L5	535.43	S42°39'46"W
L6	325.00	S19°41'00"E
L7	195.00	N63°14'00"E
L8	100.00	N12°30'00"E
L9	218.37	N87°12'36"E
L10	16.61	N10°15'10"W
L11	170.92	N79°44'50"E
L12	313.57	N03°31'20"W
L13	77.85	S17°54'55"W
L14	106.00	N46°40'53"W
L15	555.00	S19°41'00"E
L16	425.91	S21°36'25"E
L17	35.29	N75°41'35"E
L18	256.96	N75°41'35"E
L19	292.25	N75°41'35"E
L20	131.25	N02°32'55"E
L21	631.61	N10°15'10"W
L22	615.00	N10°15'10"W
L23	429.81	N21°36'25"W
L24	330.00	N19°41'00"W
L25	36.08	N02°41'21"E
L26	172.87	N24°12'24"E
L27	244.64	N79°33'58"E
L28	76.68	S18°55'27"E
L29	89.20	S46°42'58"E
L30	9.00	N79°44'50"E
L31	78.04	N39°41'39"W
L32	191.05	S19°41'00"E
L33	213.36	S19°41'00"E
L34	48.74	S70°19'00"W

CURVE TABLE			
CURVE	DELTA	LENGTH	RADIUS
C1	40°52'23"	282.49	396.00
C2	22°04'56"	135.86	352.51

RADIAL LINE TABLE	
LINE	BEARING
B1	N37°27'19"W
B2	N78°19'42"W
B3	S62°15'03"E
B4	S40°10'07"E

LEGEND

- EXISTING LOT LINE
- NEW LOT LINE
- LOT LINE TO BE REMOVED

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CHRIS NELSON P.L.S. 6385

SCALE: 1" = 250'

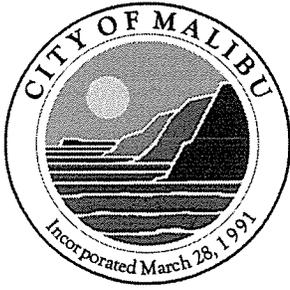
DRAWN BY: TWL/TMH

CHECKED BY: CN

SHEET No. 1 OF 1

DRAWING NUMBER 14-3206

DATE: JULY 18, 2016



Council Agenda Report

To: Mayor La Monte and the Honorable Members of the City Council

Prepared by: Adrian Fernandez, Senior Planner

Reviewed by: Bonnie Blue, Planning Director

Approved by: Reva Feldman, City Manager 

Date prepared: August 25, 2016 Meeting date: September 12, 2016

Subject: Local Coastal Program Amendment Nos. 09-006 and 10-003 – Correction of Placement of the Parkland and Trails Dedication Incentive Program Map within the Local Coastal Program

RECOMMENDED ACTION:

- 1) Adopt Resolution No. 16-40 (Attachment 1) approving a correction to Local Coastal Program Amendment (LCPA) No. 10-003 amending the Land Use Plan (LUP) to incorporate the Parkland and Trails Dedication Incentive Program Map to incorporate the California Coastal Commission's suggested modifications and determining the LCPA is statutorily exempt from the California Environmental Quality Act;
- 2) After the City Attorney reads the title, introduce on first reading Ordinance No. 410 (Attachment 2), approving a correction to LCPA No. 09-006 amending Local Implementation Plan (LIP) to remove the Parkland and Trails Dedication Incentive Program Map to incorporate the California Coastal Commission's suggested modifications; and
- 3) Direct staff to schedule second reading and adoption of Ordinance No. 410 for the September 26, 2016 Regular City Council meeting.

FISCAL IMPACT: None.

DISCUSSION: The purpose of this item is to correct a technical error of a previously approved City Council action, specifically changing the placement of the proposed

Parkland and Trails Decision Incentive Program map within the Local Coastal Program – from the Local Implementation Plan to the Land Use Plan. This item does not contain any substantive changes to the previously approved resolution and ordinance.

On May 9, 2016, the City Council adopted Resolution No. 16-18 and Ordinance 405, which approved Local Coastal Program Amendment (LCPA) Nos. 09-006 and 10-003 to establish a trails dedication incentive program and a new Parkland and Trails Dedication Incentive Program Map, and revisions to the existing Park Lands Map and General Plan Open Space and Recreational Element Figure OS-2 (Malibu / Santa Monica Mountains Area Plan Trail System). These amendments were meant to incorporate all of the California Coastal Commission (CCC) suggested modifications. Upon review of the adopted documents, CCC staff identified an error in the addition of the Parkland and Trails Dedication Incentive Program Map in the LIP rather than in the LUP and requested that it be corrected. The full text of the modifications can be found in the CCC’s Resolution of Certification of LCP Amendment No. MAL-MAJ-2-11-B (Attachment 3).

The action before the Council amends Section 3B of Ordinance No. 405 and places the Parkland and Trails Dedication Incentive Program Map in the LUP (Resolution No. 16-40).

Excerpt from Ordinance No. 405 Section 3B

- B. Amend Appendix 2 (MAPS) of the LIP to include the “Parkland and Trails Dedication Incentive Program Map” included as Exhibit A to this ordinance.

Excerpt from Resolution No. 16-40 Section 3A

- A. Amend the Table of Contents “Appendix 2- MAPS” of the LUP to include the “Parkland and Trails Dedication Incentive Program Map” included as Exhibit A to this resolution.

The City has six months from the CCC approval to accept the suggested modifications. As a stop gap measure, in June 2016, staff filed a request for an additional six months, which has since been granted by the CCC. The City now has until December 10, 2016, to consider and accept the suggested modifications. The City may use this time to correct this error.

PUBLIC NOTICE: On August 18, 2016, a Notice of City Council Public Hearing to be held on September 12, 2016, was published in a newspaper of general circulation within the City and was mailed to all interested parties and the CCC (Attachment 4).

CONCLUSION: At this time, the City Council has three options:

1. If the Council adopts Resolution No. 16-40 and Ordinance No. 410 accepting the corrections to LCPA Nos. 09-006 and 10-003 as conditionally certified by the CCC, it is anticipated that the CCC Executive Director will report the Council's action to the CCC at the next regularly scheduled meeting and certification of the LCPA will be final;
2. If the Council takes no action before December 10, 2016, the certification with suggested modifications shall expire and the LCP and General Plan will not be amended; and
3. If the Council chooses to modify, in any respect, what the CCC has conditionally certified, the Council's action would be treated as a resubmittal and the LCP amendment process would resume as a new LCP amendment.

ATTACHMENTS:

1. Resolution No. 16-40
2. Ordinance No. 410
3. CCC letter and suggested modifications dated December 30, 2015
4. Notice of Public Hearing

May 9, 2016 City Council Agenda Report Item No. 4.B. can be found at <http://www.malibucity.org/AgendaCenter/ViewFile/Item/2181?fileID=2585>

The CCC Staff Report for the December 10, 2015, meeting can be found at: <http://documents.coastal.ca.gov/reports/2015/12/th16b-12-2015.pdf>

RESOLUTION NO. 16-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MALIBU APPROVING A CORRECTION TO LOCAL COASTAL PROGRAM AMENDMENT (LCPA) NO. 10-003 AMENDING THE LAND USE PLAN TO INCORPORATE THE PARKLAND AND TRAILS DEDICATION INCENTIVE PROGRAM MAP TO INCORPORATE THE CALIFORNIA COASTAL COMMISSION'S SUGGESTED MODIFICATIONS AND DETERMINING THE LCPA IS STATUTORILY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

The City Council of the City of Malibu does hereby find, order and resolve as follows:

SECTION 1. Recitals.

A. On May 9, 2016, the City Council adopted Resolution No. 16-18 approving Local Coastal Program Amendment (LCPA) No. 10-003 amending the Land Use Plan (LUP) Park Lands Map and corollary LUP policies; approving General Plan Amendment (GPA) No. 10-003 amending the General Plan Open Space and Recreational Element Figure OS-2 (Malibu / Santa Monica Mountains Area Plan Trail System); determining the Local Coastal Program (LCP) and General Plan amendments are categorically exempt from the California Environmental Quality Act (CEQA); and repealing Resolution No. 11-15.

B. On May 25, 2016, the City Council adopted Ordinance No. 405 approving LCPA No. 09-006 amending the Local Implementation Plan (LIP) to establish a trails dedication incentive program and the Parkland and Trails Dedication Incentive Program Map; and repealing Ordinance No. 358.

C. On June 7, 2016, California Coastal Commission (CCC) staff notified City staff that the Parkland and Trails Dedication Incentive Program Map had been inadvertently added to the LIP rather than into the LUP and requested that it be corrected.

D. On August 18, 2016, a Notice of City Council Public Hearing to be held on September 12, 2016, was published in a newspaper of general circulation within the City and was mailed to all interested parties and the CCC.

SECTION 2. Environmental Review.

In accordance with CEQA, Public Resources Code Section 21080.9, CEQA does not apply to activities and approvals by the City as necessary for the preparation and adoption of an LCP amendment. This application is for amendments to the LCP, which must be certified by the CCC before it takes effect.

SECTION 3. Local Coastal Program Amendments.

The proposed correction to LCPA No. 10-003 includes adding the Parkland and Trails Dedication Incentive Program Map into the LUP. The related correction to LCPA No. 09-006 to remove the Parkland and Trails Dedication Incentive Program Map from the LIP is included in

Ordinance No. 410. Consistent with the CCC's December 10, 2015, conditional certification of MAL-MAJ-2-11-B and in addition to the amendments previously adopted by Resolution No. 16-18, the City Council hereby amends the LUP as follows:

- A. Amend the Table of Contents "Appendix 2- MAPS" of the LUP to include the "Parkland and Trails Dedication Incentive Program Map" included as Exhibit A to this resolution.

SECTION 4. Local Coastal Program Amendment Findings.

Based on evidence in the whole record, the City Council hereby finds that the proposed amendment meets the requirements of, and is in conformance with the policies and requirements of Chapter 3 of the California Coastal Act.

SECTION 5. Approval of LCPA No. 10-003.

Based on the evidence in the record, the City Council hereby approves the proposed correction to LCPA No. 10-003 amending the LUP to incorporate the Parkland and Trails Dedication Incentive Program Map.

A. Pursuant to the CCC's Administrative Regulations Section 13544.5, the LCPA certification shall not be deemed final and effective until all of the following occur: 1) the City Council: a) acknowledges receipt of the CCC's Resolution of Certification, including any terms and modifications suggested for final certification; b) accepts and agrees to any such terms and modifications and takes whatever formal action is required to satisfy the terms and modifications; and c) agrees to issue coastal development permits for the total area included in the certified LCP; 2) the Executive Director of the CCC determines in writing that the City's action is legally adequate to satisfy any specific requirements set forth in the CCC's certification order and the Director reports the determination to the CCC at its next regularly scheduled meeting; 3) if the Director finds that the City's action does not conform to the CCC's order, the CCC shall review the City action as if it were a resubmittal; and 4) notice of the certification shall be filed with the Secretary of the Resources Agency for posting and inspection.

B. The City Council acknowledges receipt of the CCC's modifications to LCPA No. 10-003. The City Council further accepts and agrees to the proposed correction to LCPA No. 10-003 amending the LUP to incorporate the Parkland and Trails Dedication Incentive Program Map consistent with the modifications suggested by the CCC.

C. The City of Malibu agrees to issue coastal development permits for the total area included in the certified LCP. The proposed amendments to the LUP meet the requirements of, and are in conformance with the policies and requirements of Chapter 3 of the California Coastal Act to the extent necessary to achieve the basic State goals specified in Public Resources Code Section 30001.

Resolution No. 16-40

Page 3 of 7

SECTION 6. Submittal to California Coastal Commission.

The City Council hereby directs staff to submit a copy of this resolution to the CCC per Title 14, California Code of Regulations Section 134544.5(a).

SECTION 7. Severability.

If any section, subsection, sentence, clause, portion, or phrase of this resolution is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining sections, subsections, sentences, clauses, portions, or phrases of this resolution. The City Council hereby declares that it would have passed this resolution and each and every section, subsection, sentence, clause, portion, or phrase without regard to whether any other section, subsection, sentence, clause, portion, or phrase of this resolution would be subsequently declared invalid or unconstitutional.

SECTION 8. Effectiveness.

The LCPA approved in this resolution shall become effective only upon certification by the CCC of this amendment to the LCP.

