

1. Meeting Agenda

Documents: [CC160111\\_AGENDA.PDF](#)

2. Item 3B2

Warrant Register No. 564

Documents: [CC160111\\_ITEM 3B2.PDF](#)

3. Item 3B3

Approval of Minutes - November 23, 2015

Documents: [CC160111\\_ITEM 3B3.PDF](#)

4. Item 3B4

Memorandum of Understanding for Integrated Regional Water Management Planning and Implementation

Documents: [CC160111\\_ITEM 3B4.PDF](#)

5. Item 3B5

Civic Center Wastewater Treatment Facility Water Quality Consultant

Documents: [CC160111\\_ITEM 3B5.PDF](#)

6. Item 3B6

Amendment to Agreement with Newbury Park Tree Service, Inc.

Documents: [CC160111\\_ITEM 3B6.PDF](#)

7. Item 3B7

Amendment to Agreement with Ozone Water Systems, Inc.

Documents: [CC160111\\_ITEM 3B7.PDF](#)

8. Item 3B8

Las Flores Canyon Creek Restoration and Park Improvements project Phase 2  
Completion and Acceptance of Work

Documents: [CC160111\\_ITEM 3B8.PDF](#)

9. Item 3B9

Agreements for Emergency On-Call Street Maintenance Services

Documents: [CC160111\\_ITEM 3B9.PDF](#)

**Malibu City Council**  
**Regular Meeting Agenda**

**Monday, January 11, 2016**

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

**City Hall – Council Chambers**  
**23825 Stuart Ranch Road**

Pursuant to Government Code Section 54953(b), Mayor Pro Tem La Monte will be attending the Council meeting via teleconferencing from:  
Sheraton Grand Sacramento Hotel  
1230 J Street  
Sacramento, CA 95814  
This teleconference location is accessible to the public and will be open to the public for attendance at this meeting.

**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

Approval of Agenda

Report on Posting of Agenda – December 29, 2015

**1. Ceremonial/Presentations**

- A. Presentation of City Tile to Adrian Fernandez, Senior Planner, for Seven Years of Service to the City of Malibu
- B. Posthumous Recognition of California Highway Patrol Officer James P. Haynes for his Extraordinary Act of Heroism on April 3, 1951

**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 Attorney Report on Measure R

- D. City Council Subcommittee reports / Mayor and Councilmember meeting attendance, reports and inquiries

3. **Consent Calendar**

- 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.

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

2. Approve Warrants

Recommended Action: Allow and approve warrant demand numbers 46132-46296 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. 564 in the amount of the warrant appearing opposite their names, for the purposes stated on the respective demands in a total amount of \$786,179.08. City of Malibu payroll check numbers 4618-4620 and ACH deposits were issued in the amount of \$171,372.51.

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

3. Approval of Minutes

Recommended Action: Approve the minutes for the November 23, 2015 Regular City Council meeting.

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

4. Memorandum of Understanding for Integrated Regional Water Management Planning and Implementation

Recommended Action: 1) Adopt Resolution No. 16-01 authorizing the City's participation with other agencies in the Greater Los Angeles County (GLAC) Region Integrated Regional Water Management Plan Leadership Committee for the purpose of coordinating water resource planning activities related to grant funding including, but not limited to, California Proposition 1 and project implementation; and 2) appoint the City Manager, or his designee, as agent to conduct all negotiations and sign all documents which may be necessary to sign the Memorandum of Understanding.

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

5. Civic Center Wastewater Treatment Facility Water Quality Consultant

Recommended Action: Authorize the City Manager to execute a Professional Services Agreement with Earth Forensics, Inc. to be an “on-call/as-needed” consultant to review water quality data to provide reports and documents as needed by the City.

Staff contact: Environmental Sustainability Director Peterson, 456-2489 ext. 251

6. Amendment to Agreement with Newbury Park Tree Service, Inc.

Recommended Action: Authorize the City Manager to execute Amendment No. 1 to the Professional Services Agreement with Newbury Park Tree Service, Inc. to extend the term of the agreement for the City’s Annual Tree Maintenance Program for an additional two years.

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

7. Amendment to Agreement with Ozone Water Systems, Inc.

Recommended Action: Authorize the City Manager to execute Amendment No. 5 to the Professional Services Agreement with Ozone Water Systems, Inc. for annual operations and maintenance of the City’s Civic Center Stormwater Treatment Facility and the Paradise Cove Stormwater Treatment Facility.

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

8. Las Flores Canyon Creek Restoration and Park Improvements Project Phase 2 Completion and Acceptance of Work

Recommended Action: 1) Accept the work performed by GMZ Engineering Inc. for the Las Flores Canyon Creek Restoration and Park Improvements Project Phase 2 (Specification No. 2007.3) as complete; and 2) Authorize the Public Works Director to submit for recordation a Notice of Completion for the project.

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

9. Agreements for Emergency On-Call Street Maintenance Services

Recommended Action: Authorize the City Manager to execute agreements with J&H Engineering General Contractors Inc., Lee Construction Co., Sam Hill & Sons, Inc., and Excel Paving Company for Emergency On-Call Street Maintenance Services for Fiscal Year 2015-16.

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

4. Ordinances and Public Hearings

None.

5. Old Business

None.

**6. New Business**

None.

**7. Council Items**

None.

**Adjournment**

**Future Meetings**

Monday, January 25, 2016	6:30 p.m.	Regular City Council Meeting	City Hall Council Chambers
Monday, February 8, 2016	6:30 p.m.	Regular City Council Meeting	City Hall Council Chambers
Monday, February 22, 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.

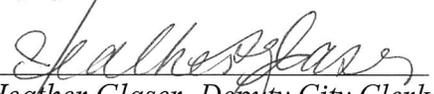
**Items in New Business** are items, which are appearing for the first time for formal action. Public comment shall follow the rules as set forth under Oral Communication.

**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](http://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 Victor Peterson, (310) 456-2489, ext. 251. 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](mailto: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 29<sup>th</sup> day of December 2015.*

  
Heather Glaser, Deputy City Clerk

## WARRANT REGISTER NO. 564

On January 11, 2016, the Malibu City Council allowed and approved the above warrant demand numbers 46132 – 46296 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 \$786,179.08. City of Malibu payroll check numbers 4618 - 4620 and ACH deposits were issued in the amount of \$171,372.51.

PASSED, APPROVED and ADOPTED this 11th day of January 2016.

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Laura Rosenthal  
Mayor

ATTEST:

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Lisa Pope  
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 11th day of January 2016, AT MALIBU, CALIFORNIA

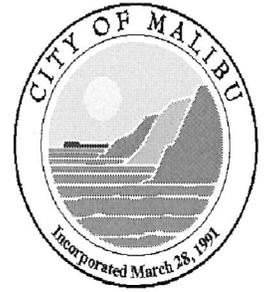
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Jim Thorsen  
City Manager

# Accounts Payable

## Checks by Date - Summary By Check Number

User: jhand  
Printed: 12/16/2015 - 10:13 AM



Check Number	Vendor No	Vendor Name	Check Date	Check Amount
46132	ALLIANT	Alliant Insurance Services Inc	12/03/2015	1,239.45
46133	ALVADIA	Diana L. A. Alvarez	12/03/2015	2,198.00
46134	AMERICAN	Paul Nguyen	12/03/2015	2,920.00
46135	AQUATIC	Aquatic Bioassay & Consulting L	12/03/2015	1,340.00
46136	BSNSPOR	Sports Supply Group, Inc.	12/03/2015	167.04
46137	BURNS	Burns Pacific Construction Inc	12/03/2015	63,252.36
46138	BUTTONL	Leslie Button	12/03/2015	552.98
46139	CAMEB	Barbara A. Cameron	12/03/2015	8,009.43
46140	CANON	Canon Solutions America, Inc	12/03/2015	57.33
46141	CHEVRON	Chevron & Texaco Bus. Card Srv	12/03/2015	661.41
46142	DAVIDTA	David Taussig & Associates Inc	12/03/2015	130.00
46143	DEPTCON	Dept. of Conservation	12/03/2015	6,039.96
46144	DULAJOS	Josh Dulaney	12/03/2015	250.00
46145	FELDMAN	Reva Feldman	12/03/2015	103.27
46146	FIORIA	Adrianna Fiori	12/03/2015	2,440.90
46147	Fugro	Fugro Consultants, Inc.	12/03/2015	15,362.90
46148	GALL	Galls LLC	12/03/2015	238.35
46149	Grainger	W.W. Grainger, Inc	12/03/2015	127.00
46150	HODGSON	Gun Inger Hodgson	12/03/2015	21.00
46151	KIBLERJO	John C Kibler Jr	12/03/2015	1,032.50
46152	KIMLEY	Kimley-Horn and Associates Inc	12/03/2015	7,335.76
46153	KONICA	Konica Minolta Business Solution	12/03/2015	640.00
46154	LACOANI	LA Co Animal Care & Control	12/03/2015	4,294.04
46155	LACOCLE	LA County Registrar-Recorder LA	12/03/2015	75.00
46156	LACOSHE	LA Co Sheriff'S Department	12/03/2015	35,573.35
46157	LACOWAT	LA Co Malibu Treasurer-Waterwo	12/03/2015	251.97
46158	LAMONTE	Lou La Monte	12/03/2015	393.28
46159	Lance	Lance, Soll & Lunghard CPA's, LLI	12/03/2015	4,930.00
46160	LIPPMAN	Peter Lippman	12/03/2015	290.00
46161	MALIBAY	Malibu Bay Company	12/03/2015	1,766.00
46162	MASTERCO	Master Cooling Corporation	12/03/2015	2,305.79
46163	PARSARS	Public Agency Retirement Srvcs	12/03/2015	300.00
46164	PLANET	Urban Insight Inc	12/03/2015	648.00
46165	PURCHAS	Purchase Power	12/03/2015	3,000.00
46166	REMOTESA	Remote Satellite Systems Int'l	12/03/2015	105.00
46167	RMC	RMC Water & Environment	12/03/2015	22,614.08
46168	ROUNDSTA	Round Star West LLC	12/03/2015	259.00
46169	RPBARRI	R P Barricade, Inc.	12/03/2015	52.68
46170	SAGONAS	Ronald A Sagona/ Sagona's All-Ci	12/03/2015	405.00
46171	SIEMENS	Siemens Industry Inc	12/03/2015	330.00
46172	SOLIDWA	Solid Waste Solutions, Inc.	12/03/2015	32,770.42
46173	SUPPLYWO	Interline Brands Inc	12/03/2015	789.17
46174	SWIMFIT	Swim Fit LA	12/03/2015	22,731.00
46175	SWRCB	State Water Resources Control	12/03/2015	3,044.70
46176	ULINE	Uline Inc	12/03/2015	272.47

Check Number	Vendor No	Vendor Name	Check Date	Check Amount
46177	UNDERGR	Underground Service Alert/SC	12/03/2015	114.00
46178	Water	Water Environment Federation	12/03/2015	272.00
46179	22CENMED	Freedom Media LLC/ 22nd Centu	12/10/2015	292.50
46180	ALERTCO	Affiliated Communications LLC c	12/10/2015	109.65
46181	ANDERSJ	Juan Anderson	12/10/2015	75.00
46182	AQUACHEM	Aqua H2O Souolutions Inc	12/10/2015	348.89
46183	B&HFOTO	B & H Foto & Electronics Corpor	12/10/2015	4,968.00
46184	BIOSOLUT	Bio Solutions, Inc	12/10/2015	250.00
46185	BURKHAR	Steve Burkhardt	12/10/2015	80.00
46186	BURNS	Burns Pacific Construction Inc	12/10/2015	3,246.18
46187	CALLMC	M.C. Callaghan	12/10/2015	416.50
46188	CANON	Canon Solutions America, Inc	12/10/2015	1,515.76
46189	CCMF	CA City Management Foundation	12/10/2015	130.00
46190	CHAVEZL	Larry Chavez	12/10/2015	250.00
46191	COMPLIA	Compliance Biology, Inc.	12/10/2015	4,562.50
46192	COOPERM	Marsha Cooper	12/10/2015	642.00
46193	COTTON	Cotton,Shires & Associates,Inc	12/10/2015	2,626.50
46194	CRPRINT	CR PRINT	12/10/2015	501.84
46195	DELLMAR	Dell Marketing L.P.	12/10/2015	909.67
46196	DIMALANT	Jermaine Dimalanta	12/10/2015	140.00
46197	DIRECT	DirectTV, Inc.	12/10/2015	57.49
46198	EARTHFO	Earth Forensics Inc.	12/10/2015	1,454.80
46199	ELYJRS	Hilario Simental Jr	12/10/2015	460.00
46200	EVERBRID	Everbridge Inc	12/10/2015	18,500.00
46201	FATTSHO	Shoja Fattahi	12/10/2015	90.00
46202	FERCANOL	Laura DeMieri Fercano	12/10/2015	420.00
46203	Fugro	Fugro Consultants, Inc.	12/10/2015	24,687.50
46204	GAILCOR	Cornelia Gail	12/10/2015	100.00
46205	GARSMAT	Mattie S Garske	12/10/2015	300.00
46206	GATES	SWAG Corporation	12/10/2015	830.00
46207	GFOACERT	Government Finance Officers Ass	12/10/2015	435.00
46208	GOVCONN	GovConnection Inc	12/10/2015	452.50
46209	GOVERNF	Governmental Financial Service	12/10/2015	5,635.00
46210	GRAPHICC	Graphic Consultants, Inc	12/10/2015	6,440.30
46211	HEMPYK	Kevin Hempy	12/10/2015	90.00
46212	HODGETTS	Harmonica Inc	12/10/2015	20.13
46213	ICC MEM	International Code Council Inc	12/10/2015	135.00
46214	INKWERKS	Inkwerks Screen Printing & Desig	12/10/2015	283.80
46215	INTEGRAR	Integra Realty Resources-LA	12/10/2015	13,250.00
46216	iRIS	Lorrie Feinberg	12/10/2015	6,080.00
46217	JENKINS	Jenkins & Hogin, LLP	12/10/2015	86,858.15
46218	KENNEYK	Kevin R Kenney	12/10/2015	90.00
46219	KUHLSIL	Silvia Kuhle	12/10/2015	2,174.00
46220	KUSTOM	Kustom Signals, Inc	12/10/2015	221.83
46221	LABCORP	Laboratory Corp. of America	12/10/2015	29.50
46222	LACOCLE	LA County Registrar-Recorder LA	12/10/2015	75.00
46223	LACOCLE	LA County Registrar-Recorder LA	12/10/2015	75.00
46224	LACOCLE	LA County Registrar-Recorder LA	12/10/2015	75.00
46225	LACOCLE	LA County Registrar-Recorder LA	12/10/2015	75.00
46226	LACOWAT	LA Co MalibuTreasurer-Waterwo	12/10/2015	11,244.35
46227	LAUTZEN	Lautzenhiser's Stationery, Inc	12/10/2015	510.53
46228	LEGENDS	Legends Photography Studio	12/10/2015	200.00
46229	MALICOM	Malibu Comm Labor Exchange	12/10/2015	578.00
46230	MALITIM	Malibu Times	12/10/2015	240.00
46231	MALIYEL	Khaled R. Karame	12/10/2015	13,927.85

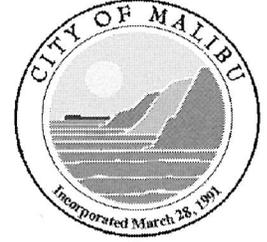
Check Number	Vendor No	Vendor Name	Check Date	Check Amount
46232	MAUCK	Kevin Mauch	12/10/2015	120.00
46233	MERCADOJ	Jose Mercado	12/10/2015	1,000.00
46234	MNS	MNS Engineers, Inc.	12/10/2015	4,478.75
46235	MYARBER	Mary Yarber	12/10/2015	30.00
46236	NATIONA	National Construction Rentals, Inc	12/10/2015	513.40
46237	NEWTONS	Silvanus Newton	12/10/2015	60.00
46238	NEXTEL	Nextel / Sprint Communication	12/10/2015	83.14
46239	NRPA2	National Rec & Park Assoc	12/10/2015	165.00
46240	OVITZ	Ovitz Family Trust	12/10/2015	37,755.60
46241	PLAYF	Play Foundations Inc	12/10/2015	48,982.40
46242	POTTKIR	Kirra Potts	12/10/2015	3,688.55
46243	PRECISI	Precision Business Machine Inc	12/10/2015	384.58
46244	RINCONC	Rincon Consultants, Inc	12/10/2015	60,443.55
46245	ROSENSH	Shashana Rosen	12/10/2015	739.20
46246	SAGONAS	Ronald A Sagona/ Sagona's All-Ci	12/10/2015	535.00
46247	SCCWRP	Southern CA Coastal Water Resea	12/10/2015	1,820.00
46248	SHAVELSO	Elizabeth Shavelson	12/10/2015	501.72
46249	SIEMENS	Siemens Industry Inc	12/10/2015	330.00
46250	SMASH	Smash Athletics Inc	12/10/2015	204.05
46251	SOLIDWA	Solid Waste Solutions, Inc.	12/10/2015	3,328.00
46252	SOUTHEAS	Southeastern Security Consultants	12/10/2015	37.00
46253	TRIYOGA	Tri - Yoga	12/10/2015	225.00
46254	USBANK	U.S. Bank	12/10/2015	30,273.76
46255	USPOSTOF	U.S. Postal Service	12/10/2015	225.00
46256	VALLEYCR	ValleyCrest Landscape Maintenan	12/10/2015	11,438.50
46257	VERIZONC	Verizon California	12/10/2015	55.72
46258	XEROX	Xerox Corporation	12/10/2015	3,070.74
46259	ZAHNCL	Claudia Zahn	12/10/2015	75.00
46260	ZEE	Zee Medical Inc	12/10/2015	154.51
46261	ANAWALT	Anawalt Lumber Co., Inc	12/16/2015	661.71
46262	ANDERSJ	Juan Anderson	12/16/2015	105.00
46263	BOLIM	Mark Boling	12/16/2015	7.07
46264	BROWJ	Jennifer Brown	12/16/2015	19.26
46265	BURKHAR	Steve Burkhardt	12/16/2015	80.00
46266	CANON	Canon Solutions America, Inc	12/16/2015	265.29
46267	CENTRO	Centro Business Forms Inc.	12/16/2015	174.68
46268	CHAVEZL	Larry Chavez	12/16/2015	170.00
46269	COTTON	Cotton,Shires & Associates,Inc	12/16/2015	20,703.00
46270	DIMALANT	Jermaine Dimalanta	12/16/2015	170.00
46271	ELYJRS	Hilario Simental Jr	12/16/2015	920.00
46272	FILMTHIS	Film This!	12/16/2015	500.00
46273	GATES	SWAG Corporation	12/16/2015	830.00
46274	GIINDUS	GI Industries	12/16/2015	3,077.48
46275	GMZENG	GMZ Engineering Inc	12/16/2015	40,208.75
46276	GOVCONN	GovConnection Inc	12/16/2015	543.91
46277	GRANICUS	Granicus, Inc	12/16/2015	1,200.00
46278	HEMPYK	Kevin Hempy	12/16/2015	120.00
46279	LAMONTE	Lou La Monte	12/16/2015	170.89
46280	MALITIM	Malibu Times	12/16/2015	600.00
46281	MICHBAK	Michael Baker International Inc	12/16/2015	13,855.67
46282	PATTONJ	Jonathan Patton	12/16/2015	80.00
46283	PLATE	Plate Restaurant Group LLC	12/16/2015	7.46
46284	PEPEL	Lisa Popè	12/16/2015	14.95
46285	PRECISI	Precision Business Machine Inc	12/16/2015	325.00
46286	RECTOR	Christy Rector	12/16/2015	356.34

Check Number	Vendor No	Vendor Name	Check Date	Check Amount
46287	RIVERSI	Riverside Rubber Stamp & Engra	12/16/2015	90.99
46288	ROUNDSTA	Round Star West LLC	12/16/2015	3,116.40
46289	SCEDISO	Southern California Edison Comp	12/16/2015	11,894.48
46290	SMASH	Smash Athletics Inc	12/16/2015	427.55
46291	STAPLES	Staples Advantage	12/16/2015	1,256.54
46292	STORAGE	StorageContainer.com	12/16/2015	198.00
46293	VERIZFIO	Verizon	12/16/2015	364.99
46294	VERIZONC	Verizon California	12/16/2015	2,154.41
46295	VERIZONW	Verizon Wireless Services LLC	12/16/2015	1,843.47
46296	XEROX	Xerox Corporation	12/16/2015	80.31
Report Total:				786,179.08

# Accounts Payable

## Transactions by Account

User: jhand  
 Printed: 12/16/2015 - 10:25AM  
 Batch: 00000.00.0000



Checks from: 00046132 To: 00046296

Account Number	description	Vendor	Description	Check No	Amount
Fund: 100					
Dept:0000					
100-0000-3448-00	Subpoena Fees	Plate Restaurant Group LLC	Refund Subpoena Fees-GRT Port	46283	7.46
			Vendor Subtotal for Dept:0000		7.46
Dept:0000					
100-0000-3448-00	Subpoena Fees	Lisa Pope	Reimburse mileage-Subpoena per	46284	14.95
			Vendor Subtotal for Dept:0000		14.95
Dept:0000					
100-0000-3461-00	Municipal Facility Use Fee	Shoja Fattahi	Refund facility rental fees for 12/	46201	90.00
			Vendor Subtotal for Dept:0000		90.00
Dept:0000					
100-0000-3464-00	Youth Sports Program Fees	Cornelia Gail	Refund basketball-Travon-registe	46204	100.00
			Vendor Subtotal for Dept:0000		100.00
Dept:0000					
100-0000-3464-00	Youth Sports Program Fees	Mary Yarber	Reissue Ck# 37241-Refund-Tenni	46235	30.00
			Vendor Subtotal for Dept:0000		30.00
Dept:0000					
100-0000-3467-00	Day Camp Fees	Leslie Button	Reissue Ck# 41739-Refund surf c	46138	552.98

Account Number	description	Vendor	Description	Check No	Amount
Vendor Subtotal for Dept:0000					552.98
Dept:3001					
100-3001-5120-00	Street Maintenance	Burns Pacific Construction Inc	Routine Maint-Oct'15	46137	43,976.00
100-3001-5120-00	Street Maintenance	Burns Pacific Construction Inc	Emerg call out-Remove tree on Fe	46137	2,140.00
100-3001-5120-00	Street Maintenance	Burns Pacific Construction Inc	Yard Rental-Oct'15	46137	2,600.00
100-3001-5120-00	Street Maintenance	Burns Pacific Construction Inc	Pumps replaced at Cross Creek pt	46137	2,560.00
100-3001-5120-00	Street Maintenance	Burns Pacific Construction Inc	Pumps replaced at Cross Creek &	46137	2,925.31
Vendor Subtotal for Dept:3001					54,201.31
Dept:3001					
100-3001-5123-01	Culvert Cleaning	Burns Pacific Construction Inc	Culvert Cleaning-Oct'15	46137	8,160.00
Vendor Subtotal for Dept:3001					8,160.00
Dept:3001					
100-3001-5124-00	Traffic Signal Maintenance	Siemens Industry Inc	Signal/Beacon maint-Sep'15	46171	330.00
100-3001-5124-00	Traffic Signal Maintenance	Siemens Industry Inc	Signal/Beacon maint-Oct'15	46249	330.00
Vendor Subtotal for Dept:3001					660.00
Dept:3001					
100-3001-5721-00	Telephone	Verizon Wireless Services LLC	Cell Phone Service 11/24-12/23	46295	68.72
100-3001-5721-00	Telephone	Verizon Wireless Services LLC	Cell Phone Service 11/24-12/23-C	46295	114.03
100-3001-5721-00	Telephone	Verizon Wireless Services LLC	Cell Phone Service 11/24-12/23-F	46295	62.42
Vendor Subtotal for Dept:3001					245.17
Dept:3001					
100-3001-5722-00	Electricity	Southern California Edison Company	Broad Beach-Nov'15	46289	30.81
100-3001-5722-00	Electricity	Southern California Edison Company	Cross Creek Rd Ped-Nov'15	46289	25.92
100-3001-5722-00	Electricity	Southern California Edison Company	Rambla Light-Nov'15	46289	19.16
100-3001-5722-00	Electricity	Southern California Edison Company	St Lighting-Nov'15	46289	1,811.62
100-3001-5722-00	Electricity	Southern California Edison Company	Traffic Control-Nov'15	46289	91.96
100-3001-5722-00	Electricity	Southern California Edison Company	Winter Cyn-Nov'15	46289	53.22

Account Number	description	Vendor	Description	Check No	Amount
				Vendor Subtotal for Dept:3001	2,032.69
Dept:3001					
100-3001-5725-00	Trash Pickup/Recycling	GI Industries	Garbage-Bluffs Park-Dec'15-1831	46274	363.85
100-3001-5725-00	Trash Pickup/Recycling	GI Industries	Garbage-Equestrian Park-Dec'15-	46274	178.22
100-3001-5725-00	Trash Pickup/Recycling	GI Industries	Garbage-Bus Stop-Dec'15-18315:	46274	2,191.21
100-3001-5725-00	Trash Pickup/Recycling	GI Industries	Garbage-Cross Creek-Dec'15-183	46274	172.34
				Vendor Subtotal for Dept:3001	2,905.62
Dept:3001					
100-3001-6160-00	Operating Supplies	Burns Pacific Construction Inc	PW supplies-Oct'15	46137	891.05
				Vendor Subtotal for Dept:3001	891.05
Dept:3001					
100-3001-6160-00	Operating Supplies	R P Barricade, Inc.	PW supplies-anchors for post inst	46169	52.68
				Vendor Subtotal for Dept:3001	52.68
Dept:3001					
100-3001-6160-00	Operating Supplies	Underground Service Alert/SC	Dig Alerts-Oct'15	46177	114.00
				Vendor Subtotal for Dept:3001	114.00
Dept:3001					
100-3001-6160-00	Operating Supplies	U.S. Bank	Hart T-Rain suits-El Nino prepare	46254	129.56
				Vendor Subtotal for Dept:3001	129.56
Dept:3007					
100-3007-5656-00	Water Quality Test/Monitoring	Aquatic Bioassay & Consulting Labc	CCSTF-testing/monitoring-Sep'1:	46135	1,340.00
				Vendor Subtotal for Dept:3007	1,340.00
Dept:3007					
100-3007-5721-00	Telephone	Verizon California	Phone-Civic Center STF	46294	147.71

Account Number	description	Vendor	Description	Check No	Amount
				Vendor Subtotal for Dept:3007	147.71
Dept:3007					
100-3007-5722-00	Electricity	Southern California Edison Company	CCSTF-Nov'15	46289	1,465.72
				Vendor Subtotal for Dept:3007	1,465.72
Dept:3007					
100-3007-5723-00	Water	LA Co MalibuTreasurer-Waterworks	Water-Broad Beach-9/16-11/17/11	46157	251.97
				Vendor Subtotal for Dept:3007	251.97
Dept:3008					
100-3008-5100-00	Professional Services	MNS Engineers, Inc.	Land Development reviews-Oct'1	46234	4,478.75
				Vendor Subtotal for Dept:3008	4,478.75
Dept:3008					
100-3008-5125-00	Traffic Engineering	Kimley-Horn and Associates Inc	Task #2-Speed bumps-Aug'15	46152	985.12
100-3008-5125-00	Traffic Engineering	Kimley-Horn and Associates Inc	Task #2-Speed bumps & Las Flor	46152	943.20
100-3008-5125-00	Traffic Engineering	Kimley-Horn and Associates Inc	Task #2-Speed humps & realign F	46152	2,986.80
				Vendor Subtotal for Dept:3008	4,915.12
Dept:3008					
100-3008-5205-00	Postage	U.S. Bank	Ayala B-Postage-Grant report	46254	19.99
				Vendor Subtotal for Dept:3008	19.99
Dept:3008					
100-3008-5300-00	Travel and Training	Elizabeth Shavelson	Reimburse expenses-Savvy Awar	46248	501.72
				Vendor Subtotal for Dept:3008	501.72

Account Number	description	Vendor	Description	Check No	Amount
Dept:3008					
100-3008-5330-00	Dues & Memberships	Water Environment Federation	WEF membership-B Brager	46178	272.00
Vendor Subtotal for Dept:3008					272.00
Dept:3008					
100-3008-5721-00	Telephone	Verizon Wireless Services LLC	Cell Phone Service 11/24-12/23	46295	137.44
Vendor Subtotal for Dept:3008					137.44
Dept:3008					
100-3008-6160-00	Operating Supplies	Staples Advantage	Office supplies-Public Works	46291	276.04
Vendor Subtotal for Dept:3008					276.04
Dept:3008					
100-3008-6160-00	Operating Supplies	U.S. Bank	Aladjajian A-Pt Dume communi	46254	64.03
100-3008-6160-00	Operating Supplies	U.S. Bank	Linden M-APWA BEST Awards I	46254	627.95
Vendor Subtotal for Dept:3008					691.98
Dept:3010					
100-3010-5656-00	Water Quality Test/Monitoring	Earth Forensics Inc.	Water monitoring-Civic Center-Ju	46198	1,454.80
Vendor Subtotal for Dept:3010					1,454.80
Dept:3010					
100-3010-5656-00	Water Quality Test/Monitoring	Rincon Consultants, Inc	CCWWTF water quality monitori	46244	45,602.00
Vendor Subtotal for Dept:3010					45,602.00
Dept:4001					
100-4001-5100-00	Professional Services	Michael Baker International Inc	Bluffs Parkland master plan-Oct'1	46281	13,855.67
Vendor Subtotal for Dept:4001					13,855.67
Dept:4001					

Account Number	description	Vendor	Description	Check No	Amount
100-4001-5205-00	Postage	U.S. Postal Service	USPS-Annual Bulk Mail Permit#	46255	225.00
			Vendor Subtotal for Dept:4001		225.00
Dept:4001					
100-4001-5405-00	Printing	Graphic Consultants, Inc	Printing-Winter15-16 Recreation	46210	6,440.30
			Vendor Subtotal for Dept:4001		6,440.30
Dept:4001					
100-4001-5721-00	Telephone	Verizon California	Phone-MHS Pool	46294	232.78
			Vendor Subtotal for Dept:4001		232.78
Dept:4001					
100-4001-5721-00	Telephone	Verizon Wireless Services LLC	Cell Phone Service 11/24-12/23	46295	616.94
			Vendor Subtotal for Dept:4001		616.94
Dept:4001					
100-4001-6160-00	Operating Supplies	Harmonica Inc	Rimbursable expenses for printing	46212	20.13
			Vendor Subtotal for Dept:4001		20.13
Dept:4001					
100-4001-6160-00	Operating Supplies	Staples Advantage	Office supplies-P&R	46291	9.65
			Vendor Subtotal for Dept:4001		9.65
Dept:4001					
100-4001-6160-00	Operating Supplies	U.S. Bank	Rector C-P&R supplies-Plotter pa	46254	78.92
100-4001-6160-00	Operating Supplies	U.S. Bank	Crittenden A-Dept lunch meeting	46254	95.25
			Vendor Subtotal for Dept:4001		174.17
Dept:4002					
100-4002-5107-00	Contract Personnel	Swim Fit LA	Swim instructor-SwimFit LA-Fall	46174	22,731.00

Account Number	description	Vendor	Description	Check No	Amount
Vendor Subtotal for Dept:4002					22,731.00
Dept:4006					
100-4006-5107-00	Contract Personnel	Juan Anderson	Youth sports-Basketball-12/5/15	46181	75.00
100-4006-5107-00	Contract Personnel	Juan Anderson	Youth Sports-Basketball-12/12/15	46262	105.00
Vendor Subtotal for Dept:4006					180.00
Dept:4006					
100-4006-5107-00	Contract Personnel	Steve Burkhardt	Youth Sports-Basketball-12/4/15	46185	80.00
100-4006-5107-00	Contract Personnel	Steve Burkhardt	Youth Sports-Basketball-12/11/15	46265	80.00
Vendor Subtotal for Dept:4006					160.00
Dept:4006					
100-4006-5107-00	Contract Personnel	Larry Chavez	Youth sports-Basketball-12/4 & 1	46190	250.00
100-4006-5107-00	Contract Personnel	Larry Chavez	Youth Sports-Basketball-12/11 &	46268	170.00
Vendor Subtotal for Dept:4006					420.00
Dept:4006					
100-4006-5107-00	Contract Personnel	Jermaine Dimalanta	Youth sports-Basketball-12/4 & 1	46196	140.00
100-4006-5107-00	Contract Personnel	Jermaine Dimalanta	Youth Sports-Basketball-12/11 &	46270	170.00
Vendor Subtotal for Dept:4006					310.00
Dept:4006					
100-4006-5107-00	Contract Personnel	Kevin Hempy	Youth sports-Basketball-12/5/15	46211	90.00
100-4006-5107-00	Contract Personnel	Kevin Hempy	Youth Sports-Basketball-12/12/15	46278	120.00
Vendor Subtotal for Dept:4006					210.00
Dept:4006					
100-4006-5107-00	Contract Personnel	Kevin R Kenney	Youth sports-Basketball-12/5/15	46218	90.00
Vendor Subtotal for Dept:4006					90.00
Dept:4006					
100-4006-5107-00	Contract Personnel	Silvanus Newton	Youth sports-Basketball-12/5/15	46237	60.00

Account Number	description	Vendor	Description	Check No	Amount
					60.00
			Vendor Subtotal for Dept:4006		
Dept:4006					
100-4006-5107-00	Contract Personnel	Jonathan Patton	Youth Sports-Basketball-12/11/15	46282	80.00
					80.00
			Vendor Subtotal for Dept:4006		
Dept:4006					
100-4006-5330-00	Dues & Memberships	National Rec & Park Assoc	2016 NRPA Membership-Gallo	46239	165.00
					165.00
			Vendor Subtotal for Dept:4006		
Dept:4006					
100-4006-6160-00	Operating Supplies	Sports Supply Group, Inc.	Sports supplies-Field paint-flag fc	46136	167.04
					167.04
			Vendor Subtotal for Dept:4006		
Dept:4006					
100-4006-6160-00	Operating Supplies	Inkwerks Screen Printing & Design I	Hayman properties Bball Screens	46214	94.60
100-4006-6160-00	Operating Supplies	Inkwerks Screen Printing & Design I	Olo Restaurant Bball Screens	46214	94.60
100-4006-6160-00	Operating Supplies	Inkwerks Screen Printing & Design I	Malibu Chamber Orchestra Bball	46214	94.60
					283.80
			Vendor Subtotal for Dept:4006		
Dept:4006					
100-4006-6160-00	Operating Supplies	Legends Photography Studio	Deposit 2016 Basketball Picture I	46228	200.00
					200.00
			Vendor Subtotal for Dept:4006		
Dept:4006					
100-4006-6160-00	Operating Supplies	Smash Athletics Inc	Remainder of sponsorship shorts	46250	204.05
100-4006-6160-00	Operating Supplies	Smash Athletics Inc	Replenishment of Staff Polos & S	46290	427.55
					631.60
			Vendor Subtotal for Dept:4006		
Dept:4006					
100-4006-6160-00	Operating Supplies	Southeastern Security Consultants, I	Basketball coaches background cl	46252	37.00
					37.00
			Vendor Subtotal for Dept:4006		

Account Number	description	Vendor	Description	Check No	Amount
Dept:4006					
100-4006-6160-00	Operating Supplies	Staples Advantage	Office supplies-P&R-Youth sport:	46291	33.48
Vendor Subtotal for Dept:4006					33.48
Dept:4006					
100-4006-6160-00	Operating Supplies	U.S. Bank	Gallo K-Basketball supplies/expe	46254	365.03
100-4006-6160-00	Operating Supplies	U.S. Bank	Gallo K-Volleyball expenses	46254	34.59
100-4006-6160-00	Operating Supplies	U.S. Bank	Gallo K-Inkwerks-Soulcycle Spo	46254	125.43
Vendor Subtotal for Dept:4006					525.05
Dept:4007					
100-4007-5107-00	Contract Personnel	Diana L. A. Alvarez	Class instructor-D Alvarez-Spanis	46133	1,302.00
100-4007-5107-00	Contract Personnel	Diana L. A. Alvarez	Class instructor-D Alvarez-Spanis	46133	896.00
Vendor Subtotal for Dept:4007					2,198.00
Dept:4007					
100-4007-5107-00	Contract Personnel	M.C. Callaghan	Class instructor-MC Callaghan-Sv	46187	318.50
100-4007-5107-00	Contract Personnel	M.C. Callaghan	Class instructor-MC Callaghan-Si	46187	98.00
Vendor Subtotal for Dept:4007					416.50
Dept:4007					
100-4007-5107-00	Contract Personnel	Adrianna Fiori	Class instructor-A Fiori-Ballet 4-€	46146	1,817.90
100-4007-5107-00	Contract Personnel	Adrianna Fiori	Class instructor-A Fiori-Ballet 7-€	46146	623.00
Vendor Subtotal for Dept:4007					2,440.90
Dept:4007					
100-4007-5107-00	Contract Personnel	John C Kibler Jr	Class instructor-J Kibler-Zuma-1€	46151	1,032.50
Vendor Subtotal for Dept:4007					1,032.50
Dept:4007					
100-4007-5107-00	Contract Personnel	Shashana Rosen	Class instructor-S Rosen-Jazz HH	46245	739.20
Vendor Subtotal for Dept:4007					739.20
Dept:4007					

Account Number	description	Vendor	Description	Check No	Amount
100-4007-5107-00	Contract Personnel	Round Star West LLC	Class instructor-RSW-SSS-Kick&	46168	259.00
100-4007-5107-00	Contract Personnel	Round Star West LLC	Class instructor-RSW-SSS 2-3 10	46288	1,018.50
100-4007-5107-00	Contract Personnel	Round Star West LLC	Class instructor-RSW-SSS 3-4 10	46288	1,113.00
100-4007-5107-00	Contract Personnel	Round Star West LLC	Class instructor-RSW-SSS 4-5 10	46288	984.90
Vendor Subtotal for Dept:4007					3,375.40
Dept:4007					
100-4007-6160-00	Operating Supplies	U.S. Bank	Riesgo K-Event supplies/expenss	46254	25.38
100-4007-6160-00	Operating Supplies	U.S. Bank	Riesgo K-Improv Show Reception	46254	16.25
100-4007-6160-00	Operating Supplies	U.S. Bank	Reyna M-P&R-SendGrid email se	46254	9.95
Vendor Subtotal for Dept:4007					51.58
Dept:4008					
100-4008-5107-00	Contract Personnel	Marsha Cooper	Senior instructor-M Cooper-Stret	46192	642.00
Vendor Subtotal for Dept:4008					642.00
Dept:4008					
100-4008-5107-00	Contract Personnel	Laura DeMieri Fercano	Senior instructor-L Fercano-Choir	46202	420.00
Vendor Subtotal for Dept:4008					420.00
Dept:4008					
100-4008-5107-00	Contract Personnel	Gun Inger Hodgson	Senior instructor-I Hodgson-Add'	46150	21.00
Vendor Subtotal for Dept:4008					21.00
Dept:4008					
100-4008-5107-00	Contract Personnel	Tri - Yoga	Senior instructor-TriYoga-Chair/N	46253	225.00
Vendor Subtotal for Dept:4008					225.00
Dept:4008					
100-4008-5107-00	Contract Personnel	Claudia Zahn	Senior instructor-C Zahn-Theater-	46259	75.00
Vendor Subtotal for Dept:4008					75.00