SECTION 9. The City Clerk shall certify the adoption of this resolution and enter it into the book of original resolutions.

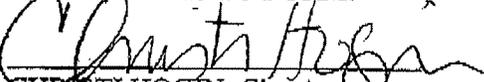
PASSED, APPROVED AND ADOPTED this 12th day of September 2016.

LOU LA MONTE, Mayor

ATTEST:

HEATHER GLASER, Acting City Clerk
(seal)

APPROVED AS TO FORM:



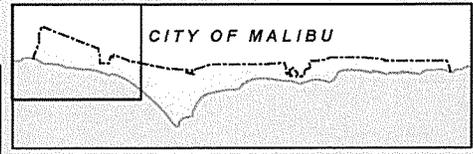
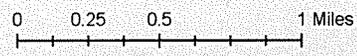
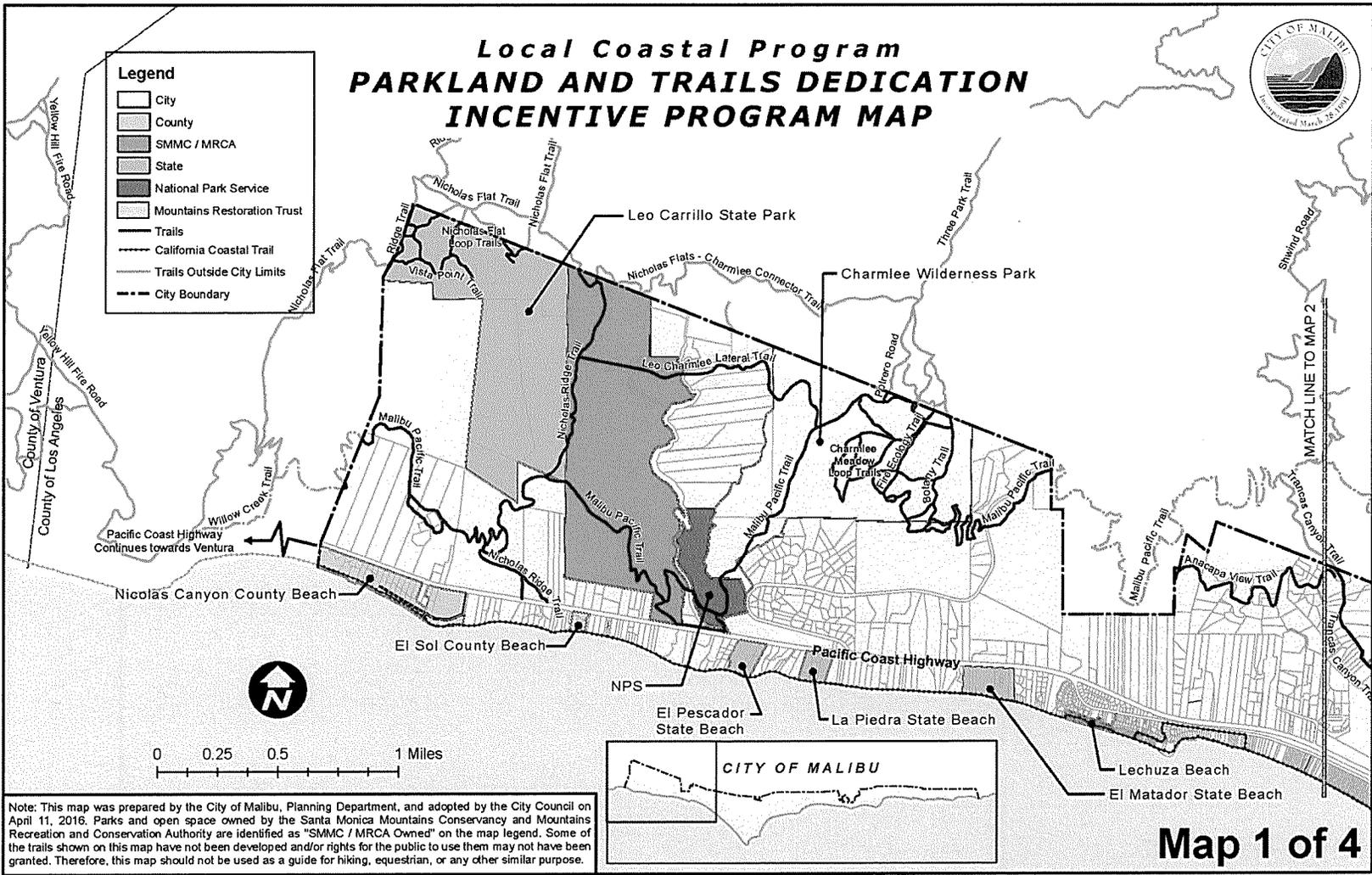
CHRISTI HOGIN, City Attorney

Local Coastal Program PARKLAND AND TRAILS DEDICATION INCENTIVE PROGRAM MAP



Legend

- City
- County
- SMMC / MRCA
- State
- National Park Service
- Mountains Restoration Trust
- Trails
- California Coastal Trail
- Trails Outside City Limits
- City Boundary

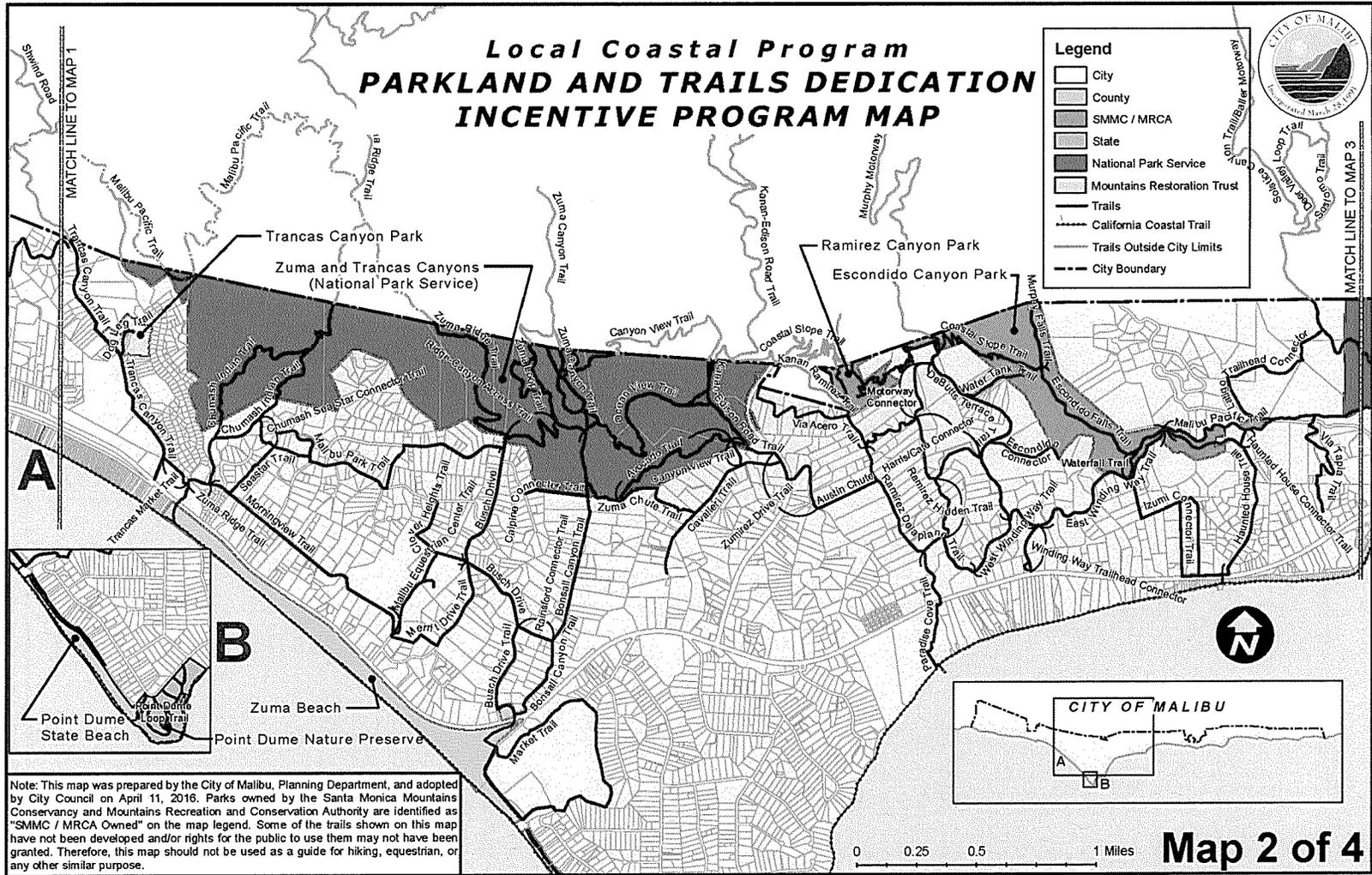


Note: This map was prepared by the City of Malibu, Planning Department, and adopted by the City Council on April 11, 2016. Parks and open space owned by the Santa Monica Mountains Conservancy and Mountains Recreation and Conservation Authority are identified as "SMMC / MRCA Owned" on the map legend. Some of the trails shown on this map have not been developed and/or rights for the public to use them may not have been granted. Therefore, this map should not be used as a guide for hiking, equestrian, or any other similar purpose.

Map 1 of 4

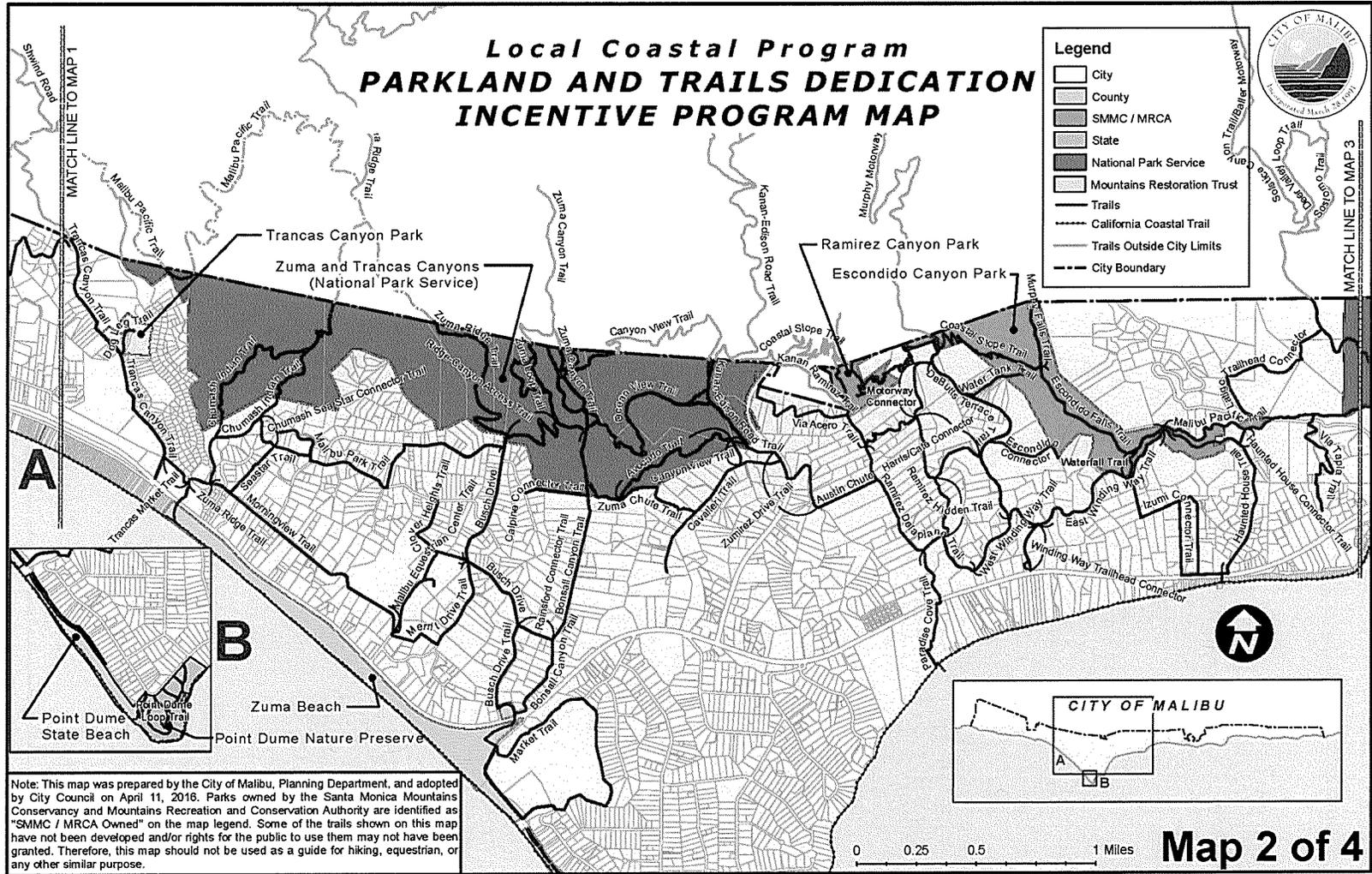
EXHIBIT A

Local Coastal Program PARKLAND AND TRAILS DEDICATION INCENTIVE PROGRAM MAP



Note: This map was prepared by the City of Malibu, Planning Department, and adopted by City Council on April 11, 2016. Parks owned by the Santa Monica Mountains Conservancy and Mountains Recreation and Conservation Authority are identified as "SMMC / MRCA Owned" on the map legend. Some of the trails shown on this map have not been developed and/or rights for the public to use them may not have been granted. Therefore, this map should not be used as a guide for hiking, equestrian, or any other similar purpose.

Local Coastal Program PARKLAND AND TRAILS DEDICATION INCENTIVE PROGRAM MAP



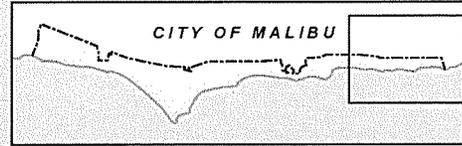
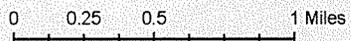
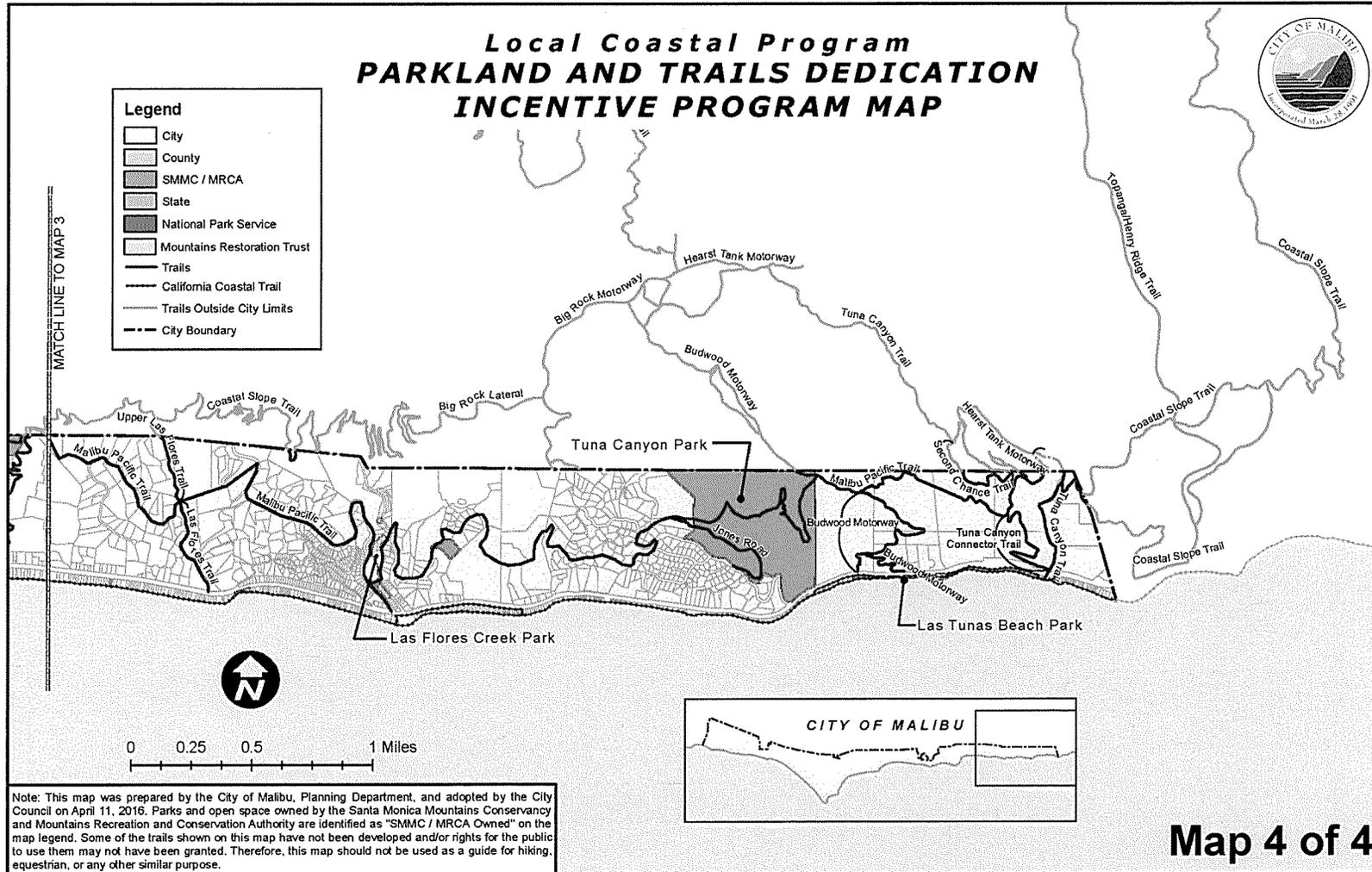
Note: This map was prepared by the City of Malibu, Planning Department, and adopted by City Council on April 11, 2016. Parks owned by the Santa Monica Mountains Conservancy and Mountains Recreation and Conservation Authority are identified as "SMMC / MRCA Owned" on the map legend. Some of the trails shown on this map have not been developed and/or rights for the public to use them may not have been granted. Therefore, this map should not be used as a guide for hiking, equestrian, or any other similar purpose.

Local Coastal Program PARKLAND AND TRAILS DEDICATION INCENTIVE PROGRAM MAP



Legend

- City
- County
- SMMC / MRCA
- State
- National Park Service
- Mountains Restoration Trust
- Trails
- California Coastal Trail
- Trails Outside City Limits
- City Boundary



Note: This map was prepared by the City of Malibu, Planning Department, and adopted by the City Council on April 11, 2016. Parks and open space owned by the Santa Monica Mountains Conservancy and Mountains Recreation and Conservation Authority are identified as "SMMC / MRCA Owned" on the map legend. Some of the trails shown on this map have not been developed and/or rights for the public to use them may not have been granted. Therefore, this map should not be used as a guide for hiking, equestrian, or any other similar purpose.

Map 4 of 4

ORDINANCE NO. 410

AN ORDINANCE OF THE CITY OF MALIBU APPROVING A CORRECTION TO LOCAL COASTAL PROGRAM AMENDMENT NO. 09-006 AMENDING THE LOCAL IMPLEMENTATION PLAN TO REMOVE THE PARKLAND AND TRAILS DEDICATION INCENTIVE PROGRAM MAP TO INCORPORATE THE CALIFORNIA COASTAL COMMISSION'S SUGGESTED MODIFICATIONS

The City Council of the City of Malibu does hereby ordain as follows:

SECTION 1. Recitals.

A. On May 9, 2016, the City Council adopted Resolution No. 16-18 approving Local Coastal Program Amendment (LCPA) No. 10-003 amending the Land Use Plan (LUP) Park Lands Map and corollary LUP policies; approving General Plan Amendment (GPA) No. 10-003 amending the General Plan Open Space and Recreational Element Figure OS-2 (Malibu / Santa Monica Mountains Area Plan Trail System); determining the Local Coastal Program (LCP) and General Plan amendments are categorically exempt from the California Environmental Quality Act (CEQA); and repealing Resolution No. 11-15.

B. On May 25, 2016, the City Council adopted Ordinance No. 405 approving LCPA No. 09-006 amending the Local Implementation Plan (LIP) to establish a trails dedication incentive program and the Parkland and Trails Dedication Incentive Program Map; and repealing Ordinance No. 358.

C. On June 7, 2016, California Coastal Commission (CCC) staff notified City staff that the Parkland and Trails Dedication Incentive Program Map had been inadvertently added to the LIP rather than into the LUP and requested that it be corrected.

D. On August 18, 2016, a Notice of City Council Public Hearing to be held on September 12, 2016, was published in a newspaper of general circulation within the City and was mailed to all interested parties and the CCC.

SECTION 2. Environmental Review.

In accordance with CEQA, Public Resources Code Section 21080.9, CEQA does not apply to activities and approvals by the City as necessary for the preparation and adoption of an LCP amendment. This application is for amendments to the LCP, which must be certified by the CCC before it takes effect.

SECTION 3. Local Coastal Program Amendments.

The proposed correction to LCPA No. 09-006 includes removing the Parkland and Trails Dedication Incentive Program Map from the LIP. The related correction to LCPA No. 10-003 to incorporate the Parkland and Trails Dedication Incentive Program Map into the LUP is included

in Resolution No. 16-40. Consistent with the CCC's December 10, 2015, conditional certification of MAL-MAJ-2-11-B and in addition to the amendments previously adopted by Ordinance No. 405, the City Council hereby amends the LIP as follows:

A. Amend Appendix 2 (MAPS) of the LIP to remove the Parkland and Trails Dedication Incentive Program Map, included as Exhibit A in Ordinance No. 405.

SECTION 4. Local Coastal Program Amendment Findings.

Based on evidence in the whole record, the City Council hereby finds that the proposed amendments meet the requirements of, and are in conformance with the policies and requirements of Chapter 3 of the California Coastal Act.

SECTION 5. Adoption of LCPA No. 09-006.

Based on the evidence in the record, the City Council hereby approves the proposed correction to LCPA No. 09-006 amending the LIP to remove the Parkland and Trails Dedication Incentive Program Map.

A. Pursuant to the CCC's Administrative Regulations Section 13544.5, the LCPA certification shall not be deemed final and effective until all of the following occur: 1) the City Council: a) acknowledges receipt of the CCC's Resolution of Certification, including any terms or modifications suggested for final certification; b) accepts and agrees to any such terms and modifications and takes whatever formal action is required to satisfy the terms and modifications; and c) agrees to issue coastal development permits for the total area included in the certified LCP; 2) the Executive Director of the CCC determines in writing that the City's action is legally adequate to satisfy any specific requirements set forth in the CCC's certification order and the Director reports the determination to the CCC at its next regularly scheduled meeting; 3) if the Director finds that the City's action does not conform to the CCC's order, the CCC shall review the City action as if it were a resubmittal; and 4) notice of the certification shall be filed with the Secretary of the Resources Agency for posting and inspection.

B. The City Council acknowledges receipt of the CCC's modifications to LCPA No. 09-006. The City Council further accepts and agrees to the proposed correction to LCPA No. 09-006 amending the LIP to remove the Parkland and Trails Dedication Incentive Program Map consistent with the modifications suggested by the CCC.

C. The City of Malibu agrees to issue coastal development permits for the total area included in the certified LCP. The proposed amendments to the LIP meet the requirements of, and are in conformance with the policies and requirements of Chapter 3 of the California Coastal Act to the extent necessary to achieve the basic State goals specified in Public Resources Code Section 30001.

SECTION 6. Submittal to California Coastal Commission.

The City Council hereby directs staff to submit a copy of this ordinance to the CCC per Title 14, California Code of Regulations Section 13544.5(a).

SECTION 7. Severability.

If any section, subsection, sentence, clause, portion, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining sections, subsections, sentences, clauses, portions, or phrases of this ordinance. The City Council hereby declares that it would have passed this ordinance and each and every section, subsection, sentence, clause, portion, or phrase without regard to whether any other section, subsection, sentence, clause, portion, or phrase of this ordinance would be subsequently declared invalid or unconstitutional.

SECTION 8. Effectiveness.

The LCP amendment approved in this ordinance shall become effective only upon certification by the CCC of this amendment to the LCP.

SECTION 9. The City Clerk shall certify to the passage and adoption of this ordinance and enter it into the book of original ordinances.