Account Number	description	Vendor	Description	Check No	Amount
Dept:4008					
100-4008-6160-00	Operating Supplies	Staples Advantage	Office supplies-P&R Senior Cent	46291	43.36
Vendor Subtotal for Dept:4008					43.36
Dept:4008					
100-4008-6160-00	Operating Supplies	U.S. Bank	Odello T-Senior Ctr Theater Thur:	46254	4.30
100-4008-6160-00	Operating Supplies	U.S. Bank	Odello T-Senior Ctr Tea Time sup	46254	43.21
100-4008-6160-00	Operating Supplies	U.S. Bank	Frederiksen R-Senior Ctr tableclo	46254	169.15
100-4008-6160-00	Operating Supplies	U.S. Bank	Crittenden A-Senior Ctr Luncheon	46254	950.00
Vendor Subtotal for Dept:4008					1,166.66
Dept:4008					
100-4008-6176-00	Recreation Trip Admissions	U.S. Bank	Odello T-Senior Ctr excursion exp	46254	1,566.31
Vendor Subtotal for Dept:4008					1,566.31
Dept:4009					
100-4009-5107-00	Contract Personnel	Mattie S Garske	Teen & Senior Monthly Worksho	46205	300.00
Vendor Subtotal for Dept:4009					300.00
Dept:4009					
100-4009-6160-00	Operating Supplies	U.S. Bank	Riesgo K-Event supplies/expens	46254	273.97
Vendor Subtotal for Dept:4009					273.97
Dept:4010					
100-4010-5100-00	Professional Services	Paul Nguyen	City Parks Janitorial Svc-Nov'15	46134	2,920.00
Vendor Subtotal for Dept:4010					2,920.00
Dept:4010					
100-4010-5100-00	Professional Services	SWAG Corporation	Equestrian Park Security-Nov'15	46206	830.00
100-4010-5100-00	Professional Services	SWAG Corporation	Trancas Park Security Services-N	46273	830.00

Account Number	description	Vendor	Description	Check No	Amount
				Vendor Subtotal for Dept:4010	1,660.00
Dept:4010					
100-4010-5130-00	Parks Maintenance	Anawalt Lumber Co., Inc	P&R Park Maint supplies	46261	537.81
				Vendor Subtotal for Dept:4010	537.81
Dept:4010					
100-4010-5130-00	Parks Maintenance	Play Foundations Inc	Bluffs Park-Playground repairs of	46241	48,982.40
				Vendor Subtotal for Dept:4010	48,982.40
Dept:4010					
100-4010-5130-00	Parks Maintenance	ValleyCrest Landscape Maintenance	PCH Median plant installation	46256	1,260.00
100-4010-5130-00	Parks Maintenance	ValleyCrest Landscape Maintenance	PCH Median planter beds	46256	3,748.50
100-4010-5130-00	Parks Maintenance	ValleyCrest Landscape Maintenance	PCH Median work	46256	3,990.00
				Vendor Subtotal for Dept:4010	8,998.50
Dept:4010					
100-4010-5300-00	Travel and Training	U.S. Bank	Belter A-Training workshop in Ve	46254	109.00
100-4010-5300-00	Travel and Training	U.S. Bank	Delsi D-2016 Pesticide App Prof.	46254	90.00
				Vendor Subtotal for Dept:4010	199.00
Dept:4010					
100-4010-5610-00	Facility Maintenance	Anawalt Lumber Co., Inc	P&R Park Fac maint supplies	46261	7.61
				Vendor Subtotal for Dept:4010	7.61
Dept:4010					
100-4010-5610-00	Facility Maintenance	Bio Solutions, Inc	Trancas Park WWTS-Nov'15	46184	250.00
				Vendor Subtotal for Dept:4010	250.00
Dept:4010					
100-4010-5610-00	Facility Maintenance	U.S. Bank	Belter A-Equestrian Park supplies	46254	58.05
100-4010-5610-00	Facility Maintenance	U.S. Bank	Delsi D-Park Fac Maint supplies	46254	278.29

Account Number	description	Vendor	Description	Check No	Amount
Vendor Subtotal for Dept:4010					336.34
Dept:4010					
100-4010-5710-00	Facilities Rent	National Construction Rentals, Inc	Bluffs Portable Toilet rental-11/26	46236	382.60
Vendor Subtotal for Dept:4010					382.60
Dept:4010					
100-4010-5721-00	Telephone	Verizon California	Phone-Las Flores septic-Nov'15	46257	55.72
100-4010-5721-00	Telephone	Verizon California	Phone-23641 PCH-Median	46294	50.06
100-4010-5721-00	Telephone	Verizon California	Phone-LasFlores/Bluffs/Trancas p	46294	405.40
Vendor Subtotal for Dept:4010					511.18
Dept:4010					
100-4010-5722-00	Electricity	Southern California Edison Company	PCH Median-Nov'15	46289	26.80
100-4010-5722-00	Electricity	Southern California Edison Company	Parks/Recs-Nov'15	46289	603.35
100-4010-5722-00	Electricity	Southern California Edison Company	Rambla Pacifico-Nov'15	46289	26.81
Vendor Subtotal for Dept:4010					656.96
Dept:4010					
100-4010-5723-00	Water	LA Co MalibuTreasurer-Waterworks	Water-Equestrian Park-Fire-9/10-	46226	477.17
100-4010-5723-00	Water	LA Co MalibuTreasurer-Waterworks	Water-Equestrian Park-9/10-11/10	46226	345.78
100-4010-5723-00	Water	LA Co MalibuTreasurer-Waterworks	Water-Bluffs Park-9/22-11/23/15-	46226	7,293.89
100-4010-5723-00	Water	LA Co MalibuTreasurer-Waterworks	Water-Trancas Park-9/15-11/16/1:	46226	3,058.35
100-4010-5723-00	Water	LA Co MalibuTreasurer-Waterworks	Water-Scenic Signs-9/16-11/17/1:	46226	69.16
Vendor Subtotal for Dept:4010					11,244.35
Dept:4010					
100-4010-5723-00	Water	Ronald A Sagona/ Sagona's All-City I	Backflow testing-Nov'15	46246	535.00
Vendor Subtotal for Dept:4010					535.00
Dept:4010					

Account Number	description	Vendor	Description	Check No	Amount
100-4010-6400-00	Clothing & Emergency Gear	U.S. Bank	Belter A-4Imprint-Uniforms-Drev	46254	425.05
			Vendor Subtotal for Dept:4010		425.05
Dept:4011					
100-4011-5107-00	Contract Personnel	Josh Dulaney	Breakfast w/Santa-Character-12/1	46144	250.00
			Vendor Subtotal for Dept:4011		250.00
Dept:4011					
100-4011-5107-00	Contract Personnel	Jose Mercado	Caterer-Breakfast w/Santa-12/12/	46233	1,000.00
			Vendor Subtotal for Dept:4011		1,000.00
Dept:4011					
100-4011-6160-00	Operating Supplies	U.S. Bank	Riesgo K-Stargazing event suppli	46254	69.95
100-4011-6160-00	Operating Supplies	U.S. Bank	Riesgo K-Event supplies/expenss	46254	546.52
100-4011-6160-00	Operating Supplies	U.S. Bank	Riesgo K-Event supplies/expenss	46254	9.24
100-4011-6160-00	Operating Supplies	U.S. Bank	Riesgo K-Table linens cleaning	46254	30.00
100-4011-6160-00	Operating Supplies	U.S. Bank	Odello T-Special Halloween even	46254	30.01
100-4011-6160-00	Operating Supplies	U.S. Bank	Gallo K-Event expenses-Tiny Tot	46254	759.00
			Vendor Subtotal for Dept:4011		1,444.72
Dept:7001					
100-7001-5300-00	Travel and Training	Lou La Monte	Reimburse expenses 11/13-11/14/	46158	393.28
100-7001-5300-00	Travel and Training	Lou La Monte	Reimburse mileage-11/4-12/3/15-	46279	170.89
			Vendor Subtotal for Dept:7001		564.17
Dept:7001					
100-7001-5721-00	Telephone - Cellular Data	Verizon Wireless Services LLC	Cell Phone Service 11/24-12/23	46295	76.02
			Vendor Subtotal for Dept:7001		76.02
Dept:7001					
100-7001-6160-00	Operating Supplies	U.S. Bank	Thorsen J-Lunch meeting-Rosentl	46254	20.94

Account Number	description	Vendor	Description	Check No	Amount
					20.94
			Vendor Subtotal for Dept:7001		20.94
Dept:7001					
100-7001-6170-00	Events	Malibu Times	City Hall Open House Ad in Time	46280	360.00
					360.00
			Vendor Subtotal for Dept:7001		360.00
Dept:7001					
100-7001-6170-00	Events	Christy Rector	Reimburse expenses for City Hall	46286	356.34
					356.34
			Vendor Subtotal for Dept:7001		356.34
Dept:7001					
100-7001-6170-00	Events	U.S. Bank	Woodrow M-City Hall Open Hou	46254	705.19
100-7001-6170-00	Events	U.S. Bank	Myerhoff M-Advertising-City Ha	46254	4.36
					709.55
			Vendor Subtotal for Dept:7001		709.55
Dept:7002					
100-7002-5100-00	Professional Services	Affiliated Communications LLC dba	Water Hotline-ACI -Nov'15	46180	109.65
					109.65
			Vendor Subtotal for Dept:7002		109.65
Dept:7002					
100-7002-6160-00	Operating Supplies	U.S. Bank	Montano A-patch cable replacem	46254	8.45
					8.45
			Vendor Subtotal for Dept:7002		8.45
Dept:7003					
100-7003-5100-00	Professional Services	Integra Realty Resources-LA	Appraisal Svsc-Trancas Cyn Rd &	46215	13,250.00
					13,250.00
			Vendor Subtotal for Dept:7003		13,250.00
Dept:7003					
100-7003-5105-00	Grant Consultant	Barbara A. Cameron	Grant Consulting Services-Nov'14	46139	8,000.00

Account Number	description	Vendor	Description	Check No	Amount
					8,000.00
			Vendor Subtotal for Dept:7003		
Dept:7003					
100-7003-5105-01	Grant Consultant Expenses	Barbara A. Cameron	Grant Consulting Expenses-Nov'1	46139	9.43
					9.43
			Vendor Subtotal for Dept:7003		
Dept:7003					
100-7003-5300-00	Travel and Training	CA City Management Foundation	CCMF Member dinner @ CCCM	46189	65.00
					65.00
			Vendor Subtotal for Dept:7003		
Dept:7003					
100-7003-5300-00	Travel and Training	U.S. Bank	Thorsen J-CCCA Fall Summit loc	46254	441.28
100-7003-5300-00	Travel and Training	U.S. Bank	Thorsen J-League CA Cities City	46254	650.00
					1,091.28
			Vendor Subtotal for Dept:7003		
Dept:7003					
100-7003-5330-00	Dues & Memberships	U.S. Bank	Feldman R-ICMA Dues-J Thorser	46254	1,400.00
					1,400.00
			Vendor Subtotal for Dept:7003		
Dept:7003					
100-7003-5721-00	Telephone	Verizon Wireless Services LLC	Cell Phone Service 11/24-12/23	46295	135.93
					135.93
			Vendor Subtotal for Dept:7003		
Dept:7003					
100-7003-6160-00	Operating Supplies	U.S. Bank	Thorsen J-Lunch meeting-Thorse	46254	20.94
					20.94
			Vendor Subtotal for Dept:7003		
Dept:7005					
100-7005-5101-00	General Legal Counsel	Jenkins & Hogin, LLP	General Legal Svcs-Nov'15	46217	23,198.00

Account Number	description	Vendor	Description	Check No	Amount
				Vendor Subtotal for Dept:7005	23,198.00
Dept:7005					
100-7005-5102-00	Litigation	Jenkins & Hogin, LLP	Litigation Svcs-Nov'15	46217	63,660.15
				Vendor Subtotal for Dept:7005	63,660.15
Dept:7007					
100-7007-5100-00	Professional Services	Granicus, Inc	Granicus-Open Platform-Dec'15	46277	400.00
100-7007-5100-00	Professional Services	Granicus, Inc	Granicus-City Council Streaming	46277	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 Passpo	46254	35.00
				Vendor Subtotal for Dept:7007	35.00
Dept:7007					
100-7007-5100-01	Document Imaging Services	Konica Minolta Business Solutions U	Public access-OnBase Web Serve	46153	640.00
				Vendor Subtotal for Dept:7007	640.00
Dept:7007					
100-7007-5150-00	Elections	U.S. Bank	Pope L-Election Day supplies	46254	27.40
				Vendor Subtotal for Dept:7007	27.40
Dept:7007					
100-7007-5401-00	Advertising & Noticing	Malibu Times	Ordinance No. 400-full text publi	46230	120.00
				Vendor Subtotal for Dept:7007	120.00
Dept:7007					
100-7007-6160-00	Operating Supplies	U.S. Bank	Pope L-Remote PC access for Lis	46254	21.90

Account Number	description	Vendor	Description	Check No	Amount
				Vendor Subtotal for Dept:7007	21.90
Dept:7021					
100-7021-5100-00	Professional Services	Everbridge Inc	Emergency Notification Service 1	46200	18,500.00
				Vendor Subtotal for Dept:7021	18,500.00
Dept:7021					
100-7021-5330-00	Dues & Memberships	U.S. Bank	Davis B-CESA membership-Brad	46254	75.00
				Vendor Subtotal for Dept:7021	75.00
Dept:7021					
100-7021-5721-00	Telephone	Nextel / Sprint Communication	Cell Phone11/13-12/12/15	46238	83.14
				Vendor Subtotal for Dept:7021	83.14
Dept:7021					
100-7021-5721-00	Telephone	Remote Satellite Systems Int'l	Satellite Phones-Dec'15	46166	105.00
				Vendor Subtotal for Dept:7021	105.00
Dept:7021					
100-7021-5721-00	Telephone	Verizon California	Phone-Disaster Hot Line/Tier/E91	46294	325.81
				Vendor Subtotal for Dept:7021	325.81
Dept:7021					
100-7021-5721-00	Telephone	Verizon Wireless Services LLC	WiFi Hot Spot-EOC-Dec'15	46295	60.29
				Vendor Subtotal for Dept:7021	60.29
Dept:7021					
100-7021-6160-00	Operating Supplies	DirectTV, Inc.	Directv-EOC-Dec'15	46197	57.49
				Vendor Subtotal for Dept:7021	57.49

Account Number	description	Vendor	Description	Check No	Amount
Dept:7021					
100-7021-6160-00	Operating Supplies	U.S. Bank	Davis B-Emerg Prpd supplies	46254	65.18
Vendor Subtotal for Dept:7021					65.18
Dept:7021					
100-7021-6400-00	Clothing & Personal Supplies	U.S. Bank	Davis B-Emerg Prpd equipment	46254	631.10
Vendor Subtotal for Dept:7021					631.10
Dept:7031					
100-7031-5100-00	Professional Services	Kevin Mauch	Parking Citation Hearing Officer	46232	120.00
Vendor Subtotal for Dept:7031					120.00
Dept:7031					
100-7031-5106-00	Animal Control Services	LA Co Animal Care & Control	Animal Control-Oct'15	46154	4,294.04
Vendor Subtotal for Dept:7031					4,294.04
Dept:7031					
100-7031-5115-00	Law Enforcement Services	LA Co Sheriff'S Department	Law Enforce Svcs-Fingerprints-O	46156	148.38
Vendor Subtotal for Dept:7031					148.38
Dept:7031					
100-7031-5116-00	Sheriff's Services-Beach Team	LA Co Sheriff'S Department	Law Enforce Svcs-Beach Team-C	46156	35,424.97
Vendor Subtotal for Dept:7031					35,424.97
Dept:7031					
100-7031-5640-00	Equipment Maintenance	Kustom Signals, Inc	Sheriff equipment maintenance-re	46220	221.83
Vendor Subtotal for Dept:7031					221.83

Account Number	description	Vendor	Description	Check No	Amount
Dept:7031					
100-7031-5640-00	Equipment Maintenance	Southern California Edison Company	Tier-Nov'15	46289	131.18
				Vendor Subtotal for Dept:7031	131.18
Dept:7031					
100-7031-7800-00	Public Safety Equipment	Galls LLC	VOP Uniform	46148	238.35
				Vendor Subtotal for Dept:7031	238.35
Dept:7031					
100-7031-7800-00	Public Safety Equipment	U.S. Bank	Davis B-VOP Uniform	46254	259.34
				Vendor Subtotal for Dept:7031	259.34
Dept:7031					
100-7031-7800-00	Public Safety Equipment	Verizon Wireless Services LLC	WiFi Hot Spot-VOP-Dec'15	46295	40.37
				Vendor Subtotal for Dept:7031	40.37
Dept:7054					
100-7054-5100-00	Professional Services	Governmental Financial Service	FY 14/15 CAFR Preparation-Nov	46209	5,635.00
				Vendor Subtotal for Dept:7054	5,635.00
Dept:7054					
100-7054-5100-00	Professional Services	Lance,Soll&Lunghard CPA's, LLP	Add'l Fees FY 14-15-GASB 68/S	46159	4,930.00
				Vendor Subtotal for Dept:7054	4,930.00
Dept:7054					
100-7054-5100-01	City Treasurer	Peter Lippman	City Treasurer-Nov'15	46160	290.00
				Vendor Subtotal for Dept:7054	290.00
Dept:7054					
100-7054-5117-00	Film Permit Consultant	Solid Waste Solutions, Inc.	Film Permits-Nov'15	46172	32,770.42

Account Number	description	Vendor	Description	Check No	Amount
				Vendor Subtotal for Dept:7054	32,770.42
Dept:7054					
100-7054-5117-00	Film Permit Consultant	Verizon California	Phone-Film Fax	46294	37.96
				Vendor Subtotal for Dept:7054	37.96
Dept:7054					
100-7054-5205-00	Postage	U.S. Bank	Rector C-Postage-Finance	46254	21.35
				Vendor Subtotal for Dept:7054	21.35
Dept:7054					
100-7054-5300-00	Travel and Training	CA City Management Foundation	CCMF Member dinner @ CCCM	46189	65.00
				Vendor Subtotal for Dept:7054	65.00
Dept:7054					
100-7054-5300-00	Travel and Training	U.S. Bank	Thorsen J-CCCA Fall Summit loc	46254	193.64
100-7054-5300-00	Travel and Training	U.S. Bank	Thorsen J-CCCA Fall Summit reg	46254	425.00
100-7054-5300-00	Travel and Training	U.S. Bank	Thorsen J-League CA Cities City	46254	650.00
				Vendor Subtotal for Dept:7054	1,268.64
Dept:7054					
100-7054-5330-00	Dues & Memberships	Government Finance Officers Associ	GFOA CAFR Award Application	46207	435.00
				Vendor Subtotal for Dept:7054	435.00
Dept:7054					
100-7054-5330-00	Dues & Memberships	U.S. Bank	Feldman R-ICMA Dues-R Feldm:	46254	1,400.00
				Vendor Subtotal for Dept:7054	1,400.00
Dept:7054					
100-7054-5340-00	Transportation & Mileage	Reva Feldman	Reimburse milcage 11/4/15 meeti	46145	103.27

Account Number	description	Vendor	Description	Check No	Amount
					103.27
			Vendor Subtotal for Dept:7054		103.27
Dept:7054					
100-7054-6160-00	Operating Supplies	Staples Advantage	Office supplies-Finance	46291	5.77
					5.77
			Vendor Subtotal for Dept:7054		5.77
Dept:7054					
100-7054-6160-00	Operating Supplies	U.S. Bank	Feldman R-Lunch for Branding P	46254	105.79
100-7054-6160-00	Operating Supplies	U.S. Bank	Feldman R-Office supplies	46254	16.12
100-7054-6160-00	Operating Supplies	U.S. Bank	Montano A-Webex monthly charg	46254	24.00
					145.91
			Vendor Subtotal for Dept:7054		145.91
Dept:7058					
100-7058-5320-00	Recruitment Expense	Laboratory Corp. of America	PreEmployment Physical Lab Tes	46221	29.50
					29.50
			Vendor Subtotal for Dept:7058		29.50
Dept:7058					
100-7058-5320-00	Recruitment Expense	U.S. Bank	Walker J-HR Recruiting supplies-	46254	18.96
					18.96
			Vendor Subtotal for Dept:7058		18.96
Dept:7058					
100-7058-6170-00	Events	U.S. Bank	Woodrow M-HR event supplies-C	46254	109.31
100-7058-6170-00	Events	U.S. Bank	Feldman R-HR event supplies-Oc	46254	8.71
100-7058-6170-00	Events	U.S. Bank	Myerhoff M-HR event food-Oct'1	46254	915.60
100-7058-6170-00	Events	U.S. Bank	Walker J-HR event supplies-Oct'1	46254	48.80
100-7058-6170-00	Events	U.S. Bank	Rector C-HR event expenses-Oct'	46254	35.58
100-7058-6170-00	Events	U.S. Bank	Frederiksen R-HR event supplies	46254	120.94
					1,238.94
			Vendor Subtotal for Dept:7058		1,238.94
Dept:7059					
100-7059-5205-00	Postage	Purchase Power	Postage Meter Refills10/13-11/12	46165	3,000.00