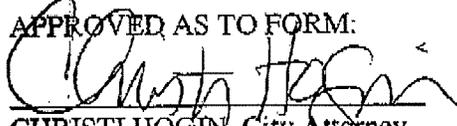
PASSED, APPROVED AND ADOPTED this ____ day of _____ 2016.

LOU LA MONTE, Mayor

ATTEST:

HEATHER GLASER, Acting City Clerk
(seal)

APPROVED AS TO FORM:



CHRISTI HOGIN, City Attorney

Any action challenging the final decision of the City made as a result of the public hearing on this application must be filed within the time limits set forth in Section 1.12.010 of the Malibu Municipal Code and Code of Civil Procedure.

CALIFORNIA COASTAL COMMISSION

SOUTH CENTRAL COAST AREA
89 SOUTH CALIFORNIA ST., SUITE 200
VENTURA, CA 93001
(805) 585-1800



RECEIVED

JAN 08 2016
PLANNING DEPT.

December 30, 2015

Bonnie Blue
Planning Director
City of Malibu
23825 Stuart Ranch Road
Malibu, CA 90265

RE: *City of Malibu Local Coastal Program Amendment No. MAL-MAJ-2-11-B
(Parkland/Trail Map Update and Trail Incentive Program)*

Dear Ms. Blue:

On December 10, 2015, the Coastal Commission approved LCP Amendment No. MAL-MAJ-2-11-B with suggested modifications. The Commission's resolution of certification is contained in the staff report dated November 24, 2015. The suggested modifications, as approved by the Commission on December 10, 2015, are attached to this correspondence.

Section 13544 of the Commission's Administrative Regulations requires that after certification the Executive Director of the Commission shall transmit copies of the resolution of certification and any suggested modifications and findings to the governing authority, and any interested persons or agencies. Further, the certification shall not be deemed final and effective until all of the following occur:

- (a) The local government with jurisdiction over the area governed by the Local Coastal Program, by action of its governing body: (1) acknowledges receipt of the Commission's resolution of certification, including any terms or modifications suggested for final certification; (2) accepts and agrees to any such terms and modifications and takes whatever formal action is required to satisfy the terms and modifications; and (3) agrees to issue coastal development permits for the total area included in the certified Local Coastal Program. Unless the local government takes the action described above the Commission's certification with suggested modifications *shall expire six months* from the date of the Commission's action.
- (b) The Executive Director of the Commission determines in writing that the local government's action and the notification procedures for appealable development required pursuant to Article 17, Section 2 are legally adequate to satisfy any specific requirements set forth in the Commission's certification order.
- (c) The Executive Director reports the determination to the Commission at its next regularly scheduled public meeting and the Commission does not object to the Executive Director's determination. If a majority of the Commissioners present

object to the Executive Director's determination and find that the local government action does not conform to the provisions of the Commission's action to certify the Local Coastal Program Amendment, the Commission shall review the local government's action and notification procedures pursuant to Articles 9-12 as if it were a resubmittal.

- (d) Notice of the certification of the Local Coastal Program Amendment shall be filed with the Secretary of Resources Agency for posting and inspection as provided in Public Resources Code Section 21080.5(d)(2)(v).

Should you have any questions regarding this matter, please contact Denise Venegas in our Ventura office. The Commission and staff greatly appreciate the City's cooperation and assistance in this matter.

Authorized on behalf of the California Coastal Commission by:

Charles Lester
Executive Director

By: Denise Venegas
Coastal Program Analyst

Enclosure: Suggested Modifications LCP Amendment No. MAL-MAJ-2-11-B

**FINAL APPROVED SUGGESTED MODIFICATIONS TO LCP
AMENDMENT NO. MAL-MAJ-2-11-B**

LCP Amendment No. MAL-MAJ-2-11-B was approved with eight (8) suggested modifications by the Coastal Commission on December 10, 2015. Following are the modifications suggested by the Commission to the City of Malibu for incorporation into the LCP Amendment. The existing language of the certified LCP is shown in straight type. The existing language in the certified Local Coastal Program is shown in straight type. Language proposed by the City of Malibu in this amendment to be inserted is shown underlined and language proposed to be deleted is shown in ~~strikethrough~~. Language proposed by Commission staff to be inserted is shown in double underline and language proposed to be deleted is shown in ~~double strikethrough~~. Language proposed to be deleted by City, but required to be retained by Commission is shown in ~~strikethrough~~ with double underline. Other suggested modifications that do not directly change LCP text (e.g., revisions to maps, figures, instructions) are shown in *italics*.

SUGGESTED MODIFICATION NO. 1

Land Use Plan Policy 2.14:

Incentives Program

- A. An incentives program that will encourage landowners to make lands available for public access and recreation uses should be developed.

- B. Incentives may be provided for applicants to voluntarily dedicate, or offer to dedicate, public trail easements along trails shown on the Parkland and Trails Dedication Incentive Program Map or along other trails that the City determines provide connectivity to the trail network. Where incentives would allow for modification of development standards, they may be approved only when the associated development is consistent with all other applicable provisions of the LCP.

...

Land Use Plan Policy 2.45:

An extensive public trail system has been developed across the Santa Monica Mountains that provides public coastal access and recreation opportunities. This system includes trails located within state and national parklands as well as those which cross private property in the City and County. The City's existing and proposed trails are shown on the LUP ~~Park Lands Parkland and Trails System~~ Map. A safe trail system shall be provided throughout the mountains and along the shoreline that achieves the following:

- a) Connects parks and major recreational facilities;
- b) Links with trail systems of adjacent jurisdictions;
- c) Provides recreational corridors between the mountains and the coast;

or adjacent to Environmentally Sensitive Habitat Areas are designed to protect fish and wildlife resources;

- e) Provides connections with populated areas;
- f) Includes trails designed to accommodate multiple use (hiking, biking and equestrian) where multiple use can be provided safely for all users and where impacts to coastal resources are minimized;
- g) Reserves certain trails for hiking only;
- h) Facilitates linkages to community trail systems;
- i) Provides diverse recreational and aesthetic experiences;
- j) Prohibits public use of motorized vehicles on any trail;
- k) Provides public parking at trail head areas;
- l) Ensures that trails are used for their intended purpose and that trail use does not violate private property rights.

...

Land Use Plan Policy 2.49:

A trail offer of dedication shall be required in new development where the property contains a LCP mapped trail alignment shown on the LUP Park Lands Map or where there is substantial evidence that prescriptive rights exist. An existing trail which has historically been used by the public may be relocated as long as the new trail alignment offers equivalent public use. Both new development and the trail alignment shall be sited and designed to provide a maximum privacy for residents and maximum safety for trail users.

SUGGESTED MODIFICATION NO. 2

- a) *The title of the proposed Parkland and Trails System Map (Exhibit 5) shall be revised from "Parkland and Trails System Map" to "Parkland and Trails Dedication Incentive Program Map" and shall be incorporated into the Table of Contents under "List of Maps" and all references to the "Parkland and Trails System Map" shall be modified accordingly.*
- b) *The existing, certified Land Use Plan "Park Lands Map" (Exhibit 6) shall be retained and modified as follows:*
 - 1. *Update the planned trail alignments for trails shown on the Park Lands Map consistent with the minor realignments shown for those planned trail alignments on the new proposed map, which, pursuant to point (a), will now be known as the "Parkland and Trails Dedication Incentive Program Map" (Exhibit 5).*
 - 2. *Add the California Coastal Trail consistent with the California Coastal Trail alignment as shown on the new proposed map, "Parkland and Trails Dedication Incentive Program Map," and as modified pursuant to LUP Suggested Modification No. 3 (d) below.*
 - 3. *Update the mapping of parkland parcels consistent with the mapped parkland parcels as shown on the new proposed map, "Parkland and Trails Dedication Incentive Program Map," and as modified pursuant to LUP Suggested Modification No. 4 below.*

4. *Update the legend consistent with the legend shown on the new proposed map, "Parkland and Trails Dedication Incentive Program Map," and as modified pursuant to LUP Suggested Modification No. 3 (a) below.*

SUGGESTED MODIFICATION NO. 3

The new proposed map, which, pursuant to point (a) of Suggested Modification No. 2, will now be known as the "Parkland and Trails Dedication Incentive Program Map" (Exhibit 5) shall be modified as follows:

- a) *The Parkland and Trails Dedication Incentive Program Map Legend on each proposed map sheet shall be modified as follows:*
 1. *With the exception of the California Coastal Trail and trails outside city limits, all trails shown on the map (including ones labeled as "Existing Official Trails," "Unofficial/Proposed Trail," and "Malibu Pacific Trail" in the City's proposal) shall be shown as a single category titled "Trails."*
 2. *Add a new park land ownership designation titled "Mountains Restoration Trust" and add a color designation for identification of this parkland.*
- b) *Sweetwater Mesa Trail Lot 1 trail dedication, as generally shown on exhibit 7 of the staff report, shall be added to the map.*
- c) *Modify the trail alignment for the Country Estates Connector trail as shown on exhibit 7 of the staff report.*
- d) *Include seven inland segments of the California Coastal Trail (CCT), in addition to the proposed coastline segments, at the following locations and as generally depicted on exhibit 8 of the staff report.*
 1. *Between the upcoast end of East Sea Level Drive (APN 4470-001-017) to the vertical accessway east of 31346 Broad Beach Road (APN 4470-016-012)*
 2. *Point Dume. Adjust CCT alignment to connect to the existing Point Dume Loop Trail around the southern point of Point Dume and back at the coast using the same Point Dume Loop Trail*
 3. *Inland at 26174 Pacific Coast Highway (APN4459-021-019)*
 4. *Between the vertical accessway west of 24434 Malibu Road (APN 4458-011-033) to the vertical accessway east of 24320 Malibu Road (APN 4458-011-013)*
 5. *Between 21200 Pacific Coast Highway (APN 4451-001-042) to 20802 Pacific Coast Highway (APN 4450-007-027)*
 6. *Between 19768 Pacific Coast Highway (APN 4449-008-012) and back at the coast at a vertical accessway at the Las Tunas Beach Park (APN 4449-006-900)*
 7. *Between the vertical accessway on 19324 Pacific Coast Highway (APN 4449-005-009) to the vertical accessway at 19016 Pacific Coast Highway (APN 4449-003-027)*
- e) *The Parkland and Trails Dedication Incentive Program Map Note text located at the bottom of each map sheet, shall be revised as follows:*

Note: This map was prepared by the City of Malibu, Planning ~~Division~~ Department, and adopted by the City Council on April 25, 2011 [*this date shall be modified to reflect the date of the subsequent action by the City Council to accept these suggested modifications*]. Parks owned by the Santa Monica Mountains Conservancy and Mountains Recreation and Conservation Authority are identified as "SMMC / MRCA Parks" on the map legend. Some of the trails shown on this map have not been developed and/or rights for the public to use them may not have been granted. Therefore, this map should not be used as a guide for hiking, equestrian, or any other similar purpose.

~~Trail alignments shown represent possible routes which are not final, are subject to change, and should not be considered as affecting or encumbering in any way the right, title, and interest of the underlying property owner. Trails and proposed alignments shown in this map shall not be construed as an "LCP mapped trail alignment" for the purposes of LUP Policy 2.49 or LUP Section 12.4 by virtue of their inclusion on this map and this map shall not provide evidence of the existence of any trail or easement or otherwise be used as justification to extract easements or Offers to Dedicate (OTDs).~~

~~Generally, public agencies and private associations will acquire trail rights in one of three ways: (1) through a voluntary offer to dedicate by the property owner; (2) through a purchase of the easement or fee rights; or (3) through a final judgment by a court of competent jurisdiction finding a prescriptive right to pass (e.g., a prescriptive easement).~~

SUGGESTED MODIFICATION NO. 4

Correction of Mapping Errors

- a. *Modify the new proposed map, which pursuant to point (a) of Suggested Modification No. 2, will now be known as the "Parkland and Trails Dedication Incentive Program Map," to delete the areas incorrectly mapped as parkland at the following locations:*
 1. *The parcel of land at 5920 Paseo Canyon Drive (APN 4469-046-007) at the west end of Zuma and Trancas Canyon Park (NPS) and north of the Trancas Canyon Park*
 2. *The parcel of land at APN 4468-015-007 located between Zuma Beach and Westward Beach*
 3. *The easterly one-third of APN 4460-019-028, west of Dan Blocker Beach*
 4. *The parcel of land at APN 4469-001-900, north of Trancas Canyon Park*
 5. *The northerly one-third of APN 4467-003-021 located between Murphy Way and Ramirez Canyon Park*

- b. *Modify the new proposed map, which pursuant to point (a) of Suggested Modification No. 2, will now be known as the "Parkland and Trails Dedication Incentive Program Map," to include the areas incorrectly not mapped as parkland at the following locations:*
 1. *Two Los Angeles County owned parcels (APNs 4460-019-902 & 4460-019-903) on Latigo Shores Drive near its intersection with Pacific Coast Highway*

2. *One Los Angeles County owned parcel (APN 4459-018-901) and one State of California owned parcel (APN 4459-018-902) both located downcoast of Dan Blocker Beach*
3. *The parcel of land owned by Mountains Restoration Trust identified as APN 4452-020-101, west of Sweetwater Canyon Drive*
4. *Two State of California owned parcels (APNs 4451-003-900 & 4451-004-900) located south of the westerly intersection of Rambla Vista and Pacific Coast Highway*
5. *Five Mountains Recreation and Conservation Authority (MRCA) owned parcels (APNs 4449-007-900 through -904) located upcoast of Las Tunas Beach Park*
6. *The parcel of land owned by State of California identified as APN 4473-002-903 located south of Leo Carrillo State Park*
7. *Two Mountains Recreation and Conservation Authority (MRCA) parcels (APNs 4473-004-002 & 4473-004-003) located west of Decker Canyon Road and east of Leo Carrillo State Park*
8. *The parcel of land owned by State of California identified as APN 4459-008-900 located along Pacific Coast Highway and north of Dan Blocker Beach*
9. *The parcel of land owned by Mountains Recreation and Conservation Authority (MRCA) (APN 4458-031-002) located along the City boundary to the north and east, and Corral Canyon Park to the west*
10. *The parcel of land owned by U.S. Government identified as APN 4469-046-901 located north of Trancas Canyon Park*

SUGGESTED MODIFICATION NO. 5

LIP Section 12.6.7 Legal Description of an Accessway: Recordation

- A. An access dedication (offer to dedicate or grant of easement) required pursuant to Section 12.4 of the Malibu LIP or offered by a property owner pursuant to Section 13.30 of the Malibu LIP, or otherwise volunteered, shall be described, in the condition of approval of the permit or other authorization for development in a manner that provides the public, the property owner, and the accepting agency with the maximum amount of certainty as to the location of the accessway. As part of the condition of approval, easements shall be described as follows: (1) for lateral access: along the entire width of the property from the mean high tide line landward to a point fixed at the most seaward extent of development (as applicable): the toe of the bluff, the intersection of sand with toe of revetment, the vertical face of seawall, or other appropriate boundary such as dripline of deck. On beachfront property containing dune ESHA the required easement for lateral public access shall be located along the entire width of the property from the mean high tide line landward to the ambulatory seawardmost limit of dune vegetation; (2) for blufftop access or trail access: extending inland from the bluff edge or along the alignment of a recreational trail; (3) for vertical access: extending from the road to the mean high tide line (or bluff edge).

SUGGESTED MODIFICATION NO. 6

13.30 TRAIL DEDICATION INCENTIVE

...

13.30.1 Applicability

A. When either an offer to dedicate or grant of easement is volunteered by a property owner for a public trail easement on a residentially-zoned property, the approving body may grant a trail dedication incentive subject to the following requirements:

1. A development incentive may be granted for feasible trail alignments identified on the ~~LCP Parkland and Trails System Map~~ Parkland and Trails Dedication Incentive Program Map located on the landward side of the first public road paralleling the sea. The approving body may also grant a development incentive for a trail not ~~an~~ ~~un~~ ~~identified~~ ~~trail~~ on that map if it: 1) provides adequate connectivity in locations determined to link recreational areas to the coast, or provides alternate recreation and access opportunities pursuant to the access and recreation policies of the LCP; 2) can be constructed and used by the public in a feasible manner; and 3) the proposed trail easement area is of a sufficient width for the design of any necessary switchbacks, future trail construction, and maintenance. The proposed trail easement area shall be a minimum of 10 feet in width, unless the approving body finds that it is not feasible to provide a 10 foot wide trail easement area and that the reduced trail easement width will allow for the construction of a safe, useable public trail.
3. The requested development incentive may not: (a) result in an impact to an area defined as an environmentally sensitive habitat area (ESHA); or (b) require the removal of, or encroachment into the root zone of, any protected oak, walnut, sycamore, alder, toyon, or other native tree that are not otherwise protected as ESHA.
4. Applicable public access provisions contained in Chapter 12 of the LIP shall apply, including that prior to the issuance of the coastal development permit associated with the trail dedication incentive, the property owner must execute and record the trail offer to dedicate or direct grant of easement that is in the form and content acceptable to the California Coastal Commission. Direct grant of trail easement shall be preferred when an accepting agency is available and willing at the time of processing.
5. For projects approved after September 13, 2002 ~~whereby~~, involving property on which a property owner voluntarily offered a ~~trail offer~~ to record an irrevocable offer to dedicate a trail easement or to grant of a trail easement as part of a prior coastal development permit and the property owner provides evidence that the trail easement has been granted to, or the offer to dedicate accepted by, a public agency or private association approved by the Coastal Commission, one development incentive may be applied to a future project on the same parcel over which the trail easement was offered or granted, subject to the approval of a new coastal development permit ~~or a development permit under Chapter 17.62 of the Malibu Municipal Code~~, as applicable. In the event a previous offer to dedicate has since expired, a new offer to dedicate or grant of easement shall be required for a development incentive. A trail dedication incentive shall be requested and processed according to the provisions of this section.

B. The approving body may grant one of the following development incentives for a trail dedication incentive. For flag lots, the development incentive shall be reduced by 50 percent for

any offer to dedicate or grant of easement that is 40 feet or less in width ~~along~~ across the narrow staff portion of the flag lots ~~strip~~ where access is taken from.

...

6. Total Development Square Footage

a. Five percent increase in the maximum allowed total development square footage specified in LIP Section 3.6(K), ~~not to exceed a maximum of 11,730 square feet.~~

...

11. Fences and Walls

...

b. Non-view permeable fences or walls exceeding a height of ~~66~~ 42 inches in front yards or six feet in side or rear yards shall only be permitted in areas to provide adequate privacy from public views from the trail. For the purpose of providing privacy to the property owner, the fence or wall location shall be oriented near the trail easement only. The remainder of any proposed fencing or walls on the subject property shall be in compliance with the development standards, including height and materials, specified in LIP Sections 3.5.3(A)(1 through 3).

c. ~~The increased fence or wall height shall not result in an impact to an adjoining neighbor's primary view.~~

...

SUGGESTED MODIFICATION NO. 7

13.30.2 Application Requirements

1. The following information shall be provided for trail dedication incentive applications:
 - a. Trail name as recognized on the LCP Parkland and Trails Dedication Incentive Program Map; unidentified trails shall demonstrate conformance with LIP Section 13.30.1(A)(1);
 - b. Type of public trail easement offered (offer to dedicate, or grant of easement);
 - c. Proposed trail alignment with topography, or boundaries of the proposed trail easement area and/or a floating easement (an offer to dedicate a trail easement recorded over a larger area that would allow for a trail to be designed and constructed within the floating easement area in accordance with an accepting agency's specifications) ~~a floating easement.~~ The alignment must demonstrate feasibility of use and construction. Alignments along a public street right of way or private street easement must demonstrate feasible connectivity with other offers to dedicate, easements, or planned alignments on the same side of the street;

13.30.4 Findings

1. The proposed trail easement is identified on the LCP Parkland and Trails Dedication Incentive Program System Map. Alternatively, an unidentified trail shall demonstrate that it: 1) shall provides adequate connectivity in locations determined to link recreational areas to the coast, or provides alternate recreation and access opportunities pursuant to the access and recreation policies of the LCP; and 2) can be constructed, and used by the public, in a feasible manner.
2. The proposed trail easement is in conformity with the public access and recreation policies of the certified LCP. Alternatives to the proposed trail easement alignment were analyzed and the proposed trail easement is in conformance with the ESHA, native tree, hazards, and scenic/visual resource protection policies of the LCP.
3. The subject site is physically suitable for the proposed trail easement and can be used by the public in a feasible manner. The proposed trail easement area demonstrates feasible connectivity with other offers to dedicate, easements, and/or planned alignments and is of a sufficient size for design of any necessary switchbacks, future trail construction, and major maintenance.
4. The requested development incentive provided is listed in LIP Section 13.30.1(B) and is in conformity with the sensitive resource, hazards, and scenic/visual resource protection policies of the LCP.

SUGGESTED MODIFICATION NO. 8

Add a flag lot diagram to illustrate the standard contained in LIP Section 13.30.1(B) and insert it into the LIP at the end of that provision.

**NOTICE OF PUBLIC HEARING
CITY OF MALIBU
CITY COUNCIL**

The Malibu City Council will hold a public hearing on **Monday, September 12, 2016, at 6:30 p.m. in the Council Chambers, Malibu City Hall**, 23825 Stuart Ranch Road, Malibu, CA, for the project identified below.

Local Coastal Program Amendment Nos. 09-006 and 10-003 – An amendment to correct the previous adoption of the California Coastal Commission’s modifications to remove the approved Parkland and Trails Dedication Incentive Program Map from the Local Coastal Program (LCP) Local Implementation Plan and place it into the LCP Land Use Plan

Location: Citywide
Case Planner: Adrian Fernandez, Senior Planner
(310) 456-2489, Extension 482
afernandez@malibucity.org

Environmental Review: In accordance with the California Environmental Quality Act (CEQA), Public Resources Code Section 21080.9, CEQA does not apply to activities and approvals by the City as necessary for the preparation and adoption of an LCP Amendment. The amendment must be certified by the California Coastal Commission before it takes effect.

A written staff report will be available at or before the hearing for the project. All persons wishing to address the City Council regarding this matter will be afforded an opportunity in accordance with the City Council’s procedures.

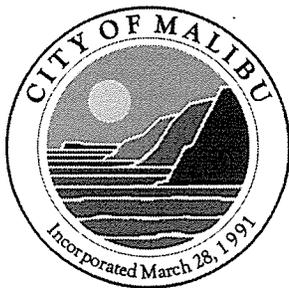
Copies of all related documents are available for review at City Hall during regular business hours and on the City’s website at www.malibucity.org. Written comments may be presented to the City Council at any time prior to the beginning of the public hearing.

IF YOU CHALLENGE THE CITY’S ACTION IN COURT, YOU MAY BE LIMITED TO RAISING ONLY THOSE ISSUES YOU OR SOMEONE ELSE RAISED AT THE PUBLIC HEARING DESCRIBED IN THIS NOTICE, OR IN WRITTEN CORRESPONDENCE DELIVERED TO THE CITY, AT OR PRIOR TO THE PUBLIC HEARING.

If there are any questions regarding this notice, please contact Adrian Fernandez, Senior Planner, at (310) 456-2489, extension 482.

BONNIE BLUE, Planning Director

Publish Date: August 18, 2016



Supplemental Council Agenda Report

City Council Meeting
09-12-16

**Item
4.A.**

To: Mayor La Monte and the Honorable Members of the City Council

Prepared by: Adrian Fernandez, Senior Planner

Reviewed by: Bonnie Blue, Planning Director *BB*

Approved by: Reva Feldman, City Manager *RF*

Date prepared: September 8, 2016 Meeting date: September 12, 2016

Subject: Local Coastal Program Amendment Nos. 09-006 and 10-003 –
Correction of Placement of the Parkland and Trails Dedication
Incentive Program Map within the Local Coastal Program

RECOMMENDED ACTION:

- 1) Adopt Resolution No. 16-40 approving a correction to Local Coastal Program Amendment (LCPA) No. 10-003 amending the Land Use Plan (LUP) to incorporate the Parkland and Trails Dedication Incentive Program Map to incorporate the California Coastal Commission's suggested modifications and determining the LCPA is statutorily exempt from the California Environmental Quality Act;
- 2) After the City Attorney reads the title, introduce on first reading Ordinance No. 410 approving a correction to LCPA No. 09-006 amending Local Implementation Plan (LIP) to remove the Parkland and Trails Dedication Incentive Program Map to incorporate the California Coastal Commission's suggested modifications; and
- 3) Direct staff to schedule second reading and adoption of Ordinance No. 410 for the September 26, 2016 Regular City Council meeting.