Account Number	description	Vendor	Description	Check No	Amount
Vendor Subtotal for Dept:7059					3,000.00
Dept:7059					
100-7059-5210-00	Service Fees & Charges	Public Agency Retirement Srvc	PARS Admin Fee-Sep'15	46163	300.00
Vendor Subtotal for Dept:7059					300.00
Dept:7059					
100-7059-5640-00	Equipment Maintenance	Canon Solutions America, Inc	Copier Maint DRL61286-Plan 8/2	46140	57.33
100-7059-5640-00	Equipment Maintenance	Canon Solutions America, Inc	Copier Maint-HTK11335-P&R-II	46188	599.47
100-7059-5640-00	Equipment Maintenance	Canon Solutions America, Inc	Copier Maint-DRL41649-PubCnt	46188	290.99
100-7059-5640-00	Equipment Maintenance	Canon Solutions America, Inc	Copier Maint-GQM52870-ASD-I	46188	625.30
100-7059-5640-00	Equipment Maintenance	Canon Solutions America, Inc	Copier Maint HTK14196-PW 8/3	46266	265.29
Vendor Subtotal for Dept:7059					1,838.38
Dept:7059					
100-7059-5640-00	Equipment Maintenance	Precision Business Machine Inc	Printer Gen Svc-Bro HL5150/HL	46243	95.00
100-7059-5640-00	Equipment Maintenance	Precision Business Machine Inc	Printer Gen Svc-Bro HL1850	46243	95.00
100-7059-5640-00	Equipment Maintenance	Precision Business Machine Inc	Printer Gen Svc-HP CP5525	46285	95.00
Vendor Subtotal for Dept:7059					285.00
Dept:7059					
100-7059-5640-00	Equipment Maintenance	Xerox Corporation	Copier Maint-XC60-Color-E2B-6	46258	7.31
100-7059-5640-00	Equipment Maintenance	Xerox Corporation	Copier Maint-D110CP-BG0-9685	46258	15.12
Vendor Subtotal for Dept:7059					22.43
Dept:7059					
100-7059-5721-00	Telephone	Verizon California	Phone-City Hall Fac/Post Mtr/Tel	46294	564.83
Vendor Subtotal for Dept:7059					564.83
Dept:7059					
100-7059-5800-00	Equipment Leases	Xerox Corporation	Xerox Lease-D110CP BG0-96851	46258	965.60
100-7059-5800-00	Equipment Leases	Xerox Corporation	Xerox Lease-XC60-Color-E2B-6:	46258	704.88

Account Number	description	Vendor	Description	Check No	Amount
100-7059-5800-00	Equipment Leases	Xerox Corporation	Xerox Lease-C70EFI Hub 5 Port-	46258	331.61
100-7059-5800-00	Equipment Leases	Xerox Corporation	Xerox Lease-D110CP-BG0-9689'	46258	1,046.22
100-7059-5800-00	Equipment Leases	Xerox Corporation	Xerox-PDFKIT2-Dec'15	46296	80.31
Vendor Subtotal for Dept:7059					3,128.62
Dept:7059					
100-7059-6160-00	Operating Supplies	Centro Business Forms Inc.	2015 W-2's & 1099's	46267	174.68
Vendor Subtotal for Dept:7059					174.68
Dept:7059					
100-7059-6160-00	Operating Supplies	Precision Business Machine Inc	Printer Supplies	46243	194.58
100-7059-6160-00	Operating Supplies	Precision Business Machine Inc	Printer Supplies	46285	204.25
100-7059-6160-00	Operating Supplies	Precision Business Machine Inc	Printer Supplies	46285	25.75
Vendor Subtotal for Dept:7059					424.58
Dept:7059					
100-7059-6160-00	Operating Supplies	Staples Advantage	Office supplies-City Hall-paper	46291	345.29
100-7059-6160-00	Operating Supplies	Staples Advantage	Office supplies-ASD	46291	36.83
100-7059-6160-00	Operating Supplies	Staples Advantage	Office supplies-City Hall-paper	46291	250.81
100-7059-6160-00	Operating Supplies	Staples Advantage	Office supplies-ASD	46291	193.47
Vendor Subtotal for Dept:7059					826.40
Dept:7059					
100-7059-6160-00	Operating Supplies	U.S. Bank	Feldman R-Kitchen supplies	46254	47.87
100-7059-6160-00	Operating Supplies	U.S. Bank	Rector C-Misc supplies	46254	89.97
100-7059-6160-00	Operating Supplies	U.S. Bank	Frederiksen R-Branding supplies	46254	192.53
100-7059-6160-00	Operating Supplies	U.S. Bank	Neermann R-Staff luncheon supp	46254	77.14
Vendor Subtotal for Dept:7059					407.51
Dept:7059					
100-7059-6160-00	Operating Supplies	Zee Medical Inc	City Hall First Aid supplies	46260	154.51
Vendor Subtotal for Dept:7059					154.51
Dept:7059					
100-7059-7600-00	Office Equip/Furniture	U.S. Bank	Frederiksen R-City Hall Chairs (6	46254	944.90

Account Number	description	Vendor	Description	Check No	Amount
					944.90
			Vendor Subtotal for Dept:7059		944.90
					511,259.40
			Subtotal for Fund: 100		511,259.40
Fund: 101					
Dept:0000					
101-0000-3421-00	Planning Review Fees	Silvia Kuhle	Refund SPR 15-015-6708 Wildlif	46219	2,174.00
			Vendor Subtotal for Dept:0000		2,174.00
Dept:2001					
101-2001-5100-00	Professional Services	Lorrie Feinberg	Database updates-Planning-Nov'1	46216	4,821.25
			Vendor Subtotal for Dept:2001		4,821.25
Dept:2001					
101-2001-5100-00	Professional Services	Rincon Consultants, Inc	Contract Planners-Oct'15	46244	14,841.55
			Vendor Subtotal for Dept:2001		14,841.55
Dept:2001					
101-2001-5100-01	Coastal Dev. Permit Services	Compliance Biology, Inc.	City Biologist-Nov'15	46191	4,562.50
			Vendor Subtotal for Dept:2001		4,562.50
Dept:2001					
101-2001-5210-00	Service Fees & Charges	LA County Registrar-Recorder LA Co	CEQA Filing-28465 Via Acero St	46155	75.00
101-2001-5210-00	Service Fees & Charges	LA County Registrar-Recorder LA Co	CEQA Filing-21950 Pacific Coas	46222	75.00
101-2001-5210-00	Service Fees & Charges	LA County Registrar-Recorder LA Co	CEQA Filing-23401 Malibu Colo	46223	75.00
101-2001-5210-00	Service Fees & Charges	LA County Registrar-Recorder LA Co	CEQA Filing-27318 Winding Wa	46224	75.00
101-2001-5210-00	Service Fees & Charges	LA County Registrar-Recorder LA Co	CEQA Filing-5740 Calpine Drive	46225	75.00
			Vendor Subtotal for Dept:2001		375.00
Dept:2001					

Account Number	description	Vendor	Description	Check No	Amount
101-2001-5300-00	Travel and Training	Urban Insight Inc	Planetizen memberships-Bonnie/C	46164	648.00
			Vendor Subtotal for Dept:2001		648.00
Dept:2001					
101-2001-5300-00	Travel and Training	U.S. Bank	Salazar P-Sign Ordinance - Book	46254	57.51
			Vendor Subtotal for Dept:2001		57.51
Dept:2001					
101-2001-5401-00	Advertising & Noticing	Malibu Times	Public Notice Ad in Times-11/19/	46230	120.00
			Vendor Subtotal for Dept:2001		120.00
Dept:2001					
101-2001-5721-00	Telephone	Verizon Wireless Services LLC	Cell Phone Service 11/24-12/23	46295	56.43
			Vendor Subtotal for Dept:2001		56.43
Dept:2001					
101-2001-6160-00	Operating Supplies	Lautzenhisers Stationery, Inc	Planning Commission supplies	46227	217.18
101-2001-6160-00	Operating Supplies	Lautzenhisers Stationery, Inc	Planning Commission supplies	46227	293.35
			Vendor Subtotal for Dept:2001		510.53
Dept:2001					
101-2001-6160-00	Operating Supplies	Staples Advantage	Office supplies-Planning	46291	61.84
			Vendor Subtotal for Dept:2001		61.84
Dept:2004					
101-2004-5100-00	Professional Services	Cotton,Shires & Associates,Inc	Counter time-CSA-Oct'15	46193	2,626.50
101-2004-5100-00	Professional Services	Cotton,Shires & Associates,Inc	Counter hours-Nov'15-CSA	46269	2,023.50
101-2004-5100-00	Professional Services	Cotton,Shires & Associates,Inc	Admin Time-Nov'15-CSA	46269	112.50
101-2004-5100-00	Professional Services	Cotton,Shires & Associates,Inc	Coastal reviews-Nov'15-CSA	46269	2,225.00
			Vendor Subtotal for Dept:2004		6,987.50

Account Number	description	Vendor	Description	Check No	Amount
Dept:2004					
101-2004-5100-00	Professional Services	Fugro Consultants, Inc.	Counter hours-Nov'15-Fugro	46203	2,557.50
101-2004-5100-00	Professional Services	Fugro Consultants, Inc.	Geo Fixed Reviews-Nov'15-Fugro	46203	22,130.00
Vendor Subtotal for Dept:2004					24,687.50
Dept:2004					
101-2004-5100-00	Professional Services	Lorrie Feinberg	Database updates-Building Safety	46216	451.25
101-2004-5100-00	Professional Services	Lorrie Feinberg	CSI Permitting Software conversi	46216	522.50
Vendor Subtotal for Dept:2004					973.75
Dept:2004					
101-2004-5210-00	Service Fees & Charges	Dept. of Conservation	Strong Motion Instrum/Seismic H	46143	1,805.79
101-2004-5210-00	Service Fees & Charges	Dept. of Conservation	Strong Motion Instrum/Seismic H	46143	4,234.17
Vendor Subtotal for Dept:2004					6,039.96
Dept:2004					
101-2004-5300-00	Travel and Training	U.S. Bank	Peterson V-CALBO/ICC expense	46254	528.13
101-2004-5300-00	Travel and Training	U.S. Bank	Rossine T-MMASC Conf expense	46254	563.91
101-2004-5300-00	Travel and Training	U.S. Bank	Rossine T-CALBO training expen	46254	-102.70
Vendor Subtotal for Dept:2004					989.34
Dept:2004					
101-2004-5330-00	Dues & Memberships	International Code Council Inc	ICC Membership-Peterson/Gover	46213	135.00
Vendor Subtotal for Dept:2004					135.00
Dept:2004					
101-2004-5415-00	Public Records Printing	U.S. Bank	Ernst J-Copies & Scans-public inl	46254	870.00
Vendor Subtotal for Dept:2004					870.00
Dept:2004					
101-2004-5721-00	Telephone	Verizon Wireless Services LLC	Cell Phone Service 11/24-12/23	46295	165.41

Account Number	description	Vendor	Description	Check No	Amount
					Vendor Subtotal for Dept:2004
					165.41
Dept:2004					
101-2004-6160-00	Operating Supplies	Mark Boling	Reimburse-ESD supplies-Paint fo	46263	7.07
					Vendor Subtotal for Dept:2004
					7.07
Dept:2010					
101-2010-5100-00	Professional Services	Cotton,Shires & Associates,Inc	EH reviews-Nov'15-CSA	46269	16,342.00
					Vendor Subtotal for Dept:2010
					16,342.00
Dept:2010					
101-2010-5300-00	Travel and Training	U.S. Bank	Peterson V-EH interview panel ex	46254	117.91
					Vendor Subtotal for Dept:2010
					117.91
Dept:2010					
101-2010-5721-00	Telephones	Verizon California	Phone-Annex Fax Line	46294	55.72
					Vendor Subtotal for Dept:2010
					55.72
Dept:2010					
101-2010-5721-00	Telephones	Verizon Wireless Services LLC	Cell Phone Service 11/24-12/23	46295	68.72
					Vendor Subtotal for Dept:2010
					68.72
Dept:2010					
101-2010-6160-00	Operating Supplies	Riverside Rubber Stamp & Engravin	EH Counter Stamp	46287	90.99
					Vendor Subtotal for Dept:2010
					90.99
Dept:2012					
101-2012-5721-00	Telephone	Verizon Wireless Services LLC	Cell Phone Service 11/24-12/23-C	46295	40.01

Account Number	description	Vendor	Description	Check No	Amount
					Vendor Subtotal for Dept:2012
					40.01
Dept:3003					
101-3003-5100-00	Professional Services	Lorrie Feinberg	Database updates-Environmental	46216	285.00
					Vendor Subtotal for Dept:3003
					285.00
Dept:3003					
101-3003-5100-00	Professional Services	Southern CA Coastal Water Research	Water sampling-SCCWRP-thru 9/	46247	1,820.00
					Vendor Subtotal for Dept:3003
					1,820.00
Dept:3003					
101-3003-5300-00	Travel & Training	U.S. Bank	Rossine T-MMASC Conf expense	46254	563.91
101-3003-5300-00	Travel & Training	U.S. Bank	Brown R-Green Building Certific	46254	85.00
					Vendor Subtotal for Dept:3003
					648.91
Dept:3003					
101-3003-5340-00	Mileage	Jennifer Brown	Reimburse mileage-10/25-12/8/14	46264	19.26
					Vendor Subtotal for Dept:3003
					19.26
Dept:3003					
101-3003-5405-00	Printing	CR PRINT	Flyers	46194	501.84
					Vendor Subtotal for Dept:3003
					501.84
					Subtotal for Fund: 101
					89,074.50
Fund: 103					
Dept:9050					
101-9050-5610-00	Facilities Maintenance	Anawalt Lumber Co., Inc	City Hall Fac maint supplies	46261	94.51

Account Number	description	Vendor	Description	Check No	Amount
				Vendor Subtotal for Dept:9050	94.51
Dept:9050					
103-9050-5610-00	Facilities Maintenance	Aqua H2O Soultions Inc	City Hall Water Treatment-Dec'15	46182	348.89
				Vendor Subtotal for Dept:9050	348.89
Dept:9050					
103-9050-5610-00	Facilities Maintenance	Burns Pacific Construction Inc	City Hall El Nino Storm Prep-Sar	46186	3,246.18
				Vendor Subtotal for Dept:9050	3,246.18
Dept:9050					
103-9050-5610-00	Facilities Maintenance	W.W. Grainger,Inc	Exhaust & A/C Drive belts	46149	127.00
				Vendor Subtotal for Dept:9050	127.00
Dept:9050					
103-9050-5610-00	Facilities Maintenance	Master Cooling Corporation	HVAC repairs-PW office	46162	1,088.70
103-9050-5610-00	Facilities Maintenance	Master Cooling Corporation	HVAC repairs-P&R office	46162	254.00
103-9050-5610-00	Facilities Maintenance	Master Cooling Corporation	HVAC repairs-EH office	46162	410.94
103-9050-5610-00	Facilities Maintenance	Master Cooling Corporation	HVAC repairs-Server room	46162	552.15
				Vendor Subtotal for Dept:9050	2,305.79
Dept:9050					
103-9050-5610-00	Facilities Maintenance	Ronald A Sagona/ Sagona's All-City I	Annual Backflow testing	46170	405.00
				Vendor Subtotal for Dept:9050	405.00
Dept:9050					
103-9050-5610-00	Facilities Maintenance	StorageContainer.com	City Hall Storage Cont Rental-12/	46292	198.00
				Vendor Subtotal for Dept:9050	198.00
Dept:9050					
103-9050-5610-00	Facilities Maintenance	Uline Inc	Shelf stage lighting	46176	272.47
				Vendor Subtotal for Dept:9050	272.47
Dept:9050					
103-9050-5610-00	Facilities Maintenance	U.S. Bank	Frederiksen R-City Hall Fac Mair	46254	535.62

Account Number	description	Vendor	Description	Check No	Amount
				Vendor Subtotal for Dept:9050	535.62
Dept:9050					
103-9050-5721-00	Telephone	Verizon California	Phone-City Hall-Septic/Irrigation	46294	334.14
				Vendor Subtotal for Dept:9050	334.14
Dept:9050					
103-9050-5722-00	Electricity	Southern California Edison Company	City Hall-Nov'15	46289	5,111.46
				Vendor Subtotal for Dept:9050	5,111.46
Dept:9050					
103-9050-6160-00	Operating Supplies	Interline Brands Inc	City Hall supplies-bathrooms	46173	82.49
103-9050-6160-00	Operating Supplies	Interline Brands Inc	City Hall supplies-bathrooms	46173	706.68
				Vendor Subtotal for Dept:9050	789.17
Dept:9050					
103-9050-6160-00	Operating Supplies	U.S. Bank	Frederiksen R-City Hall supplies	46254	341.95
				Vendor Subtotal for Dept:9050	341.95
				Subtotal for Fund: 103	14,110.18
Fund: 203					
Dept:3009					
203-3009-5145-00	Dial A Ride Services	Khaled R. Karame	Dial-a-Ride Prog-Nov'15	46231	13,927.85
				Vendor Subtotal for Dept:3009	13,927.85
Dept:3009					
203-3009-5148-00	Special Event Rec Transit	U.S. Bank	Odello T-Senior Ctr Excursion tra	46254	1,055.63

Account Number	description	Vendor	Description	Check No	Amount
				Vendor Subtotal for Dept:3009	1,055.63
				Subtotal for Fund: 203	14,983.48
Fund: 207					
Dept:3004					
207-3004-5100-00	Professional Services	Solid Waste Solutions, Inc.	SWS Solid Waste-Nov'15	46251	3,328.00
				Vendor Subtotal for Dept:3004	3,328.00
Dept:3004					
207-3004-5401-00	Advertising & Noticing	Malibu Times	Recycle Ad in Times-Nov'15	46280	240.00
				Vendor Subtotal for Dept:3004	240.00
Dept:3004					
207-3004-6160-00	Operating Supplies	National Construction Rentals, Inc	Event Toilet Rental-11/14/15	46236	130.80
				Vendor Subtotal for Dept:3004	130.80
				Subtotal for Fund: 207.	3,698.80
Fund: 215					
Dept:7070					
215-7070-5931-01	Labor Exchange	Malibu Comm Labor Exchange	CDBG Day Labor Program-Nov'1	46229	578.00
				Vendor Subtotal for Dept:7070	578.00
				Subtotal for Fund: 215	578.00
Fund: 290					
Dept:6002					
290-6002-5100-00	Professional Services	David Taussig & Associates Inc	Big Rock Mesa-AD 98-1 Assessn	46142	130.00

Account Number	description	Vendor	Description	Check No	Amount
					Vendor Subtotal for Dept:6002
					130.00
Dept:6002					
290-6002-5100-00	Professional Services	Fugro Consultants, Inc.	Big Rock Mesa AD 98-1-Testing/	46147	12,527.90
					Vendor Subtotal for Dept:6002
					12,527.90
Dept:6002					
290-6002-5722-00	Electricity	Southern California Edison Compan	Asmt Dist Big Rock-Nov'15	46289	1,119.38
290-6002-5722-00	Electricity	Southern California Edison Compan	Big Rock Inland Pump-Nov'15	46289	68.98
					Vendor Subtotal for Dept:6002
					1,188.36
					Subtotal for Fund: 290
					13,846.26
Fund: 291					
Dept:6003					
291-6003-5100-00	Professional Services	Fugro Consultants, Inc.	Malibu Rd AD 98-3-Testing/Mon	46147	2,835.00
					Vendor Subtotal for Dept:6003
					2,835.00
Dept:6003					
291-6003-5722-00	Electricity	Southern California Edison Compan	Asmt dst Malibu Rd-Nov'15	46289	107.77
					Vendor Subtotal for Dept:6003
					107.77
					Subtotal for Fund: 291
					2,942.77
Fund: 292					
Dept:6004					
292-6004-5722-00	Electricity	Southern California Edison Compan	Asmt Dist Calle Del-Nov'15	46289	55.43
292-6004-5722-00	Electricity	Southern California Edison Compan	Asmt Dist Rambla-Nov'15	46289	27.53
292-6004-5722-00	Electricity	Southern California Edison Compan	Calle Del Barco-Nov'15	46289	26.07
					Vendor Subtotal for Dept:6004
					109.03