DISCUSSION: The agenda report for this item was distributed on September 1, 2016. However, page 3 of 4 of Exhibit A of Resolution No. 16-40 (attached) was inadvertently omitted. The corrected resolution with the complete Parkland and Trails Dedication Incentive Program Map is attached.

Based on questions from the public since the distribution of the agenda report, a few additional clarifications are provided here. As mentioned in the agenda report that was previously distributed, the California Coastal Commission (CCC) identified a technical error in the trails program LCP amendments adopted by City Council on May 9, 2016.

The purpose of the agenda report is to correct the technical error by moving the Parkland and Trails Dedication Incentive Program Map from the LCP Local Implementation Plan to the Land Use Plan. Once this correction is made by City Council, staff will submit the adopted resolution and ordinance to the CCC. The executive director of the CCC will then schedule the item to be reported to the CCC, which will result in certification of the amendments.

As soon as the certification is complete, staff will begin processing a new amendment to remove the Haunted House Trail, the segment of the Delaplane Trail and the Escondido Connector Trail. This new amendment was originally initiated by the Council on May 9, 2016, but cannot be started until the certification of the original amendments is complete. The new amendment would be presented to the Planning Commission and then to the City Council later this year, after which it will be submitted to the CCC for certification.

ATTACHMENT: Resolution No. 16-40

RESOLUTION NO. 16-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MALIBU APPROVING A CORRECTION TO LOCAL COASTAL PROGRAM AMENDMENT (LCPA) NO. 10-003 AMENDING THE LAND USE PLAN TO INCORPORATE THE PARKLAND AND TRAILS DEDICATION INCENTIVE PROGRAM MAP TO INCORPORATE THE CALIFORNIA COASTAL COMMISSION'S SUGGESTED MODIFICATIONS AND DETERMINING THE LCPA IS STATUTORILY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

The City Council of the City of Malibu does hereby find, order and resolve as follows:

SECTION 1. Recitals.

A. On May 9, 2016, the City Council adopted Resolution No. 16-18 approving Local Coastal Program Amendment (LCPA) No. 10-003 amending the Land Use Plan (LUP) Park Lands Map and corollary LUP policies; approving General Plan Amendment (GPA) No. 10-003 amending the General Plan Open Space and Recreational Element Figure OS-2 (Malibu / Santa Monica Mountains Area Plan Trail System); determining the Local Coastal Program (LCP) and General Plan amendments are categorically exempt from the California Environmental Quality Act (CEQA); and repealing Resolution No. 11-15.

B. On May 25, 2016, the City Council adopted Ordinance No. 405 approving LCPA No. 09-006 amending the Local Implementation Plan (LIP) to establish a trails dedication incentive program and the Parkland and Trails Dedication Incentive Program Map; and repealing Ordinance No. 358.

C. On June 7, 2016, California Coastal Commission (CCC) staff notified City staff that the Parkland and Trails Dedication Incentive Program Map had been inadvertently added to the LIP rather than into the LUP and requested that it be corrected.

D. On August 18, 2016, a Notice of City Council Public Hearing to be held on September 12, 2016, was published in a newspaper of general circulation within the City and was mailed to all interested parties and the CCC.

SECTION 2. Environmental Review.

In accordance with CEQA, Public Resources Code Section 21080.9, CEQA does not apply to activities and approvals by the City as necessary for the preparation and adoption of an LCP amendment. This application is for amendments to the LCP, which must be certified by the CCC before it takes effect.

SECTION 3. Local Coastal Program Amendments.

The proposed correction to LCPA No. 10-003 includes adding the Parkland and Trails Dedication Incentive Program Map into the LUP. The related correction to LCPA No. 09-006 to remove the Parkland and Trails Dedication Incentive Program Map from the LIP is included in

Ordinance No. 410. Consistent with the CCC's December 10, 2015, conditional certification of MAL-MAJ-2-11-B and in addition to the amendments previously adopted by Resolution No. 16-18, the City Council hereby amends the LUP as follows:

- A. Amend the Table of Contents "Appendix 2- MAPS" of the LUP to include the "Parkland and Trails Dedication Incentive Program Map" included as Exhibit A to this resolution.

SECTION 4. Local Coastal Program Amendment Findings.

Based on evidence in the whole record, the City Council hereby finds that the proposed amendment meets the requirements of, and is in conformance with the policies and requirements of Chapter 3 of the California Coastal Act.

SECTION 5. Approval of LCPA No. 10-003.

Based on the evidence in the record, the City Council hereby approves the proposed correction to LCPA No. 10-003 amending the LUP to incorporate the Parkland and Trails Dedication Incentive Program Map.

A. Pursuant to the CCC's Administrative Regulations Section 13544.5, the LCPA certification shall not be deemed final and effective until all of the following occur: 1) the City Council: a) acknowledges receipt of the CCC's Resolution of Certification, including any terms and modifications suggested for final certification; b) accepts and agrees to any such terms and modifications and takes whatever formal action is required to satisfy the terms and modifications; and c) agrees to issue coastal development permits for the total area included in the certified LCP; 2) the Executive Director of the CCC determines in writing that the City's action is legally adequate to satisfy any specific requirements set forth in the CCC's certification order and the Director reports the determination to the CCC at its next regularly scheduled meeting; 3) if the Director finds that the City's action does not conform to the CCC's order, the CCC shall review the City action as if it were a resubmittal; and 4) notice of the certification shall be filed with the Secretary of the Resources Agency for posting and inspection.

B. The City Council acknowledges receipt of the CCC's modifications to LCPA No. 10-003. The City Council further accepts and agrees to the proposed correction to LCPA No. 10-003 amending the LUP to incorporate the Parkland and Trails Dedication Incentive Program Map consistent with the modifications suggested by the CCC.

C. The City of Malibu agrees to issue coastal development permits for the total area included in the certified LCP. The proposed amendments to the LUP meet the requirements of, and are in conformance with the policies and requirements of Chapter 3 of the California Coastal Act to the extent necessary to achieve the basic State goals specified in Public Resources Code Section 30001.

SECTION 6. Submittal to California Coastal Commission.

The City Council hereby directs staff to submit a copy of this resolution to the CCC per Title 14, California Code of Regulations Section 134544.5(a).

SECTION 7. Severability.

If any section, subsection, sentence, clause, portion, or phrase of this resolution is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining sections, subsections, sentences, clauses, portions, or phrases of this resolution. The City Council hereby declares that it would have passed this resolution and each and every section, subsection, sentence, clause, portion, or phrase without regard to whether any other section, subsection, sentence, clause, portion, or phrase of this resolution would be subsequently declared invalid or unconstitutional.

SECTION 8. Effectiveness.

The LCPA approved in this resolution shall become effective only upon certification by the CCC of this amendment to the LCP.

SECTION 9. The City Clerk shall certify the adoption of this resolution and enter it into the book of original resolutions.

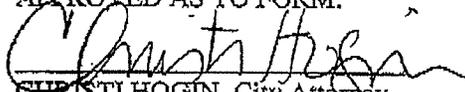
PASSED, APPROVED AND ADOPTED this 12th day of September 2016.

LOU LA MONTE, Mayor

ATTEST:

HEATHER GLASER, Acting City Clerk
(seal)

APPROVED AS TO FORM:

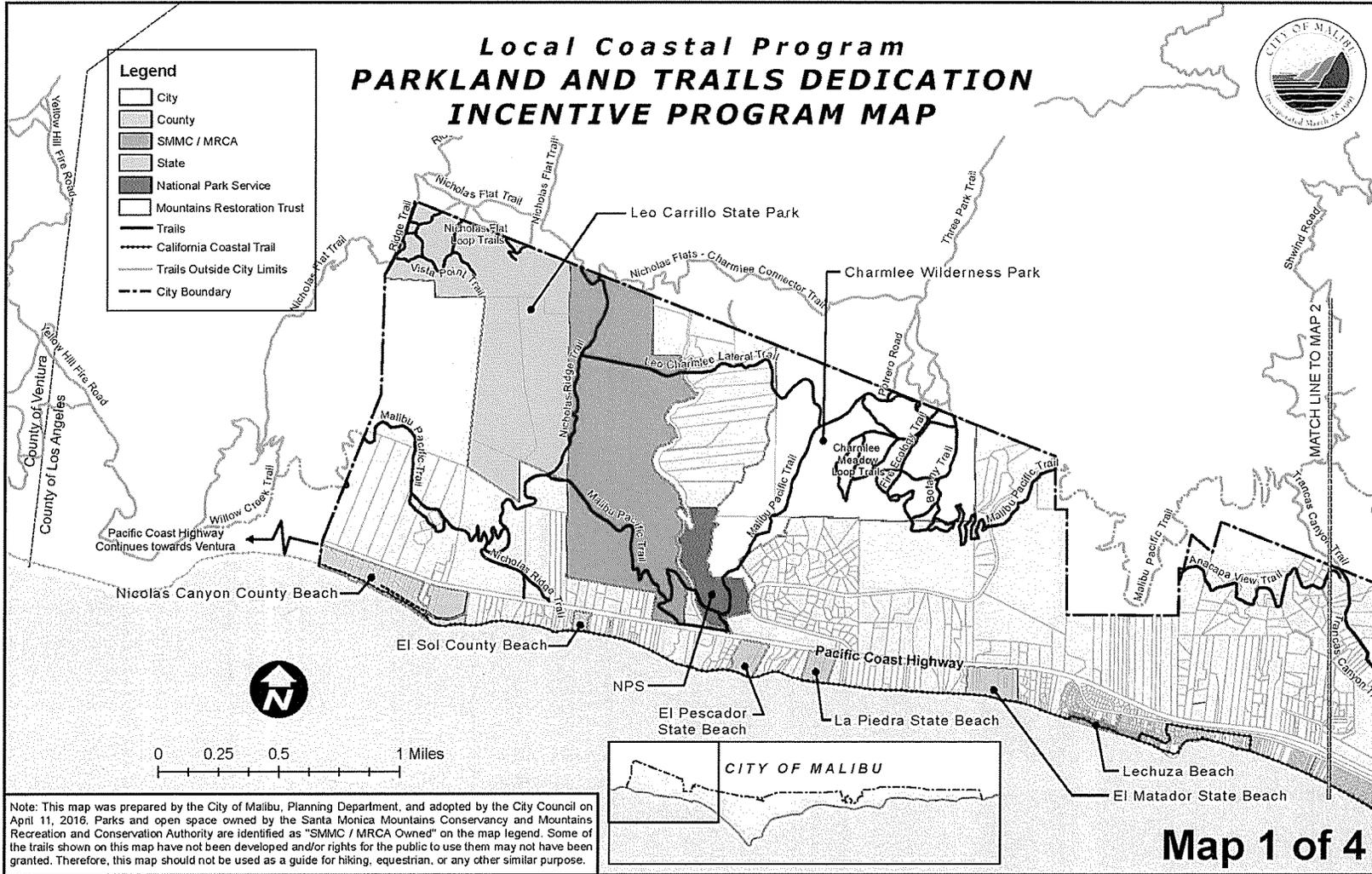

CHRISTI HOGIN, City Attorney

Local Coastal Program PARKLAND AND TRAILS DEDICATION INCENTIVE PROGRAM MAP

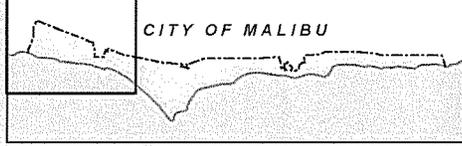


Legend

- City
- County
- SMMC / MRCA
- State
- National Park Service
- Mountains Restoration Trust
- Trails
- California Coastal Trail
- Trails Outside City Limits
- City Boundary



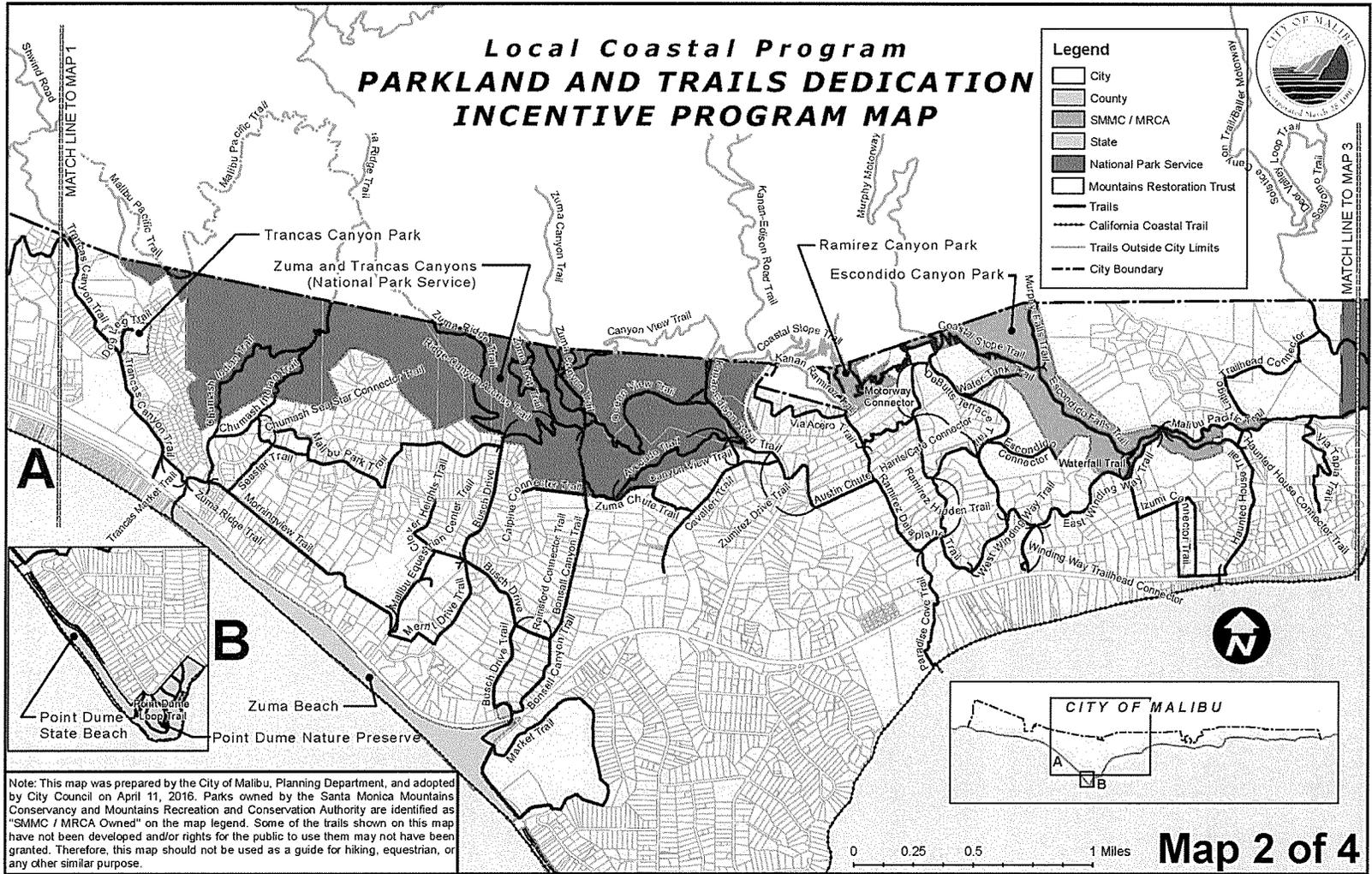
Note: This map was prepared by the City of Malibu, Planning Department, and adopted by the City Council on April 11, 2016. Parks and open space owned by the Santa Monica Mountains Conservancy and Mountains Recreation and Conservation Authority are identified as "SMMC / MRCA Owned" on the map legend. Some of the trails shown on this map have not been developed and/or rights for the public to use them may not have been granted. Therefore, this map should not be used as a guide for hiking, equestrian, or any other similar purpose.



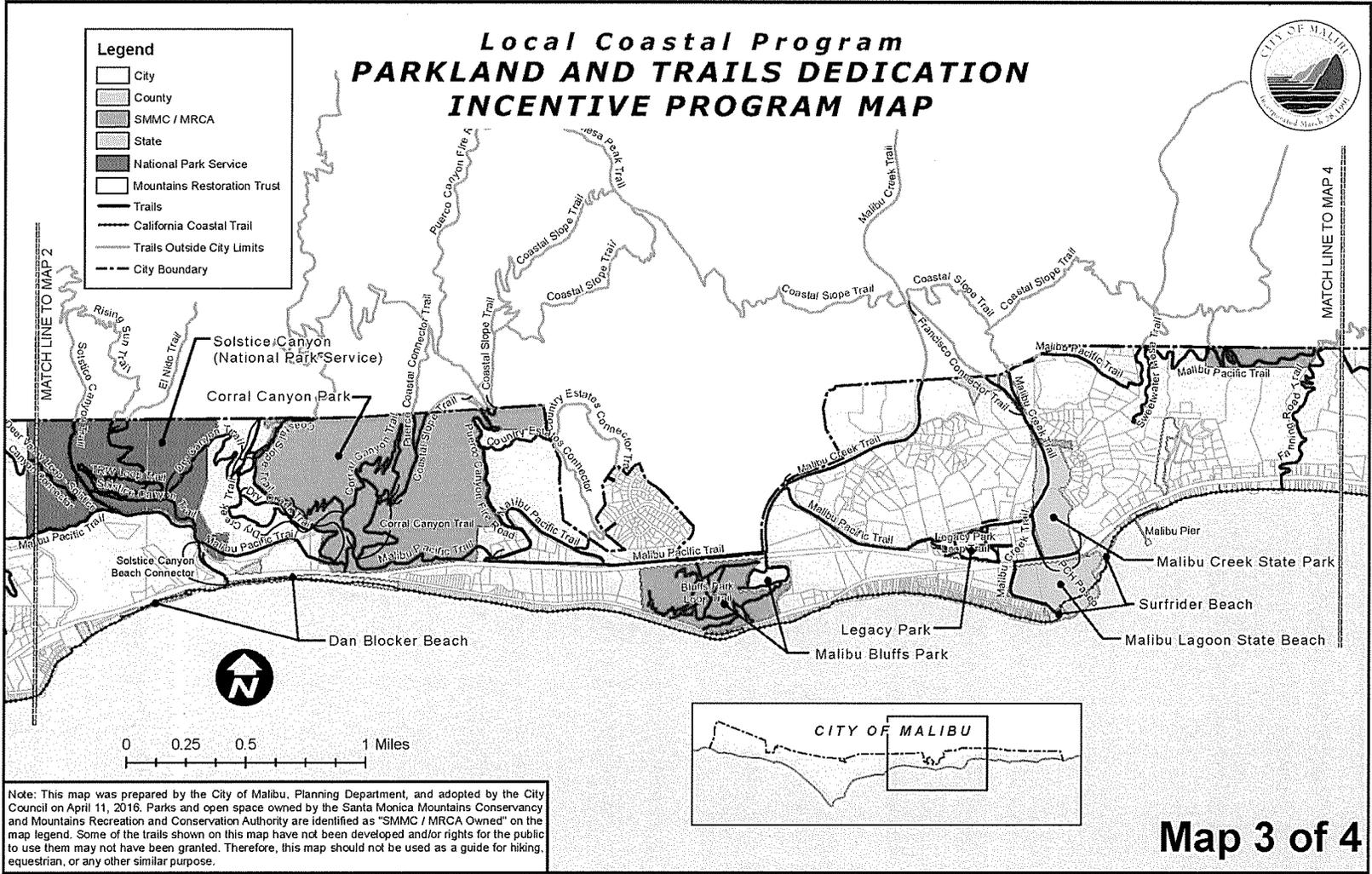
Map 1 of 4

EXHIBIT A

Local Coastal Program PARKLAND AND TRAILS DEDICATION INCENTIVE PROGRAM MAP



Note: This map was prepared by the City of Malibu, Planning Department, and adopted by City Council on April 11, 2016. Parks owned by the Santa Monica Mountains Conservancy and Mountains Recreation and Conservation Authority are identified as "SMMC / MRCA Owned" on the map legend. Some of the trails shown on this map have not been developed and/or rights for the public to use them may not have been granted. Therefore, this map should not be used as a guide for hiking, equestrian, or any other similar purpose.



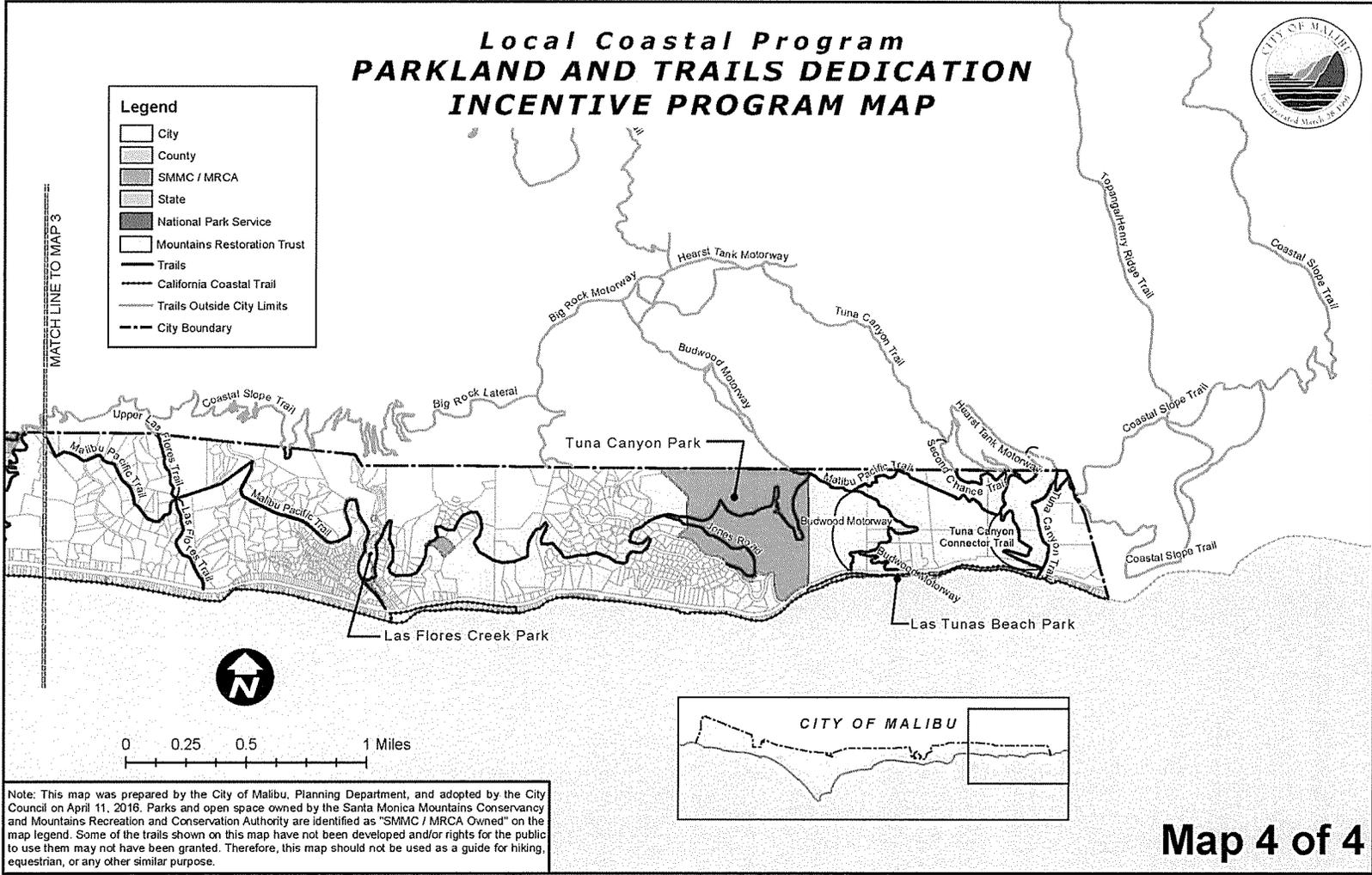
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Local Coastal Program PARKLAND AND TRAILS DEDICATION INCENTIVE PROGRAM MAP

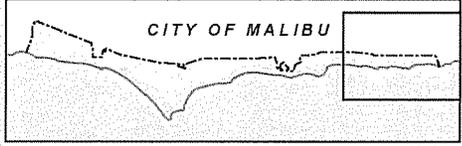


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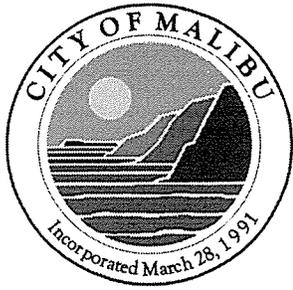
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- City Boundary



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Map 4 of 4



Council Agenda Report

To: Mayor La Monte and the Honorable Members of the City Council

Prepared by: Amy Crittenden, Recreation Manager

Approved by: Reva Feldman, City Manager 

Date prepared: August 24, 2016 Meeting date: September 12, 2016

Subject: Fred Ward Photography Art Exhibit in City Hall

RECOMMENDED ACTION: At the recommendation of the Cultural Arts Commission: 1) Approve the installation of a photography exhibit featuring Fred Ward's historical work; and 2) Appropriate \$2,000 from the General Fund Undesignated Reserve to Account No. 100-4001-6170 (General Recreation Events).