Account Number	description	Vendor	Description	Check No	Amount
					Subtotal for Fund: 292
					109.03
Fund: 310					
Dept:9025					
310-9025-7902-00	Park Projects	GMZ Engineering Inc	Construction-Las Flores Cyn Pha:	46275	40,208.75
					Vendor Subtotal for Dept:9025
					40,208.75
Dept:9049					
310-9049-5100-00	Professional Services	U.S. Bank	Ayala B-Postage-plans & specs	46254	53.70
					Vendor Subtotal for Dept:9049
					53.70
					Subtotal for Fund: 310
					40,262.45
Fund: 500					
Dept:7008					
500-7008-5130-00	Park Maintenance	Anawalt Lumber Co., Inc	P&R Legacy Park supplies	46261	21.78
					Vendor Subtotal for Dept:7008
					21.78
Dept:7008					
500-7008-5130-00	Park Maintenance	U.S. Bank	Delsi D-Legacy Park supplies-irri	46254	104.10
					Vendor Subtotal for Dept:7008
					104.10
Dept:7008					
500-7008-5130-00	Park Maintenance	ValleyCrest Landscape Maintenance	Legacy Park valve replacement	46256	400.00
					Vendor Subtotal for Dept:7008
					400.00
Dept:7008					
500-7008-5610-00	Facility Maintenance	Hilario Simental Jr	Septic pumping 23431 PCH-Anin	46199	460.00
500-7008-5610-00	Facility Maintenance	Hilario Simental Jr	Septic pumping 23431 PCH-Anin	46271	460.00
500-7008-5610-00	Facility Maintenance	Hilario Simental Jr	Septic pumping 23431 PCH-Anin	46271	460.00

Account Number	description	Vendor	Description	Check No	Amount
				Vendor Subtotal for Dept:7008	1,380.00
Dept:7008					
500-7008-5610-00	Facility Maintenance	GI Industries	Garbage-SuperCare-Nov'15-1831	46274	171.86
				Vendor Subtotal for Dept:7008	171.86
Dept:7008					
500-7008-5610-00	Facility Maintenance	Malibu Bay Company	Dec'15 Sewer Maint-23661 PCH	46161	1,766.00
				Vendor Subtotal for Dept:7008	1,766.00
Dept:7008					
500-7008-5610-00	Facility Maintenance	ValleyCrest Landscape Maintenance	Legacy Park mulch	46256	2,040.00
				Vendor Subtotal for Dept:7008	2,040.00
Dept:7008					
500-7008-5722-00	Electricity	Southern California Edison Company	23661 PCH-Nov'15	46289	563.75
				Vendor Subtotal for Dept:7008	563.75
				Subtotal for Fund: 500	6,447.49
Fund: 601					
Dept:3005					
601-3005-5722-00	Electricity	Southern California Edison Company	Electric Car Charger-Nov'15	46289	527.56
				Vendor Subtotal for Dept:3005	527.56
Dept:3005					
601-3005-6330-00	Vehicle Repair & Maintenance	U.S. Bank	Hart T-Fleet repairs-F026/F024/FI	46254	576.91
				Vendor Subtotal for Dept:3005	576.91
Dept:3005					

Account Number	description	Vendor	Description	Check No	Amount
601-3005-6500-00	Motor Fuels	Chevron & Texaco Bus. Card Srv	Gasoline for the period of 10/28-1	46141	661.41
Vendor Subtotal for Dept:3005					661.41
Dept:3005					
601-3005-6500-00	Motor Fuels	U.S. Bank	Aladjajian A-Fuel for Fleet	46254	36.30
601-3005-6500-00	Motor Fuels	U.S. Bank	Hart T-Fuel for fleet	46254	146.00
601-3005-6500-00	Motor Fuels	U.S. Bank	Belter A-Fuel for work truck	46254	133.54
601-3005-6500-00	Motor Fuels	U.S. Bank	Duboux R-Fuel for fleet	46254	41.81
601-3005-6500-00	Motor Fuels	U.S. Bank	Delsi D-Fuel for work truck	46254	322.44
601-3005-6500-00	Motor Fuels	U.S. Bank	Brown J-City vehicle gas	46254	27.02
Vendor Subtotal for Dept:3005					707.11
Subtotal for Fund: 601					2,472.99
Fund: 602					
Dept:7060					
602-7060-5300-00	Travel and Training	U.S. Bank	Reyna M-Phoenix Data Center tri	46254	437.18
Vendor Subtotal for Dept:7060					437.18
Dept:7060					
602-7060-5330-00	Dues & Memberships	U.S. Bank	Reyna M-DotGov Domain registr	46254	125.00
Vendor Subtotal for Dept:7060					125.00
Dept:7060					
602-7060-5630-00	Computer Maintenance	U.S. Bank	Reyna M-Computer maint	46254	86.62
Vendor Subtotal for Dept:7060					86.62
Dept:7060					
602-7060-5721-00	Telephone	U.S. Bank	Reyna M-Telephone equipment	46254	149.48
Vendor Subtotal for Dept:7060					149.48

Account Number	description	Vendor	Description	Check No	Amount
Dept:7060					
602-7060-5721-00	Telephone	Verizon	City Hall Fac Internet 11/28-12/2'	46293	364.99
Vendor Subtotal for Dept:7060					364.99
Dept:7060					
602-7060-5721-00	Telephone	Verizon Wireless Services LLC	Cell Phone Service 11/24-12/23	46295	200.74
Vendor Subtotal for Dept:7060					200.74
Dept:7060					
602-7060-6120-00	Computer Software < \$1,000	B & H Foto & Electronics Corporati	Adobe Acrobat Pro DC 2015-WIN	46183	4,968.00
Vendor Subtotal for Dept:7060					4,968.00
Dept:7060					
602-7060-6120-00	Computer Software < \$1,000	U.S. Bank	Reyna M-Computer software	46254	4,898.52
Vendor Subtotal for Dept:7060					4,898.52
Dept:7060					
602-7060-6160-00	Operating Supplies	U.S. Bank	Reyna M-Computer supplies	46254	1,263.16
Vendor Subtotal for Dept:7060					1,263.16
Dept:7060					
602-7060-7400-00	Computer Equipment	Dell Marketing L.P.	Dell Inspiron IT resources laptop	46195	909.67
Vendor Subtotal for Dept:7060					909.67
Dept:7060					
602-7060-7400-00	Computer Equipment	GovConnection Inc	2 new monitors-replacements	46208	452.50
602-7060-7400-00	Computer Equipment	GovConnection Inc	New printer-M Woodrow-Phaser	46276	543.91
Vendor Subtotal for Dept:7060					996.41
Dept:7060					
602-7060-7400-00	Computer Equipment	U.S. Bank	Reyna M-Computer equipment	46254	155.02

Account Number	description	Vendor	Description	Check No	Amount
				Vendor Subtotal for Dept:7060	155.02
				Subtotal for Fund: 602	14,554.79
Fund: 710					
Dept:0000					
710-0000-2270-04	Grading Bonds	Ovitz Family Trust	Refund-Grading Bond release-30'	46240	37,755.60
				Vendor Subtotal for Dept:0000	37,755.60
Dept:0000					
710-0000-2270-06	Special Event Deposits	Kirra Potts	Refund Sheriff's Fee-Miss Malibu	46242	3,688.55
				Vendor Subtotal for Dept:0000	3,688.55
Dept:0000					
710-0000-2270-12	Parks - Security Deposits	Alliant Insurance Services Inc	Facility Rentals-Spec Event Insur	46132	1,239.45
				Vendor Subtotal for Dept:0000	1,239.45
Dept:0000					
710-0000-2270-12	Parks - Security Deposits	Film This!	Refund Security Deposit-12/9/15-	46272	500.00
				Vendor Subtotal for Dept:0000	500.00
Dept:0000					
710-0000-2270-36	Senior Center Donations	U.S. Bank	Odello T-Wellness Expo food	46254	209.95
				Vendor Subtotal for Dept:0000	209.95
Dept:0000					
710-0000-2270-38	Traffic Engineering Reviews	Kimley-Horn and Associates Inc	23401 CCW-Whole Foods-Task 1	46152	335.36
710-0000-2270-38	Traffic Engineering Reviews	Kimley-Horn and Associates Inc	Task 1-Racquet Club-23847 Stuar	46152	227.70
710-0000-2270-38	Traffic Engineering Reviews	Kimley-Horn and Associates Inc	23401 CCW-Whole Foods-Task 1	46152	817.44
710-0000-2270-38	Traffic Engineering Reviews	Kimley-Horn and Associates Inc	Task 1-Racquet Club-23847 Stuar	46152	356.32

Account Number	description	Vendor	Description	Check No	Amount
710-0000-2270-38	Traffic Engineering Reviews	Kimley-Horn and Associates Inc	Task #1-3324 Malibu Cyn Rd-Ma	46152	482.08
710-0000-2270-38	Traffic Engineering Reviews	Kimley-Horn and Associates Inc	Task 1-Racquet Club-23847 Stuar	46152	201.74
Vendor Subtotal for Dept:0000					2,420.64
Dept:0000					
710-0000-2270-44	Library Event	Freedom Media LLC/ 22nd Century I	Library Speaker Series-Ad in Sur:	46179	292.50
Vendor Subtotal for Dept:0000					292.50
Dept:0000					
710-0000-2270-44	Library Event	U.S. Bank	Myerhoff M-Library Speaker Seri	46254	6.54
710-0000-2270-44	Library Event	U.S. Bank	Crittenden A-Library Speaker Ser	46254	66.93
Vendor Subtotal for Dept:0000					73.47
Dept:0000					
710-0000-2270-45	CCW Treatment Facility Phase I	RMC Water & Environment	SCAQMD Permit Fees-Treatment	46167	13,929.81
710-0000-2270-45	CCW Treatment Facility Phase I	RMC Water & Environment	SCAQMD Permit Fees-Legacy P:	46167	6,259.64
710-0000-2270-45	CCW Treatment Facility Phase I	RMC Water & Environment	SCAQMD Permit Fees-Bluffs Par	46167	2,424.63
Vendor Subtotal for Dept:0000					22,614.08
Dept:0000					
710-0000-2270-45	CCW Treatment Facility Phase I	State Water Resources Control	CCWTF-Recycled Water Review	46175	3,044.70
Vendor Subtotal for Dept:0000					3,044.70
Subtotal for Fund: 710					71,838.94
Report Total:					786,179.08



# Council Agenda Report

To: Mayor Rosenthal and the Honorable Members of the City Council

Prepared by: Lisa Pope, City Clerk *L. Pope*

Approved by: Jim Thorsen, City Manager *JT*

Date prepared: December 14, 2015 Meeting date: January 11, 2016

Subject: Approval of Minutes

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**RECOMMENDED ACTION:** Approve the minutes for the November 23, 2015 Regular City Council meeting.

**FISCAL IMPACT:** None.

**DISCUSSION:** Staff has prepared draft minutes for the November 23, 2015 Regular City Council meeting. Staff hereby submits the minutes for Council's approval.

**ATTACHMENTS:** November 23, 2015 Regular City Council meeting minutes

MINUTES  
MALIBU CITY COUNCIL  
REGULAR MEETING  
NOVEMBER 23, 2015  
COUNCIL CHAMBERS  
6:30 P.M.

**CALL TO ORDER**

Mayor Rosenthal 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 Laura Rosenthal; Mayor Pro Tem Lou La Monte; and Councilmembers Skylar Peak (via teleconference) and John Sibert

ABSENT: Councilmember Joan House

ALSO PRESENT: Christi Hogin, City Attorney; Jim Thorsen, City Manager; Reva Feldman, Assistant City Manager; Matt Myerhoff, Media Information Officer; Vic Peterson, Environmental Sustainability Director; Jennifer Brown, Senior Environmental Coordinator; Amy Crittenden, Recreation Manager; Bonnie Blue, Planning Director; Adrian Fernandez, Senior Planner; Bob Brager, Public Works Director; and Heather Glaser, Deputy City Clerk

**PLEDGE OF ALLEGIANCE**

Seth Jacobson led the Pledge of Allegiance.

**APPROVAL OF AGENDA**

MOTION Mayor Pro Tem La Monte moved and Councilmember Sibert seconded a motion to approve the agenda. The question was called and the motion carried 4-0, Councilmember House absent.

**REPORT ON POSTING OF AGENDA**

Deputy City Clerk Glaser reported that the agenda for the meeting was properly posted on November 12, 2015, with the amended agenda posted on November 19, 2015.

**ITEM 1 CEREMONIAL/PRESENTATIONS**

A. Presentation of City Tile to Carl Manisco, Office Assistant, for Seven Years of Service to the City of Malibu

Mayor Rosenthal presented the tile to Office Assistant Manisco.

Office Assistant Manisco thanked the Council, his parents, and Environmental Sustainability Director Peterson.

B. Los Angeles County Waterworks District 29 Water Conservation Update

Dave Rydman, Waterworks District 29 (District) Acting District Engineer, stated he had relocated to the Malibu office. He discussed conservation efforts in Malibu between June and October 2015. He stated Malibu's conservation suffered in October 2015, down to 19%, due to excessive heat. He reminded residents to turn off their sprinklers during any rain events. He recommended smart meters to aid in sprinkler system leak detection. He discussed anticipated El Niño rain events and available information resources. He urged everyone to download the County's free mobile application *The Works*.

Mayor Rosenthal thanked Mr. Rydman.

In response to Councilmember Sibert, Mr. Rydman discussed the District's program, put on by Los Angeles Discovery Cube, designed to educate third through fifth grade children about water conservation. He discussed the process of replacing meters with smart meters.

Mayor Pro Tem La Monte thanked Mr. Rydman for attending the Big Rock Homeowners Association meeting.

In response to Councilmember Peak, Mr. Rydman discussed usage notices being sent via certified mail by the District.

Mayor Rosenthal encouraged the public to have the District conduct a water audit to find leaks in their system.

**ITEM 2.A. PUBLIC COMMENTS**

Anne Payne discussed the recent election on Measure W and her concerns regarding traffic and truck unloading in the Civic Center.

Jefferson Wagner was not present at the time of the hearing.

Craig Foster discussed the recent Santa Monica-Malibu Unified School District (SMMUSD) Board of Education meeting and thanked the four Councilmembers that were able to attend. He discussed the City appointing members to a bipartisan committee to work through the financials of separation. In response to Mayor Pro Tem La Monte, Mr. Foster stated SMMUSD planned to bring the matter back to the Board of Education in December 2015. He stated the Council could be called upon to appoint committee members from the Malibu community.

Karen Farrer thanked the Council for supporting an independent Malibu School District.

Manel Sweetmore thanked the Council for supporting an independent Malibu School District. He requested the Council be willing to select community members, and one Councilmember, to serve on a committee to settle SMMUSD separation.

Lance Simmens discussed polychlorinated biphenyls (PCBs) and the need to create safer schools in Malibu. He requested the Council join in the citizen lawsuit against SMMUSD.

Enid Spear deferred her time to Jennifer deNicola.

Samantha deNicola deferred her time to Jennifer deNicola.

Jennifer deNicola discussed court appointed mediation with SMMUSD. She discussed contamination in Malibu schools. She requested the Council put an item on the next meeting agenda to explore ways the Council could assist. She requested the Council join the lawsuit against SMMUSD.

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

Shannyn Schack, Harry Barovsky Memorial Youth Commissioner, discussed the Commission's work on the recent Haunted Maze and Movie event on October 23, 2015, at Malibu Bluffs Park. She discussed upcoming events the Commission would be working on, including Battle of the Bands and the Malibu Teen Film Festival.

City Manager Thorsen wished all a happy Thanksgiving. He reminded the public they could obtain sand bags from Will Rodgers Beach and Zuma Beach. He thanked Office Assistant Manisco for seven years of service.

In response to Mayor Rosenthal, City Attorney Hogin stated any committee appointed by the Council was subject to the Brown Act. In response to Mayor Pro Tem La Monte, City Attorney Hogin stated that even recommendations to another group, such as Advocates for Malibu Public Schools (AMPS), could be perceived as trying to get around the Brown Act. In response to Councilmember Sibert, City Attorney Hogin stated an individual Councilmember could join any committee on their own without issue. In response to Councilmember Peak, City Attorney Hogin discussed the parameters of a Brown Act body. She stated the Council could not create a political group that could privately strategize.

Mr. Foster stated either the Council or SMMUSD would have to create the committee to settle SMMUSD separation. He requested the Council indicate they were willing to play a role in the creation of a committee lead by SMMUSD.

In response to Mayor Rosenthal, Councilmember Sibert stated there was an item on the agenda later in the evening during which the Council could discuss creation of a committee.

## **ITEM 2.C. SUBCOMMITTEE REPORTS / COUNCIL COMMENTS**

In response to Councilmember Sibert, City Attorney stated the City could not spend taxpayer monies on public education. Councilmember Sibert requested an item be put on a future agenda regarding the lawsuit against SMMUSD. City Attorney Hogin stated the Council had already discussed the matter and taken a position, which could be leveraged to put some pressure on SMMUSD to take care of the issues raised in the lawsuit.

In response to Mayor Rosenthal, City Attorney Hogin stated the Mayor could always send a letter to the SMMUSD reiterating the position already taken by the Council.

In response to Councilmember Peak, City Attorney Hogin discussed the lawsuit against SMMUSD and stated the Council had already taken its position. Councilmember Peak stated he wanted to do what was best for the outcome of the lawsuit.

Councilmember Sibert stated he met with a new director of the Los Angeles County Metropolitan Transportation Authority at the Las Virgenes-Malibu Council of Governments meeting. He stated he attended a meeting at Beverly Hills City Hall put together by Congressman Ted Lieu regarding the West Los Angeles Veteran Affairs Healthcare Center. He indicated a desire to write a letter of support to Congressman Lieu's bill for veteran housing units, etc.

Mayor Pro Tem La Monte stated he supported sending a letter of support to Congressman Lieu.

Councilmember Peak agreed with sending a letter of support to Congressman Lieu.

Mayor Pro Tem La Monte stated he attended Veterans Day public ceremony in Malibu Legacy Park, the Pt. Dume Traffic Management community meeting, the California Contract Cities Association Annual Educational Fall Summit. He congratulated Vintage Market on its recent voluntary installation of parking bollards. He stated he and Assistant City Manager Feldman attended the California Contract Cities Annual Municipal Seminar. He stated he attended the

SMMUSD Board of Education meeting. He wished all a happy Thanksgiving. He announced Small Business Saturday on November 28, 2015.

Councilmember Peak wished all a happy Thanksgiving.

Mayor Rosenthal requested City Manager Thorsen look into Ms. Payne's concern regarding truck unloading in the Civic Center. She thanked Commissioner Schack for the Harry Barovsky Memorial Youth Commission update. She stated she released butterflies at the Emily Shane Foundation event at Malibu Bluff Park. She stated she attended a Library Subcommittee meeting. She thanked the Council, Mr. Sweetmore, Ms. Farrer, Richard "TJ" Tahvildaran-Jesswein, and especially Mr. Foster for their hard work for an independent Malibu School District. She stated she attended a discussion at Santa Monica College Public Policy Institute regarding public policy and the arts. She thanked everyone that attended the Pt. Dume Traffic Management community meeting. She announced a Zoning Ordinance Revisions and Code Enforcement Subcommittee (ZORACES) meeting on December 14, 2015, a Business Roundtable on December 4, 2015, a Household Hazardous & E-Waste Collection event on December 5, 2015, the City's Holiday Open House on December 10, 2015, an El Niño Preparedness Presentation on December 12, 2015, and Breakfast with Santa on December 12, 2015. She wished all a happy thanksgiving.

### **ITEM 3            CONSENT CALENDAR**

Item No. 3.B.7. was pulled by the public.

MOTION            Councilmember Sibert moved and Mayor Pro Tem La Monte seconded a motion to approve the Consent Calendar, with the exception of Item No. 3.B.7. The question was called and the motion carried 4-0, Councilmember House absent.

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 45860-45962 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. 562 in the amount of the warrant appearing opposite their names, for the purposes stated on the respective demands in a total

amount of \$471,328.89. City of Malibu payroll check numbers 4606-4611 and ACH deposits were issued in the amount of \$172,139.96.

3. Approval of Minutes  
Recommended Action: Approve the minutes for the October 26, 2015 Regular City Council meeting.
4. Amendment No. 6 to Agreement with Lance, Soll & Lunghard, LLP for Financial Auditing Services  
Recommended Action: Authorize the City Manager to negotiate and execute Amendment No. 6 to Agreement with Lance, Soll & Lunghard, LLP.
5. Amendment to Agreement with SC PrimeSource, Inc. for Custodial Services  
Recommended Action: Authorize the City Manager to execute Amendment No. 3 to the Professional Services Agreement with SC PrimeSource, Inc. for custodial services at Malibu City Hall.
6. Amendment No. 2 to Agreement with Wormhoudt Inc.  
Recommended Action: Authorize the City Manager to execute Amendment No. 2 to the Professional Services Agreement with Wormhoudt Inc. for skatepark design services to extend the agreement to November 13, 2017.

The following item was pulled for individual consideration:

7. Amendments to Agreements for the Seaboard Road Project Environmental Impact Report  
Recommended Action: 1) Authorize the City Manager to execute Amendment No. 2 to the Agreement with Rincon Consultants, Inc. for the preparation of an Environmental Impact Report for the 21000 and 21100 Seaboard Road Lot Line Adjustment and Coastal Development Permit Project; and 2) authorize the City Manager to execute Amendment No. 2 to the Agreement with the Breitman Residence Trust dated October 1, 2003.

Planning Director Blue presented the staff report.

Norm Haynie, on behalf of Mr. and Mrs. Breitman, stated a comprehensive Environmental Impact Report (EIR) was needed for the project.

John Morris deferred his time to Luzann Fernandez.

Luzann Fernandez stated the project had been delayed for five years. She questioned why the cost for a focused EIR was the same as the cost for a full EIR. She discussed graywater use in Big Rock. She questioned road expansion in compliance with the Fire Code and alternate access to the

property.

Peter Monge deferred his time to Ernest Guadiana.

Stuart Townsend deferred his time to Ernest Guadiana.

Al Braussam deferred his time to Ernest Guadiana.

Ernest Guadiana, Elkins Kalt Weintraub Reuben Gartside LLP on behalf of homeowners in the Big Rock area, stated a full EIR would show significant property access issues, as well as and possibly insurmountable traffic and health and safety impacts of the project.

Arlene Braussad deferred her time to Kraig Hill.

Ralf Mosig deferred his time to Kraig Hill.

Cliff Brigden deferred his time to Kraig Hill.

Hashi Clark deferred her time to Kraig Hill.

Janet Fulk deferred her time to Kraig Hill.

David Olan deferred his time to Kraig Hill.

Kraig Hill stated he compiled 73 pages of potential impacts. He questioned easement access to the property and expressed concern for the surrounding environmentally sensitive habitat areas (ESHA). He requested the Planning Department consider all relevant information.

Deirdre Roney stated Mr. Breitman should obtain access from Las Flores Canyon Road or Pacific Coast Highway (PCH) and not Seaboard Road. She stated a new, properly funded EIR should be done from scratch, addressing the cumulative impact of the project.

Gene Broussard quoted Councilmember Sibert from 2009. He questioned the limited scope included with the amendment to the agreement with Rincon.

Mayor Pro Tem La Monte discussed the project. He stated the EIR should be done from scratch.

Councilmember Sibert stated the EIR should be done from scratch.

In response to Councilmember Peak, City Manager Thorsen clarified the

matters before Council were agreement amendments. Councilmember Peak stated a full EIR should be done from scratch.

Mayor Rosenthal stated access from PCH and the analysis of the 10,000 square feet of ESHA should be added to the EIR.

Senior Planner Fernandez stated the administrative draft EIR addressed all of the concerns raised. He stated the amendments to the agreements would fund updating the original EIR with current standards and data.

City Manager Thorsen stated the proposed EIR would cover all the concerns raised thus far.

In response to City Attorney Hogin, Councilmember Sibert stated the original EIR had not been responsive to the concerns original raised in 2009.

Planning Director Blue clarified that the property owner was not preparing the EIR.

Councilmember Sibert stated the Council and community were skeptical of the EIR that was being prepared. In response to Councilmember Sibert, City Attorney Hogin stated that the amendments provided the funding to get answers to the questions the Council was asking.

**MOTION**

Mayor Pro Tem La Monte moved and Councilmember Sibert seconded a motion to: 1) authorize the City Manager to execute Amendment No. 2 to the Agreement with Rincon Consultants, Inc. for the preparation of an Environmental Impact Report for the 21000 and 21100 Seaboard Road Lot Line Adjustment and Coastal Development Permit Project; and 2) authorize the City Manager to execute Amendment No. 2 to the Agreement with the Breitman Residence Trust dated October 1, 2003. The question was called and the motion carried 4-0, Councilmember House absent.

**ITEM 4      ORDINANCES AND PUBLIC HEARINGS**

None.

**ITEM 5      OLD BUSINESS**

None.

**ITEM 6      NEW BUSINESS**

None.

**ITEM 7      COUNCIL ITEMS**

A.      Fix Our Roads Coalition (Mayor Rosenthal)

Recommended Action: At the request of Mayor Rosenthal, 1) adopt Resolution No. 15-68 urging the State of California to adopt new sustainable funding for state and local transportation infrastructure; 2) Direct Public Works staff to provide the League of California Cities with a list of City projects that could be funded by a new funding package; and 3) direct staff to complete the registration process for the City of Malibu to join the Fix Our Roads Coalition.

Paul Grisanti, Public Works Commissioner, discussed the proposal to raise fuel taxes, license fees, registration fees, and road use fees. He indicated opposition to the staff recommendation.

Mayor Rosenthal discussed infrastructure and transportation funding.

Mayor Pro Tem La Monte thanked Mr. Grisanti for his input. He discussed the need for funding and indicated support for the staff report.

Councilmember Sibert and Councilmember Peak concurred.

MOTION

Mayor Rosenthal moved and Councilmember Sibert seconded a motion to: 1) adopt Resolution No. 15-68 urging the State of California to adopt new sustainable funding for state and local transportation infrastructure; 2) Direct Public Works staff to provide the League of California Cities with a list of City projects that could be funded by a new funding package; and 3) direct staff to complete the registration process for the City of Malibu to join the Fix Our Roads Coalition. The question was called and the motion carried 4-0, Councilmember House absent.

City Manager Thorsen stated a copy of the resolution would be sent to the appropriate legislative bodies.

B.      Unification of a Malibu Unified School District (Councilmembers Peak and Sibert)

Recommended Action: At the request of Councilmember Peak and Councilmember Sibert, authorize the Mayor to send a letter to the Santa Monica-Malibu Unified School District (SMMUSD) Board of Education requesting that it place an item on an upcoming agenda, as quickly as possible, in support of placing the unification of a Malibu Unified School District on the ballot for the next available SMMUSD election.

Councilmember Peak presented the staff report.

Councilmember Sibert stated the proposed letter would support the item or issue being placed on the next available ballot or agenda.

Mayor Rosenthal stated SMMUSD could not place the item on a ballot.

Mr. Foster stated the goal was to make it clear that the community and the Council saw an independent Malibu School District as being central to Malibu's educational and community health.

Councilmember Sibert stated the letter was an appropriate time to signal support for the formation of a committee to settle SMMUSD separation.

Councilmember Peak stated the letter showed the Council's continued support.

Mayor Rosenthal stated the letter was an important step in showing continued support for the formation of a Malibu Unified School District and support for the formation of a committee.

MOTION Mayor Pro Tem La Monte moved and Councilmember Peak seconded a motion to authorize the Mayor to send a letter to the Santa Monica-Malibu Unified School District (SMMUSD) Board of Education requesting that it place an item on an upcoming agenda, as quickly as possible, in support of placing the unification of a Malibu Unified School District on the ballot for the next available SMMUSD election and in support of forming a committee to settle SMMUSD separation. The question was called and the motion carried 4-0, Councilmember House absent.

C. Schools Subcommittee (Mayor Pro Tem La Monte)

Recommended Action: At the request of Mayor Pro Tem La Monte, dissolve the City Council Schools Subcommittee.

Mayor Pro Tem La Monte stated the Council was heavily involved with school issues and wanted to avoid any appearance of impropriety.

MOTION Mayor Pro Tem La Monte moved and Mayor Rosenthal seconded a motion to dissolve the City Council Schools Subcommittee. The question was called and the motion carried 4-0, Councilmember House absent.

**ADJOURNMENT**

MOTION At 8:39 p.m Mayor Rosenthal adjourned in the memory of victims of the recent terrorist attacks in France.

Approved and adopted by the City Council of the  
City of Malibu on \_\_\_\_\_, 2015.

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LAURA ROSENTHAL, Mayor

ATTEST:

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LISA POPE, City Clerk  
(seal)



# Council Agenda Report

To: Mayor Rosenthal and the Honorable Members of the City Council

Prepared by: Barbara Cameron, Grants Consultant

Approved by: Jim Thorsen, City Manager 

Date prepared: December 7, 2015 Meeting date: January 11, 2016

Subject: Memorandum of Understanding for Integrated Regional Water Management Planning and Implementation

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**RECOMMENDED ACTION:** 1) Adopt Resolution No. 16-01 authorizing the City's participation with other agencies in the Greater Los Angeles County (GLAC) Region Integrated Regional Water Management Plan Leadership Committee for the purpose of coordinating water resource planning activities related to grant funding including, but not limited to, California Proposition 1 and project implementation; and 2) appoint the City Manager, or his designee, as agent to conduct all negotiations and sign all documents which may be necessary to sign the Memorandum of Understanding (MOU).

**FISCAL IMPACT:** None.

**DISCUSSION:** The City has been an active participant in the Greater Los Angeles Integrated Water Management Program (IRWMP) on the multi-agency Leadership Committee and the North Santa Monica Bay Watersheds Steering Committee since inception of this California Department of Water Resources (DWR) program. On December 31, 2006, the City and other Los Angeles County entities signed the first MOU formalizing the Integrated Regional Water Management Group (Group). A new MOU in 2012, extending the term of the agreement through 2017, was approved by the City on January 28, 2013 through adoption of Resolution No. 13-04. The DWR includes new criteria with each new funding source requiring the updates to the MOU. The Operating Guidelines for the Group are incorporated in the MOU as Exhibit B. The focus of this funding source is to improve water supply, water conservation and water quality, provide flood protection, and undertake programs and projects to enhance natural resource protection and recreation opportunities. Active participation on the Leadership Committee improves opportunities to learn more about funding programs and is also a way to improve funding success for other agencies that provide services and programs in Malibu.

Since inception of this grant program, the GLAC IRWM region has been awarded over \$130 million, with a substantial portion going to agencies serving Malibu. The City of Malibu has been notified that its application for the Comprehensive Water Conservation Project grant will be awarded at least \$1 million from Proposition 84 for drought management projects. In addition, the project funding will include more than \$500,000 in matching funds from Los Angeles County Waterworks District 29, West Basin Municipal Water District, and the Metropolitan Water District. This project could begin as early as April 2016.

ATTACHMENTS:

1. Resolution No. 16-01
2. 2015 MOU for Integrated Regional Water Management Planning and Implementation for the Greater Los Angeles Region

## RESOLUTION NO 16-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MALIBU TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH OTHER INTERESTED PARTIES THAT BECOME SIGNATORIES TO SAID MEMORANDUM OF UNDERSTANDING TO CONTINUE THE REGIONAL WATER MANAGEMENT GROUP AND FUNCTION IN ACCORDANCE WITH THE INTEGRATED REGIONAL WATER MANAGEMENT PLANNING ACT OF 2002 AND RELATED SUBSEQUENT LEGISLATION

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

### SECTION 1. Recitals.

A. On December 11, 2006, the City signed a Memorandum of Understanding (MOU) related to Proposition 50 grant funding with other interested parties to form a Regional Water Management Group (Group) to create an Integrated Regional Water Management Plan (IRWMP) for the Greater Los Angeles County Region in accordance with the Integrated Regional Water Management Planning Act of 2002, Division 6, Part 2.2 of the California Water Code and related subsequent legislation.

B. The Group applied for and received a \$25 million grant to implement fourteen projects in the Region, including two within the City of Malibu. The 2006 IRWMP MOU will remain in affect until these projects are completed.

C. The Group wishes to coordinate its long-term water resources management planning efforts to address water supply and water quality needs and objectives by integrating strategies and projects that may include water conservation and recycling, desalination, conjunctive use, flood management, stormwater and urban runoff quality, wastewater quality, habitat restoration and protection, wetlands enhancement and creation, recreation, open space, and other water resources management initiatives undertaken by each member of the Group.

D. In 2008, the Group entered into a new 5-year MOU that expanded the funding opportunities to include Proposition 84 and any other mutually beneficial funding sources and to develop, administer, update and implement the IRWMP.

E. Since 2008, the Group has been awarded \$1 million planning grant to amend the IRWMP and \$76,295,376 million to implement various projects in the region, including one in Malibu from Proposition 84 funding programs.

F. In 2012, the Group entered into a new MOU, approved by the City on January 28, 2013, which allowed the Group to continue to coordinate, share information and jointly apply for grant funding through December 31, 2017.

G. In 2015, when the Los Angeles Gateway Integrated Regional Water Management Joint Powers Authority became a member of the Leadership Committee, additional MOU changes

Resolution No. 16-01  
Page 2 of 2

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were needed. In addition, inconsistencies were identified in the 2013 MOU, which have been corrected in the current MOU, which will expire on December 31, 2020.

SECTION 2. The City Council hereby authorizes and directs the City Manager, or his designee, to sign a new MOU to continue its participation in the Group and conduct business in accordance with the MOU, including but not limited to, amending the IRWMP, as specified in the Integrated Regional Water Management Planning Act of 2002, Division 6, Part 2.2 of the California Water Code and related subsequent legislation.

SECTION 3. 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 11<sup>th</sup> day of January 2016.

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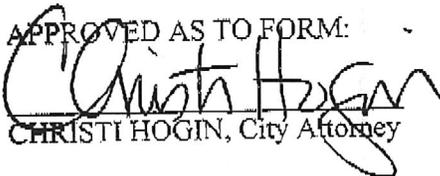
LAURA ROSENTHAL, Mayor

ATTEST:

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LISA POPE, City Clerk  
(seal)

APPROVED AS TO FORM:

  
CHRISTI HOGIN, City Attorney

**Memorandum of Understanding for  
Integrated Regional Water Management Planning and  
Implementation for the  
Greater Los Angeles County Region**

This Memorandum of Understanding for Integrated Regional Water Management Planning and Implementation ("**MOU**") is dated \_\_\_\_\_ ("**Effective Date**") and is between the signatories to this MOU, each of which is referred to individually as a "**Party**" and collectively as the "**Parties.**"

The Parties are each local agencies or non-profit organizations involved with regional water management issues in the Greater Los Angeles County ("**GLAC**") area shown on Exhibit A (the "**GLAC Region**").

It is in the best interests of the Parties and the GLAC Region that the Parties' shared water resources are responsibly managed, protected, and conserved to the extent feasible.

Pursuant to the Integrated Regional Water Management Planning Act of 2002, Division 6, Part 2.2 of the California Water Code (the "**Act**"), several of the Parties entered into a Memorandum of Understanding in 2008 ("**2008 MOU**"), which was renewed in 2012 ("**2012 MOU**"). The purpose of those memoranda of understanding was to formally establish a governance structure called the "Leadership Committee" to coordinate and share information concerning water resources management planning programs and projects and other information for grant funding and Integrated Regional Water Management Plan ("**IRWMP**") implementation.

The 2012 MOU established that the Leadership Committee would become the Regional Water Management Group ("**RWMG**") for the GLAC Region, in accordance with the Act. The 2012 MOU will expire on December 31, 2017.

The Parties intend by this MOU to continue the RWMG, provide procedures for adding and replacing members of the RWMG, and to develop, administer, update, and implement an IRWMP for the GLAC Region.

The Parties therefore agree as follows:

**SECTION 1. PURPOSES AND GOALS**

The Parties desire to coordinate and share information concerning water resources management planning programs and projects and other information for grant funding and IRWMP implementation, and to improve and maintain overall communication among the Parties. It is anticipated that coordination and information sharing among the Parties will assist the Parties in achieving their respective missions and contribute to the overall well-being of the GLAC Region.

## SECTION 2. JOINT PLANNING FOR PROJECTS AND PROGRAMS

### 2.1 Projects and Programs:

The Parties intend to coordinate and collaborate to develop and implement projects and programs. The Parties recognize that coordinated projects can achieve greater benefits than single purpose projects. Applicable projects and programs include, but are not limited to, the following:

2.1.1 An IRWMP for the GLAC Region; and

2.1.2 Solicitation of external funding for implementation of the IRWMP for the GLAC Region.

2.2 Formation of the RWMG. The Parties hereby re-establish and continue the RWMG pursuant to California Water Code section 10539.

2.3 Governance and Operations of the RWMG. The RWMG is also known as the "Leadership Committee" and is composed of the Parties. The RWMG's procedures are set forth in the *Guidelines for the Operation of the Regional Water Management Group and Steering Committees for the Greater Los Angeles County Region Integrated Regional Water Management Plan ("Operating Guidelines")* attached as Exhibit B. The Operating Guidelines serve as the basis for the RWMG's decision-making process, and will be reviewed by the RWMG as necessary and may be amended by vote of the RWMG according to the voting procedure set forth in the Operating Guidelines. The Operating Guidelines must be consistent with this MOU, and are void to the extent they are in conflict with this MOU.

2.4 New Parties: Any non-Party may become a member of the RWMG and a Party to this MOU upon the following conditions:

2.4.1 The prospective member is a public agency or non-profit organization that has a role in water supply or water management and is approved as a member according to the procedures set forth in the Operating Guidelines (as that term is defined above); and

2.4.2 The prospective member formally approves and duly executes and agrees to be bound by this MOU; and

2.4.3 The prospective member is approved by a majority vote of the Leadership Committee.

2.5 Membership Requirement and Notification: When a non-Party entity is voted to be a member of the RWMG, that member-elect must approve and sign this MOU within 90 days after election in order to be formally seated on the RWMG. Upon the member-elect's approval of this MOU, the member-elect will automatically become a Party under this MOU, and may replace an outgoing Party in accordance with the Operating Guidelines. Exhibit C to this MOU will be changed to add the new Party and to delete

the outgoing Party, if any. Exhibit C will be made public on the RWMG's website, and the Chair of the Leadership Committee shall cause a written notice of the Party change to be mailed to all Parties within 10 business days after the change. The addition of (or replacement of a Party by) a new member-elect will be made through this procedure and does not require an amendment to this MOU.

## 2.6 Preparation and Adoption of the IRWMP

2.6.1 The RWMG will facilitate the development and implementation of the IRWMP for the GLAC IRWM Region.

2.6.2 The Parties each hereby adopt and approve the IRWMP. The Parties also hereby adopt and approve any updated IRWMP that is approved by the RWMG according to the procedures set forth in the Operating Guidelines.

2.7 Endorsement by Other Entities. The Parties should encourage other entities to adopt resolutions endorsing the GLAC IRWM Region's IRWMP. Endorsements do not obligate entities beyond the demonstration of support for regional water management cooperation. Entities endorsing the GLAC IRWM Region's IRWMP will not be members of the RWMG or Parties unless they are added to the MOU in accordance with Section 2.

## **SECTION 3. GENERAL PROVISIONS**

3.1 Term: This MOU will become effective on approval of a majority of the Parties and will expire on December 31, 2020.

3.2 Construction of Terms: This MOU is for the sole benefit of the Parties and does not grant rights to any non-Party or impose obligations on a Party in favor of any non-Party.

3.3 Good Faith: Each Party shall use reasonable efforts and work in good faith for the expeditious completion of the purposes and goals of this MOU and the satisfactory performance of its terms.

3.4 Governing Law: This MOU is made under and will be governed by the laws of the State of California.

3.5 Execution: This MOU may be executed in counterparts and the signed counterparts will constitute a single instrument. The signatories to this MOU represent that they have the authority to bind their respective Party to this MOU.

3.6 Termination: This MOU may be terminated by mutual written agreement of a majority of the Parties. Any Party may terminate its participation in this MOU upon 60 days' written notice to the remaining Parties. When a Party is no longer a member of the RWMG, that Party's participation in this MOU automatically terminates. Termination of a Party pursuant to this provision does not prevent that terminated party from endorsing the IRWMP.

3.7 Administration: The Chair of the Leadership Committee will be responsible for the ongoing administration of this MOU.