FUNDING: Funding for the proposed exhibit was not included in the Adopted Budget for Fiscal Year 2016-2017. An appropriation of \$2,000 from the General Fund Undesignated Reserve to Account No. 100-4001-6170 (General Recreation Events) is needed to fund the exhibit. Costs associated with the exhibit include installation, marketing and refreshments for the opening. The projected General Fund Undesignated Reserve at June 30, 2017, is \$23.3 million.

DISCUSSION: At the recommendation of the Cultural Arts Commission, the Council is being asked to support the installation of a photography exhibit in City Hall. The exhibit will feature well-known photographer and Malibu resident, Fred Ward. Mr. Ward recently passed away leaving behind 50 years of historical photos, which are being offered to the City of Malibu for display. Fred Ward traveled to more than 130 countries on assignment for TIME, Newsweek, Life, and National Geographic. He photographed U.S. Presidents and pop star icons, including the Beatles' first American concert (Attachment 1).

City staff is working with the family on the details for this exhibit, which would utilize the walls in the upper and lower lobby and the hall leading to the Malibu Civic Theater and include a retrospective memorial of Mr. Ward.

The Ward family has stated they will be responsible for the printing, mounting and curating of the exhibit and will also contribute to the cost of food for the exhibit opening.

The current City Hall atrium exhibit, Art of the Board, will be taken down by September 17, 2016. The proposed installation dates for the photography exhibit are October 1, 2016 to January 13, 2017, with the exhibit opening and retrospective memorial of Fred Ward being held on October 1 from 2:30 p.m. to 6:00 p.m.

Council is being asked to support the proposed exhibit and appropriate \$2,000 to fund the installation.

ATTACHMENTS: Fred Ward Obituary-Miami Herald

Miami Herald

July 28, 2016

By Howard Cohen

hcohen@miamiherald.com

Fred Ward's family affectionately dubbed him "the Indiana Jones of photojournalism."

Ward, who died at his Malibu home on July 19 from Alzheimer's at 81, earned the description for a 50-year photographic career that took him across the globe to shoot historical figures, the embattled Everglades and his beloved gemstones.

Among the notables captured by Ward's lens were political figures like presidents John F. Kennedy and Gerald Ford, Cuban dictator Fidel Castro and the Soviet Union's General Secretary Leonid Brezhnev, civil rights leader the Rev. Martin Luther King Jr. and entertainers such as the Beatles, Elvis Presley, Barbra Streisand and Elizabeth Taylor.

Ward's work has appeared in Life, Time, Newsweek and National Geographic. For National Geographic, he worked as a freelancer and traveled to more than 130 countries from 1964 to 1992. Many of his photos are on display at the Library of Congress, the Metropolitan Museum of Art and even in space aboard the Voyager spacecraft.

Like the fictional movie character, one could also call Ward a Forrest Gump-figure for his omnipresence at so many significant events as history unfolded before his gaze.

When Kennedy was assassinated in November 1963, Ward caught Jacqueline Kennedy returning to Washington with her husband's blood still caked on her pink Chanel suit. He was there, too, to photograph a solemn image of his widow and their children watching the funeral procession as his casket left the White House. The photo was emblazoned on Life's cover.

That year, Ward also snapped civil rights activist Gloria Richardson as she batted away a bayoneted rifle of a National Guardsman that had been pointed in her direction during a demonstration in Cambridge, Maryland.

In 1964, he snapped the Beatles' first U.S. concert at the Washington Coliseum. He shot photos of a probing King in portraiture and a triumphant Robert Kennedy on the campaign trail — just before they were assassinated in 1968. During the 1970s, Ward traveled to Cuba for a series of candid photos of Castro that were compiled into his book, "Inside Cuba Today," in 1978.

Ward had a Miami history. When Elvis Presley hit South Florida for a series of concerts at downtown Miami's Olympia Theater in August 1956, Ward was there as an intern for the former Miami Daily News.

"The day editor told Fred, 'You're young. Go cover this guy, Elvis Presley,' " said his wife, Charlotte Ward, in an email to the Miami Herald. "Fred spent the day and evening at the Olympia Theater with Elvis, capturing images that still have viability today."

Indeed, Ward managed to find Presley in a pensive mood backstage, the star clad in black with his pant leg rolled up to reveal white loafers. Another caught The King singing before an adoring throng of female fans.

For Ward, born in Huntsville, Alabama, on July 16, 1935, Miami was the start of his career and a location for much of his work. He moved to Miami with his parents in 1948 and attended Ponce de Leon School and then Coral Gables High School, from which he graduated in 1953.

There, his speech teacher and debate club coach K. Werner Dickson had a lasting impact. "Mr. Dickson must have recognized his brilliance because he lent Fred his personal camera, a Pentax, and gave him a key to his home so that Fred could learn to develop his photographs," his wife said.

The high school paper published his first shots. So did the Gables High yearbook, which named him "Most Likely to Succeed."

At the University of Florida, he married his wife in 1958, a year after earning his bachelor's in political science and Far East history. In 1959, he earned his master's in journalism and communications at UF.

Ward turned his camera on Florida's fragile environment and the Everglades for National Geographic to make a point.

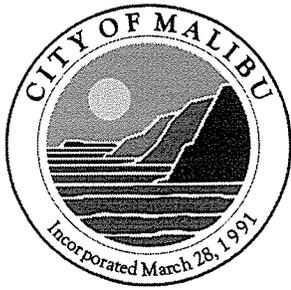
"With his dear friend and diving buddy Jerry Greenberg, Fred grew concerned about the reef die-offs occurring in and around Pennekamp Park [in Key Largo]," his wife said. Ward took photographs of the reefs and compared his images with those taken 10 years earlier by Greenberg. Ward's pictures revealed whitened and broken coral.

Ward was disheartened. "The editor softened the story by titling it 'The Imperiled Florida Reefs,' but Fred's title was accurate, 'The Dying Florida Reefs' — even more so with the addition of global warming," Charlotte Ward said.

Ward, who published nine books on gems and "Golden Islands of the Caribbean," was named Outstanding Journalist of the Year for 1980 by the Florida Scholastic Press Association. His presidential photographs were exhibited by the International Center of Photography in New York.

"He spent about three months with President Ford and he had incredible access," said David Hume Kennerly, Ford's official White House photographer, in the Washington Post. "They got along great. Fred's disposition was a lot like Ford's."

In addition to his wife, Ward is survived by their children Kimberly Litle, Christopher, Lolly and David Ward, four grandchildren, and his sister Lynn Erckmann. Donations can be made to the Alzheimer's Association for research at Ward's tribute page.



Council Agenda Report

To: Mayor La Monte and the Honorable Members of the City Council

Prepared by: Heather Glaser, Acting City Clerk

Approved by: Reva Feldman, City Manager 

Date prepared: September 1, 2016 Meeting date: September 12, 2016

Subject: Appointment to the Public Safety Commission

RECOMMENDED ACTION: Councilmember House to make her appointment to the Public Safety Commission.

DISCUSSION: Meril May, Councilmember House's appointment, resigned from the Public Safety Commission. Pursuant to Government Code Section 54974, a notice of unscheduled vacancy was posted on August 17, 2016. Councilmember House can make her appointment at this time.

ATTACHMENT: Notice of Unscheduled Vacancy



City of Malibu

23825 Stuart Ranch Road Malibu, California 90265-4861
(310) 456-2489 fax (310) 456-2760 www.malibucity.org

Unscheduled Vacancy Notice (Government Code Section 54974)

VACANT POSITION

PREVIOUS INCUMBENT

DATE APPOINTMENT
CAN BE MADE

Public Safety Commission

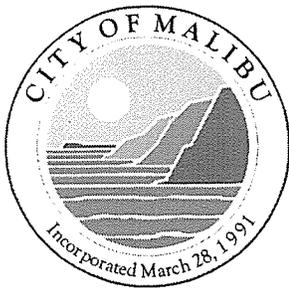
Meril May

September 1, 2016

Interested citizens should contact the City Clerk at (310) 456-2489, extension 228 for more information.

Posted: August 17, 2016

HEATHER GLASER, Acting City Clerk



Council Agenda Report

To: Mayor La Monte and the Honorable Members of the City Council

Prepared by: Mary Linden, Executive Assistant

Approved by: Reva Feldman, City Manager 

Date prepared: August 22, 2016 Meeting date: September 12, 2016

Subject: Potential Uses for Trancas Field (Mayor Pro Tem Peak)

RECOMMENDED ACTION: At the request of Mayor Pro Tem Peak, 1) Discuss the potential uses for Trancas Field, including the development of a skate park; 2) Discuss the opportunity to receive a donation for the Johnny Strange Memorial Skate Park; and 3) Provide direction to staff.

FISCAL IMPACT: There is no fiscal impact related to initial discussions regarding possible uses for Trancas Field.

DISCUSSION: The City currently owns four park properties: Bluffs Park, Legacy Park, Trancas Canyon Park, and Las Flores Creek Park. While Legacy Park is limited to passive recreation, Bluffs, Trancas and Las Flores Parks have playgrounds, picnic areas, trails, parking, and restroom facilities. Trancas Park features the City's only dog park, and Bluffs Park offers recreation areas, including ballfields and the Michael Landon Center, which provide the community space for active recreation and learning, including sports activities, community classes, camps and programs for all ages, and special events.

In addition, if approved, the Malibu Bluffs Regional Park Plan would include development of 83 acres and 10 acres of park space directly adjacent to the existing Bluffs Park site. The design priorities approved by the Council for the Bluffs Parkland Project include trails, athletic fields, playgrounds, an aquatic facility, a community center, a skate park, parking, an amphitheater and a dog park.

At its Regular meeting on August 8, 2016, the City Council approved the purchase of approximately 35 acres located at Trancas Canyon Road and Pacific Coast Highway (APN 4470-012-045), commonly known as Trancas Field.

Mayor Pro Tem Peak is requesting the Council begin discussion of the potential uses for Trancas Field, including the possible development of a skate park on the site. He received a letter (attached) from Brian Strange, father of the late Johnny Strange, with an offer of \$1 million in matching funds should the City build a skate park to be named in his son's memory.

Should the Council require additional information, staff requests direction regarding how Council wishes to proceed, including other possible uses and priorities to be considered for Trancas Field.

ATTACHMENTS: August 19, 2016 Letter from Brian Strange

Brian R. Strange
28823 Cliffside Drive
Malibu, CA 90265

bstrange@strangeandbutler.com

cell: 310.770.0563

August 19, 2016

VIA U.S. MAIL AND E-MAIL speak@malibucity.org

Hon. Mayor Pro Tem Skylar Peak
Malibu City Hall
23825 Stuart Ranch Road
Malibu, CA 90265

Re: **Commitment of Pledging Funds for the Johnny Strange Memorial Skatepark**

Dear Mayor Pro Tem Skylar Peak,

I appreciate your commitment to finding space for a skatepark in Malibu. The recent agreement by the City to purchase land at the bottom in Trancas Canyon would be a great location for a skatepark.

In honor of my late son Johnny Strange, I am committed to pledging \$1,000,000.00 in matching funds for the City of Malibu to fundraise and build a world-class outdoor skateboard facility in Johnny's name within a reasonable time period. My hope is that the City will commit to a campaign to raise additional funds and make this a reality.

Very truly yours,


Brian R. Strange

/bs