3.8 Financial Commitment: Neither the signing of this MOU nor the adoption by the governing boards of the Parties commits any Party to any financial obligation.

3.9 Severability: The provisions of this MOU are severable, and the invalidity, illegality or unenforceability of any provision of this MOU will not affect the validity or enforceability of any other provisions. If any provision of this MOU is found to be invalid, illegal, or unenforceable, the Parties shall endeavor to modify that clause in a manner which gives effect to the intent of the Parties in entering into this MOU.

3.10 Amendments: This MOU may be amended or modified only by written mutual consent of all Parties that are members of the RWMG at the time of the amendment or modification. No waiver of any term or condition of this MOU or any Party will be a continuing waiver.

3.11 Supersession: This MOU supersedes and replaces the 2008 MOU and the 2012 MOU, both of which are of no further force or effect.

3.12 Notice:

3.12.1 Any correspondence, communication or contact concerning this MOU must be directed to the Parties at the name and address listed in Exhibit C. The Parties agree to timely inform the Chair of the Leadership Committee of any changes needed in the name or address of their respective representatives. After such a change is made pursuant to the Operating Guidelines, the Chair will provide all Parties with an updated copy of Exhibit C. The Chair shall ensure that a current version of Exhibit C is posted to the RWMG's website.

3.12.2 Notice will be deemed as given upon personal delivery, receipt of e-mail, receipt of fax confirmation, or five days after deposit in U.S. Mail, first-class postage, prepaid, and addressed as set forth above.

The Parties are signing this Memorandum of Understanding as of the dates opposite their respective signatures.

*[Signatures appear on following pages.]*

IN WITNESS WHEREOF, the PARTIES have executed this Memorandum of Understanding as of the dates opposite their respective signatures.

Leadership Committee:

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

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

By: \_\_\_\_\_

GAIL FARBER  
Chief Engineer  
Chair

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

MARY C. WICKHAM  
Interim County Counsel

By: \_\_\_\_\_

Deputy

Lower San Gabriel and Lower Los Angeles  
Rivers Sub-Regional Steering Committee:

**LOS ANGELES GATEWAY INTEGRATED  
REGIONAL WATER MANAGEMENT  
JOINT POWERS AUTHORITY**

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

By: \_\_\_\_\_  
CHRISTOPHER CASH  
Chair

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

Lower San Gabriel and Lower Los Angeles  
River Sub-Regional Steering Committee:

**RIVERS AND MOUNTAINS  
CONSERVANCY**

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

By: \_\_\_\_\_

MARK STANLEY  
Executive Officer

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

Lower San Gabriel and Lower Los Angeles  
River Sub-Regional Steering Committee:

**WATER REPLENISHMENT DISTRICT OF  
SOUTHERN CALIFORNIA**

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

By: \_\_\_\_\_

ROBB WHITAKER  
General Manager

APPROVED AS TO FORM:

By: \_\_\_\_\_

H. FRANCISCO LEAL  
Attorney

North Santa Monica Bay Sub-Regional  
Steering Committee:

**LAS VIRGENES MUNICIPAL WATER  
DISTRICT**

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

By: \_\_\_\_\_

DAVID W. PEDERSEN  
General Manager

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

WAYNE K. LEMIEUX  
Attorney

North Santa Monica Bay Sub-Regional  
Steering Committee:

**CITY OF MALIBU**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
JIM THORSEN  
City Manager

ATTEST:

\_\_\_\_\_  
LISA POPE  
City Clerk

APPROVED AS TO FORM:

By:   
CHRISTI HOGIN  
City Attorney

North Santa Monica Bay Sub-Regional  
Steering Committee:

**CITY OF WESTLAKE VILLAGE**

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

By: \_\_\_\_\_

RAYMOND B. TAYLOR  
City Manager

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

North Santa Monica Bay Sub-Regional  
Steering Committee:

**CITY OF CALABASAS**

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

By: \_\_\_\_\_

ANTHONY COROLLES  
City Manager

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

South Bay Sub-Regional Steering  
Committee:

**WEST BASIN MUNICIPAL WATER  
DISTRICT**

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

By: \_\_\_\_\_

RICHARD NAGEL  
General Manager

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

STEVEN O'NEILL  
Counsel

South Bay Sub-Regional Steering  
Committee:

**CITY OF TORRANCE**

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

By: \_\_\_\_\_

ROBERT J. BESTE  
Director of Public Works

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

JOHN L. FELLOWS III  
City Attorney

South Bay Sub-Regional Steering  
Committee:

**CITY OF SANTA MONICA**

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

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

Upper Los Angeles River Sub-Regional  
Steering Committee:

**CITY OF LOS ANGELES DEPARTMENT  
OF WATER AND POWER**

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

By: \_\_\_\_\_

MARCIE EDWARDS  
General Manager

ATTEST:

\_\_\_\_\_  
BARBARA E. MOSCHOS  
Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
EDUARDO A. ANGELES  
Senior Assistant City Attorney

Upper Los Angeles River Sub-Regional  
Steering Committee:

**COUNCIL FOR WATERSHED HEALTH**

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

By: \_\_\_\_\_

BELINDA FAUSTINOS  
Executive Director

Upper San Gabriel River and Rio Hondo  
River Regional Steering Committee:

**MAIN SAN GABRIEL BASIN  
WATERMASTER**

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

By: \_\_\_\_\_  
ANTHONY C. ZAMPIELLO  
Executive Officer

Upper San Gabriel River and Rio Hondo  
River Sub-Regional Steering Committee:

**SAN GABRIEL BASIN WATER QUALITY  
AUTHORITY**

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

By: \_\_\_\_\_  
KENNETH R. MANNING  
Executive Officer

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

Water Management Area  
Groundwater Representative:

**RAYMOND BASIN MANAGEMENT  
BOARD**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

ANTHONY C. ZAMPIELLO  
Executive Officer

Water Management Area  
Open Space Representative:

**SANTA MONICA BAY RESTORATION  
COMMISSION**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

TOM FORD  
Executive Officer

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

Water Management Area Sanitation  
Representative:

**COUNTY SANITATION DISTRICT NO. 2  
OF LOS ANGELES COUNTY**

Dated: \_\_\_\_\_ By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

Water Management Area Sanitation  
Representative:

**CITY OF LOS ANGELES  
BUREAU OF SANITATION**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

ENRIQUE ZALDIVAR  
Director

ATTEST:

\_\_\_\_\_  
JUNE LAGMAY  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
JOHN A. CARVALHO  
Assistant City Attorney

Water Management Area  
Surface Water Representative:

**THE METROPOLITAN WATER DISTRICT  
OF SOUTHERN CALIFORNIA**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
JEFFREY KIGHTLINGER  
General Manager

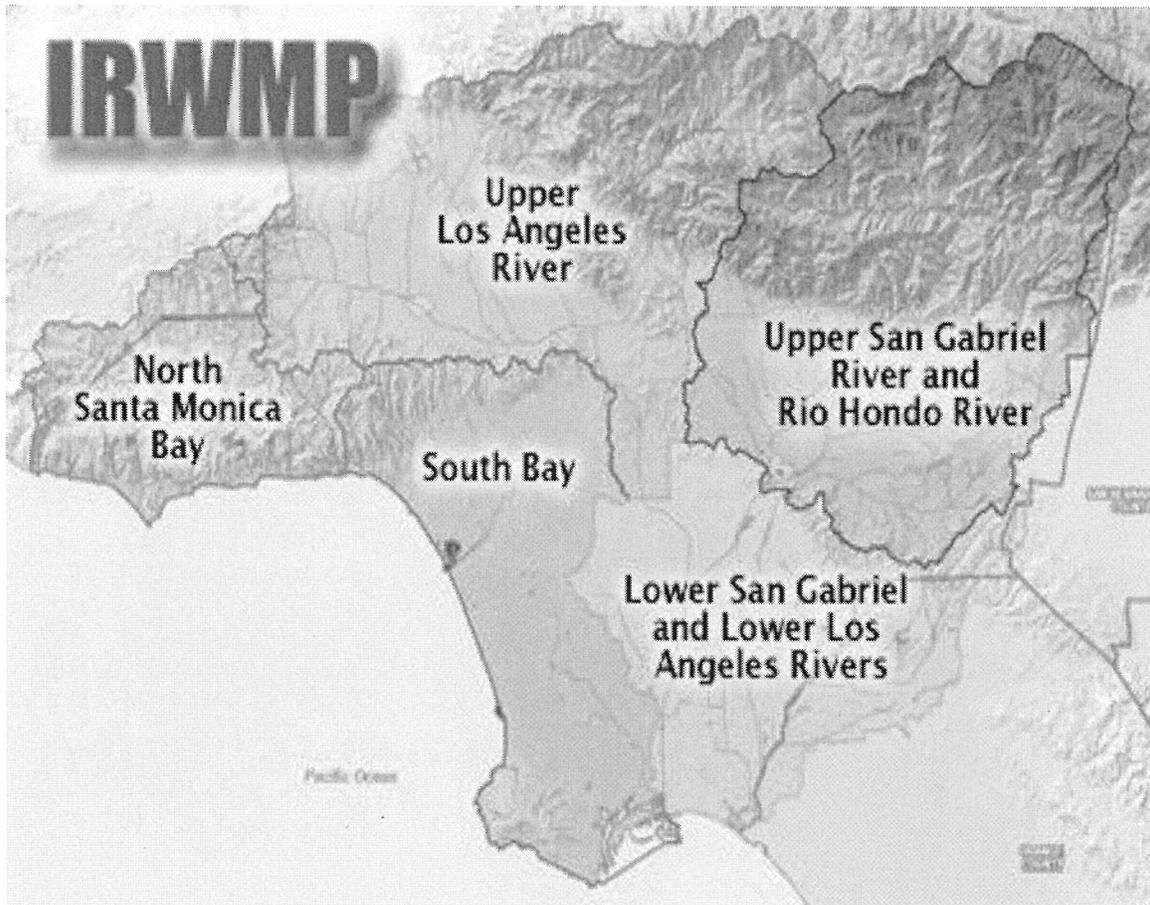
APPROVED AS TO FORM:

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
MARCIA L. SCULLY  
General Counsel

## Exhibit A

### Greater Los Angeles County IRWMP Region and its Five Sub-Regions



**Exhibit B**

**Guidelines for the Operation of the  
Regional Water Management Group and Steering Committees of the  
Greater Los Angeles County Region  
Integrated Regional Water Management Plan  
October 2015**

**Guidelines for the Operation of the  
Regional Water Management Group and Steering Committees of the  
Greater Los Angeles County Region  
Integrated Regional Water Management Plan  
October 2015**

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## I. Introduction

a. The intent of the Greater Los Angeles County (**GLAC**) Region (**Region**) Integrated Regional Water Management (**IRWM**) program is to encourage integrated regional strategies for the management of water resources, and to provide funding, through competitive grants, for projects that protect communities from drought, improve water reliability, protect and improve water quality, and improve local water security by reducing dependence on imported water.

b. The IRWM's Regional Water Management Group (**RWMG**) is composed of the parties (**Parties**) to the Memorandum of Understanding for Integrated Regional Water Management Planning and Implementation for the Greater Los Angeles County Region (**MOU**). Among the goals of the RWMG is the development of an IRWM Plan (**IRWMP**) and solicitation of funding for implementation of that IRWMP.

c. The decision-making structure for the RWMG consists of a region-wide decision-making body known as the **Leadership Committee**, and five geographically-based sub-regional **Steering Committees**.

d. Each Steering Committee consists of representatives from each sub-region's local agencies and organizations involved in water management and related topics. The five sub-regions are: North Santa Monica Bay, South Bay, Upper Los Angeles River, Upper San Gabriel River and Rio Hondo River, and Lower San Gabriel and Lower Los Angeles Rivers, as shown on Attachment A.

e. The Leadership Committee consists of 16 regular members and their alternates, as follows:

1. The Los Angeles County Flood Control District, which will sit as the Chair of the Leadership Committee,

2. The Chair and Vice-Chair of each Steering Committee and their alternates; and

3. Five **Water Management Area** representatives, one for each Water Management Area, and their alternates.

f. The five Water Management Areas are:

1. Surface Water,
2. Groundwater,
3. Sanitation,
4. Stormwater, and
5. Open Space.

## II. Sub-Regional Steering Committees

Each of the five sub-regions of the Region's IRWM planning area will be guided by a Steering Committee consisting of representatives of local agencies or organizations involved in local water management and related topics. To the extent feasible, the formation and composition of each Steering Committee will be consistent with the following:

### a. Formation

1. Each member entity should have experience with at least one of the following Water Management Areas: groundwater, surface water, storm water, sanitation, and open space.
2. Each Steering Committee should strive to include at least one city and at least one member entity with experience in each Water Management Area.
3. Entities wishing to join a Steering Committee must submit a written request to the Steering Committee Chair. The written request will be presented to the Steering Committee for deliberation and a vote. A majority vote of the Steering Committee is required to add an entity to the Steering Committee.
4. Each member entity will designate a primary and secondary representative to represent it on the Steering Committee. Each representative will serve at the pleasure of the appointing member entity.
5. It is desirable, but not required, that the primary and secondary representative designated by each member entity should be representative of that entity's executive level.
6. Each Steering Committee member shall have one vote. The presence of a simple majority of the Steering Committee members at any meeting of the Steering Committee constitutes a quorum for the purposes of conducting business. The affirmative vote of a majority of those Steering Committee members present and voting is required for all decisions and recommendations of the Steering Committee.
7. The members of each Steering Committee will elect from among themselves a Chair of the Steering Committee. The Chair will serve at the pleasure of the Steering Committee and will serve on the Leadership Committee. The term of each Steering Committee Chair will be reviewed every 3 years on a staggered basis, as illustrated in the table below.
8. The members of each Steering Committee will elect from among themselves a Vice-Chair to preside over meetings of the Steering Committee in the absence of the Chair. The Vice-Chair will serve at the pleasure of the Steering Committee and will serve on the Leadership Committee. The term of each Steering

Committee Vice-Chair will be reviewed every 3 years on a staggered basis, as illustrated in the table below.

9. Each Steering Committee may select up to two member entities to serve as alternates to the Chair or Vice-Chair on the Leadership Committee with voting rights only in the absence of the Chair or Vice-Chair. Each alternate may vote in place of only one absent regular member (i.e. if the Chair and Vice-Chair are both absent from a Leadership Committee meeting, each alternate may vote on behalf of only one of those regular members). If two alternates are selected, the Steering Committee shall designate one as the first alternate and one as the second alternate for purposes of determining voting priority. The selection process for the alternates will be established by each Steering Committee.

10. Any member entity holding the position of the Chair, Vice-Chair, or alternates must become a signatory to the MOU within 90 days after being elected to the position of Chair, Vice-Chair, or alternate, if they have not already done so. If a member entity fails to become a signatory within 90 days, then the Steering Committee may elect a new member to assume the position of Chair, Vice-Chair, or if applicable, alternate.

11. Each Steering Committee will nominate one representative for each Water Management Area, without geographic consideration, for consideration to serve on the Leadership Committee. The term of each Water Management Area representative will be reviewed every 3 years on a staggered basis, as illustrated in the table below.

12. Each Steering Committee may establish a membership size limitation.

13. A Steering Committee may request a member entity replace its representative for failure to participate.

14. Steering Committees may adopt additional rules for their formation and participation, but those rules must not conflict with these Guidelines for the Operation of the Regional Water Management Group and Steering Committees for the Greater Los Angeles County Region Integrated Regional Water Management Plan (**Operating Guidelines**).

b. **Roles and Responsibilities.** The Steering Committees will have the following roles and responsibilities:

1. Represent the interests of the sub-region.
2. Meet monthly or as required to accomplish their purpose in developing the IRWMP, evaluating proposed projects and conducting necessary business. The Steering Committee Chair may call meetings as needed.

3. Establish, as necessary, subcommittees charged with studying, investigating and soliciting information that will advance the development, implementation and administration of the IRWMP and/or other areas of business. Subcommittees will be subject to the oversight of the Steering Committee and no recommendation or finding of a subcommittee will be binding upon the Steering Committee. Subcommittee size and composition will be determined by the Steering Committee, and subcommittee members may be selected from any representative of any Steering Committee member entity or organization, or any appropriate stakeholder.

4. Identify reliable and long-term funding for the implementation of the IRWMP and the projects described in the IRWMP from sources, including local, state and federal funding, and consider pursuing funds from these sources. Steering Committee members will also lend individual support to efforts to apply for and procure such funds, to the extent that each entity is able. Steering Committee members may also choose to contribute funds to support any and all phases of the work to be performed for development and implementation of the IRWMP.

5. Prepare periodic reports to its member agencies, organizations and stakeholders describing the progress toward targets and objectives of the IRWMP.

6. Share to the extent not otherwise prohibited by law, privilege, or previous lawful agreement, all information required to develop, prepare, implement and administer and submit documents for the IRWMP, including monitoring data, Computer Assisted Drawing and Design and Geographic Information Systems or other electronic data. Such sharing shall be subject to any applicable license agreements or other restrictions. All data shared among the entities shall be provided "as is" and without warranties as to accuracy or as to any other characteristics, whether expressed or implied. The intent of this data-sharing provision is to facilitate the development, implementation and administration of the IRWMP, and not to authorize use of this data for tasks unrelated to the IRWMP, unless deemed appropriate by the Steering Committee.

7. Adopt fiscal procedures as necessary to administer funds that may be received for purposes of development, administration and/or implementation of the IRWMP.

8. To the extent feasible, make all meetings of each Steering Committee open to the public and post meeting notices on a designated website.

9. Provide outreach to local entities and communities to ensure adequate input from all stakeholders.

10. Maintain a sub-regional project list and ensure that the Leadership Committee's master list of projects is current.

11. Maintain a list of sub-regional goals and priorities as appropriate.

12. Identify and sponsor sub-regional planning studies as needed.

13. Work with the Leadership Committee to update and implement the IRWMP as required.

14. Participate in the Leadership Committee.

### **III. Leadership Committee**

#### **a. Formation**

1. The Leadership Committee will consist of the Los Angeles County Flood Control District, the Chairs and Vice-Chairs of each of the five Steering Committees, and five additional members representing each of five Water Management Areas. Each of these sixteen members will have one vote on the Leadership Committee. Alternate members may vote in place of their regular member only in the event that their regular member is absent during a vote.

2. According to the schedule below, each Steering Committee will nominate a member entity to fill each of the five Water Management Area positions on the Leadership Committee. These nominations will be reviewed by and subject to a majority vote of Steering Committee Chairs and Vice-Chairs and the Chair of the Leadership Committee.

3. The Steering Committee Chairs and Vice-Chairs and the Chair of the Leadership Committee may also select another member entity to serve as an alternate to each Water Management Area member with voting rights only in the absence of the regular Water Management Area member. Alternates must be selected from among the nominations submitted by each Steering Committee.

4. Any member entity holding a Water Management Area position must become a signatory to the MOU within 90 days after being elected to that position, if they have not already done so. If a member entity fails to become a signatory within 90 days, then that entity's position may be filled using the procedures described in Section III.a.2-3 above.

5. Each member entity holding a Water Management Area position will designate a primary and secondary representative to represent it on the Leadership Committee. In the event that a representative is unable to continue serve during its term, then the designating Party will select a replacement to fulfill the remainder of the term. All representatives must be approved by the Leadership Committee and must meet the minimum qualifications for Water Management Area Representatives set forth in Attachment B.

6. The Los Angeles County Flood Control District will serve as Chair of the Leadership Committee, at the pleasure of the Leadership Committee, and

will be represented by the Chief Engineer of the Los Angeles County Flood Control District or his/her designee.

7. In addition to any additional reviews deemed necessary by the Leadership and/or Steering Committees, all Leadership Committee member terms will be reviewed every 3 years on a staggered basis as follows: Each sub-region will review the Chair and Vice-Chair Steering Committee positions for its sub-region every 3 years as illustrated in the table below. The Chair of the Leadership Committee and Chairs and Vice-Chairs of the Steering Committees will review the Water Management Area positions every 3 years as illustrated in the table below. If possible, the entity selected to represent each Water Management Area should be selected from a different sub-region every 3 years. Each Steering Committee will nominate a representative to fill the Water Management Area position. These nominations will be reviewed by and subject to a majority vote of Steering Committee Chairs and Vice-Chairs, and the Leadership Committee Chair for consideration and appointment. Leadership Committee members may serve consecutive terms.

Position	Year									
	14	15	16	17	18	19	20	21	22	23
Chair		x			x			x		etc
Vice-Chair	x			x			x			etc
<b>WMA</b>										
Surface Water			x			x			x	etc
Sanitation			x			x			x	etc
Groundwater			x			x			x	etc
Stormwater			x			x			x	etc
Open Space			x			x			x	etc

8. Each entity serving as a member of the Leadership Committee must become a signatory to the MOU. Any Leadership Committee member that withdraws from the Leadership Committee in writing or consistently fails to participate (as deemed by majority vote of the Leadership Committee) effectively withdraws its agency from the Leadership Committee and the MOU. The withdrawn member will be replaced on the Leadership Committee through the processes described in these Operating Guidelines.

9. The presence of a simple majority of the Leadership Committee members at any meeting of the Leadership Committee will constitute a quorum for the purposes of conducting business. The affirmative vote of a majority of those Leadership Committee members present and voting is required for all decisions and recommendations of the Leadership Committee.

10. No member entity may serve on the Leadership Committee in more than one position.

b. **Roles and Responsibilities.** The Leadership Committee will have the following roles and responsibilities:

1. Meet monthly or as required to accomplish its purpose in developing the IRWMP and conduct necessary business. The Leadership Committee Chair may call meetings as needed.

2. Establish, as necessary, subcommittees charged with studying, investigating and soliciting information that will advance the development, administration, and implementation of the IRWMP. The subcommittees will be subject to the oversight of the Leadership Committee, and no recommendation or finding of a subcommittee will be binding upon the Leadership Committee. Subcommittee size and composition will be determined by the Leadership Committee, and subcommittee members may be selected from any representative of the various Steering Committee entities or any appropriate stakeholder.

3. Identify and pursue funding as needed for the development and administration of the IRWMP. The Leadership Committee will be responsible for determining the amount of contributions necessary for administration of the IRWMP. Leadership Committee representatives will communicate to their respective Steering Committees the amount of funding needed and will pursue commitments for contributions from Steering Committee members and other stakeholders.

4. Identify and pursue reliable and long-term funding for the implementation of the IRWMP and the projects described in the IRWMP from sources including local, state and federal.

5. Prepare periodic reports for the Steering Committees and stakeholders describing the progress of the development, administration and implementation of the IRWMP.

6. Share (to the extent not otherwise prohibited by law, privilege, or previous lawful agreement) all information required to develop, prepare, implement and administer and submit documents for the IRWMP, including monitoring data, Computer Assisted Drawing and Design and Geographic Information Systems or other electronic data. Such sharing shall be subject to any applicable license agreements or other restrictions. All data shared among the Parties shall be provided "as is" and without warranties as to accuracy or as to any other characteristics, whether expressed or implied. The intent of this data-sharing provision is to facilitate the development, implementation and administration of the IRWMP, and not to authorize use of this data for tasks unrelated to the IRWMP, unless deemed appropriate by the Leadership Committee.

7. Adopt, as necessary, fiscal procedures to administer funds that may be received for purposes of development, administration and/or implementation of the IRWMP.

8. Establish a project evaluation framework that is consistent across the Region for the purpose of quantifying project benefits to allow for the categorization and prioritization of proposed projects based on the Water Management Areas and consistency with the IRWMP.

9. Facilitate the adoption of the IRWMP by those entities within the Region with responsibility for one or more Water Management Areas.

10. To the extent feasible, make all meetings of the Leadership Committee open to the public and post meeting notices on a designated website.

11. Provide regional oversight to the Greater Los Angeles County Region IRWMP.

12. Track regional progress towards the Greater Los Angeles County Region IRWMP targets achieved through IRWM funded projects.

13. Act as liaison between the State of California (**State**) and the Steering Committees.

14. Represent the Region's needs to the State.

15. Provide a balance for sub-regional interests.

16. Provide regional outreach related to the Greater Los Angeles County Region IRWMP.

17. Periodically update the Greater Los Angeles County Region IRWMP.

**IV. Guidelines for Transparency.** The following guidelines have been established to enable participation in the planning effort by all stakeholders and to ensure transparency in decision-making by the Leadership Committee:

a. The Leadership Committee will prepare and circulate agendas in advance of its meetings. The Steering Committees will have an opportunity to discuss those agendas prior to the Leadership Committee meetings when possible.

b. Minutes from Leadership Committee meetings will be posted on the website and distributed to stakeholders with key action items such that subsequent interested parties can review and understand the recommendations and actions.

**V. Guidelines for Funding Contributions**

a. The Leadership Committee will determine the budget for ongoing IRWMP operations (funding target). Such operations include but are not limited to consultant support, administrative expenses, special studies, direct costs, etc.

b. The budget shall be determined for multiple years so as to provide participating entities planning information for their own budgetary purposes.

c. All Steering Committees are expected to contribute equitably to the funding target. The Chair and Vice-Chair of each Steering Committee will be responsible for outreach to Steering Committee members and stakeholders in order to obtain the necessary contributions.

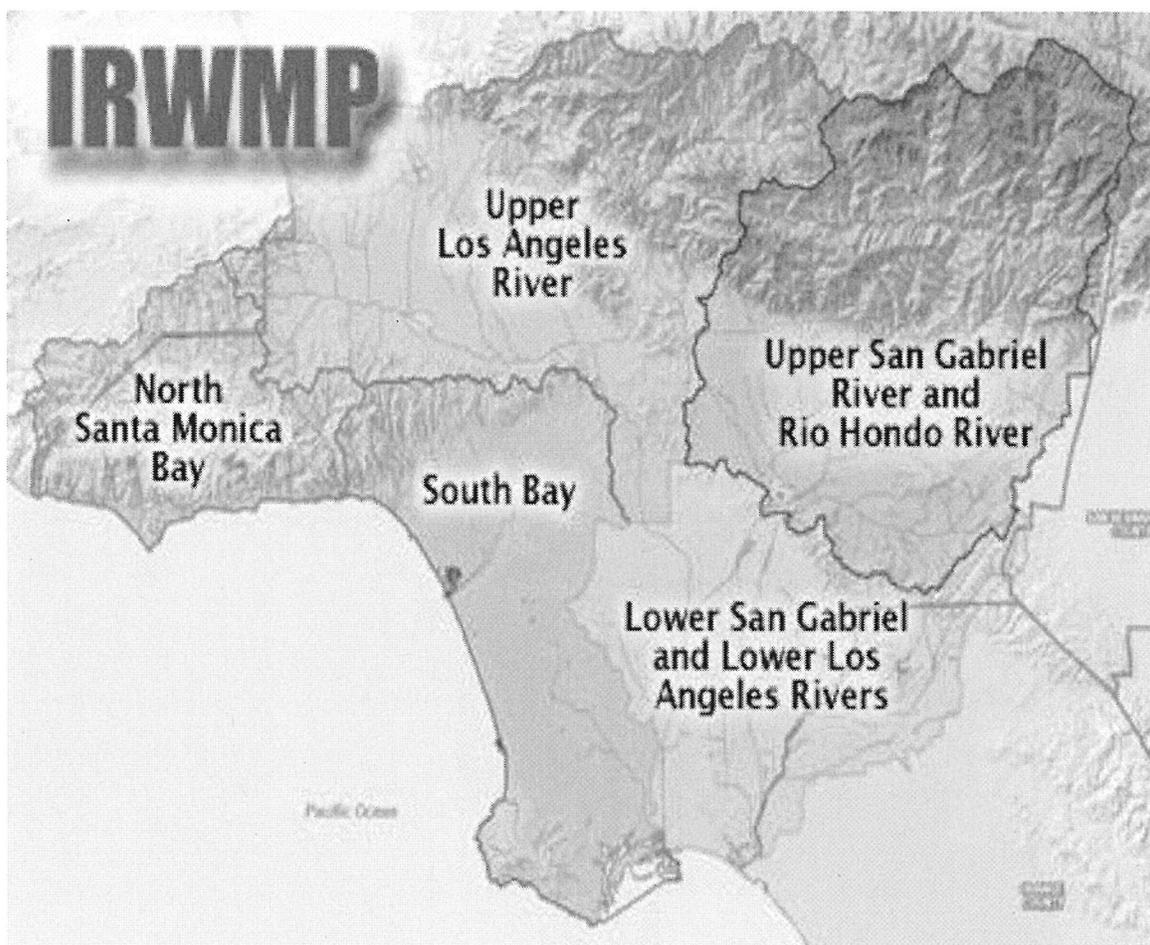
d. All Leadership Committee and Steering Committee members will be expected to contribute towards the funding target established by the Leadership Committee based on their ability to pay. Leadership Committee and Steering Committee members are also expected to assist in outreaching to local entities for funding contributions.

e. If extenuating circumstances prevent a Steering Committee from raising its portion of the funding target, the Chair and Vice Chair of the Steering Committee may appeal in writing to the Leadership Committee for an exception to the funding target, explaining their extenuating circumstances.

f. The Leadership Committee and Steering Committees will seek planning grants and other sources of funding as available to offset the amount of Steering Committee member contributions or contributions from other entities.

Attachment A

**Map of the GLAC Region's IRWM Planning Area and its Five Sub-Regions**



**Attachment B**

**Water Management Area Representative Minimum Qualifications**

<b>Greater Los Angeles County Integrated Regional Water Management Region</b>		
<b>Water Management Area (WMA) Representation Minimum Requirements</b>		
<b>WMA</b>	<b>Minimum Years Of Experience</b>	<b>Description</b>
Groundwater	Five +	<ul style="list-style-type: none"> <li>• Experience in one of the following groundwater areas: remediation, supply, management and/or storage.</li> <li>• Educational background or equivalent work experience in engineering, natural sciences, land use management, conservation, or other water resource-related field.</li> <li>• Must not have competing or conflicting groundwater interests within or outside of the Greater L.A. Region.</li> </ul>
Open Space	Five +	<ul style="list-style-type: none"> <li>• Experience with habitat, open space and/or recreational issues at a regional level (i.e. across municipal jurisdictions and watershed boundaries).</li> <li>• Educational background or equivalent work experience in natural sciences, land use management, conservation, or other water resource-related field.</li> <li>• Familiar with the agencies and organizations involved in habitat/open space issues in the LA Region who are likely to be project proponents, land owners or permittees of projects.</li> </ul>
Sanitation	Five +	<ul style="list-style-type: none"> <li>• Experience in local or regional agency that provides wastewater collection, treatment, recycling and/or disposal services.</li> <li>• Education background and work experience in science, engineering, waste management or related fields.</li> </ul>
Stormwater	Five +	<ul style="list-style-type: none"> <li>• Experience in overseeing/managing stormwater pollution abatement projects and knowledge in stormwater programs in multi-watersheds as defined in the Greater Los Angeles Region IRWMP.</li> <li>• Educational background or work experience in engineering, environmental science, biology, chemistry, toxicology, microbiology, urban planning or closely related field.</li> <li>• Sound knowledge of NPDES Stormwater Permit and TMDL issues as related to the region.</li> <li>• Experience in taking a major role in regional NPDES stormwater permit and TMDL compliance efforts involving multiple jurisdictions.</li> <li>• Ability to provide a regional perspective on stormwater and water quality issues.</li> </ul>

<b>Greater Los Angeles County Integrated Regional Water Management Region</b>		
<b>Water Management Area (WMA) Representation Minimum Requirements</b>		
Surface Water	Five +	<ul style="list-style-type: none"> <li>• Expertise in the planning, design and construction, financing, and operations of water works facilities which includes storage reservoirs, transmission and distribution systems, pumping plants, water treatment, water conservation, and system optimization particularly as it effects power usage.</li> <li>• Educational background or work experience in engineering, urban planning, environmental studies or related fields.</li> <li>• Sound knowledge of existing and emerging regulations, as well as environmental matters and familiarity with California water law and regulations.</li> <li>• Knowledgeable of the roles of federal, state and local governmental agencies involved in either the regulation of or the operation of water supply facilities, as well as familiarity with key nongovernmental agencies that influence the operations of water systems.</li> <li>• Experience in the acquisition of water rights.</li> </ul>
<b>General Minimum Qualifications for all WMA Representatives</b>		
<ul style="list-style-type: none"> <li>• Familiar with the Region's IRWMP, its decision making structure, the committee members, goals and targets, and specific issues, challenges and potential solutions related to the specific WMA on a regional scale.</li> <li>• Must be able to represent regional interests in the Greater Los Angeles County Region.</li> <li>• Must be able to attend and participate in Leadership Committee meetings.</li> </ul>		

**Exhibit C**  
**Parties to the MOU and Current Party Representatives**  
(Effective XX/XX/2015)

**CHAIR OF LEADERSHIP COMMITTEE**

Los Angeles County Flood Control District  
Ms. Gail Farber  
900 South Fremont  
Alhambra, CA 91803

**SUB-REGIONAL STEERING COMMITTEES**

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**Lower San Gabriel and Lower Los Angeles Rivers**

Chair	Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority Mr. Christopher Cash 16401 Paramount Blvd. Paramount, CA 90723
Vice Chair	Rivers and Mountains Conservancy Mr. Mark Stanley 100 North Old San Gabriel Canyon Road Azusa, CA 91702

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**North Santa Monica Bay**

Chair	Las Virgenes Municipal Water District Mr. David W. Pedersen 4232 Las Virgenes Road Calabasas, CA 91302
Vice Chair	City of Malibu Ms. Barbara Cameron 23825 Stuart Ranch Road Malibu, CA 90265

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**South Bay**

Chair	West Basin Municipal Water District Mr. Richard Nagel 17140 South Avalon Boulevard, Suite 210 Carson CA 90746
Vice Chair	City of Torrance Mr. Rob Beste 20500 Madrona Avenue Torrance, CA 90503

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**Upper Los Angeles River**

Chair City of Los Angeles Department of Water and Power  
Mr. Dave Pettijohn  
111 North Hope Street, Room 1460  
Los Angeles, CA 90012

Vice Chair Council for Watershed Health  
Ms. Belinda Faustinos  
700 North Alameda Street  
Los Angeles, CA 90012

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**Upper San Gabriel River and Rio Hondo River**

Chair Main San Gabriel Basin Watermaster  
Ms. Kelly Gardner  
725 North Azusa Avenue  
Azusa, CA 91702

Vice Chair San Gabriel Basin Water Quality Authority  
Mr. Randy Schoellerman  
1720 West Cameron Avenue, Suite 100  
West Covina, CA 91790

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**WATER MANAGEMENT AREA REPRESENTATIVES**

---

**Groundwater** Raymond Basin Management Board  
Mr. Tony Zampielo  
725 North Azusa Avenue  
Azusa, CA 91702

**Open Space** Santa Monica Bay Restoration Commission  
Mr. Tom Ford  
320 West 4th Street, Suite 200  
Los Angeles, CA 90013

**Sanitation** County Sanitation District No. 2 of Los Angeles County  
Ms. Grace Robinson Hyde  
1955 Workman Mill Road  
Whittier, CA 90601

**Stormwater** City of Los Angeles, Bureau of Sanitation  
Mr. Shahram Kharaghani  
2714 Media Center Drive  
Los Angeles, CA 90065

**Surface Water** The Metropolitan Water District of Southern California  
Mr. Jeffrey Kightlinger  
700 North Alameda Street  
Los Angeles, CA 90012

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**ALTERNATES**

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**Leadership Committee**

Alternate to Chair  
Los Angeles County Flood Control District  
Gary Hildebrand

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**Lower San Gabriel and Lower Los Angeles Rivers**

First Alternate to Lower San Gabriel and Los Angeles Rivers Chair  
Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority  
Ms. Grace Kast  
16401 Paramount Blvd.  
Paramount, CA 90723

Second Alternate to Lower San Gabriel And Los Angeles Rivers Chair  
Water Replenishment District of Southern California  
Ms. Esther Rojas  
4040 Paramount Blvd.  
Lakewood, CA 90712

Alternate to Rivers and Mountains Conservancy Lower San Gabriel and Los Angeles Rivers Vice-Chair  
Rivers and Mountains Conservancy  
Ms. Marybeth Vergara  
100 North Old San Gabriel Canyon Road  
Azusa, CA 91702

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**North Santa Monica Bay**

First Alternate to North Santa Monica Bay Steering Committee  
City of Westlake Village  
Mr. Joe Bellomo  
31200 Oak Crest Drive  
Westlake Village, CA 91361

Second Alternate to North Santa Monica Bay Steering Committee  
City of Calabasas  
Mr. Alex Farassati  
100 Civic Center Way  
Calabasas, CA 91302

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**South Bay**

Alternate to West Basin Municipal Water District South Bay Chair  
West Basin Municipal Water District  
Ms. Leighanne Kirk  
17140 South Avalon Boulevard, Suite 210  
Carson CA 90746

Alternate to City of Torrance South Bay Vice-Chair  
City of Santa Monica  
Mr. Neal Shapiro  
1685 Main Street  
Santa Monica, CA 90401

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**Upper Los Angeles River**

Alternate to City of Los Angeles  
Department of Water and Power  
Upper Los Angeles River Chair

City of Los Angeles Department of Water and Power  
Mr. Andy Niknafs  
111 North Hope Street, Room 1460  
Los Angeles, CA 90012

Alternate to Council for  
Watershed Health  
Upper Los Angeles River Vice-  
Chair

Council for Watershed Health  
Mr. Chris Solek  
700 North Alameda Street  
Los Angeles, CA 90012

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**Open Space**

Alternate to Santa Monica Bay  
Restoration Commission  
Open Space Chair

Santa Monica Bay Restoration Commission  
Mr. Guangyu Wong  
320 West 4th Street, Suite 200  
Los Angeles, CA 90013

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**Sanitation**

Alternate to Sanitation Districts of  
Los Angeles County  
Sanitation Chair

Sanitation Districts of Los Angeles County of Los Angeles  
Ms. Sharon Green  
1955 Workman Mill Road  
Whittier, CA 90601

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**Stormwater**

Alternate to City of Los Angeles  
Bureau of Sanitation Chair

City of Los Angeles Bureau of Sanitation  
Mr. Wing Tam  
2714 Media Center Drive  
Los Angeles, CA 90065

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**Surface Water**

Alternate to Metropolitan Water  
District  
of Southern California  
Surface Water Chair

Metropolitan Water District Of Southern California  
Ms. Grace Chan  
700 North Alameda Street  
Los Angeles, CA 90001



# Council Agenda Report

To: Mayor Rosenthal and the Honorable Members of the City Council

Prepared by: Craig George, Environmental Sustainability Manager

Reviewed by: Vic Peterson, Environmental Sustainability Director *V.P.*

Approved by: Jim Thorsen, City Manager *JT*

Date prepared: December 9, 2015 Meeting date: January 11, 2016

Subject: Civic Center Wastewater Treatment Facility Water Quality Consultant

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**RECOMMENDED ACTION:** Authorize the City Manager to execute a Professional Services Agreement with Earth Forensics, Inc. (EFI) to be an “on-call/as-needed” consultant to review water quality data and provide reports and documents as needed by the City.

**FISCAL IMPACT:** Funding for this agreement is included in the Adopted Budget for Fiscal Year 2015-2016 in Account No. 100-3010-5656 (Civic Center Wastewater Treatment Facility).

**DISCUSSION:** EFI has been a valuable resource and asset to the City on many water quality issues. They have provided well developed documents and reports that have proven beneficial in the development of many of the City’s projects and programs. EFI has worked with the City for over 16 years and has provided expertise on a multitude of projects including:

- Collaboration with Stone Environmental to perform the “Hydrology Study of Cumulative Impacts for the Civic Center Area, Malibu California” required by the Los Angeles Regional Water Quality Control Board (LARWQCB) to obtain the WDR for the Lumber Yard project.
- Negotiations with LARWQCB in the development of the WDR for the Civic Center Wastewater Treatment Facility (CCWTF) which resulted in a significant reduction of monitoring requirements saving the City significant time and money.
- Development of groundwater and surface water monitoring programs for the proposed CCWTF as required by the LARWQCB.

- Provided GIS/database services related to the Malibu Valley Groundwater Basin Management Plan and the Salt and Nutrient Management Plan required by the State prior to the use of any recycled water in the Civic Center area.
- Involved in the development and review of the Environmental Impact Report (EIR) for the CCWTF.
- Worked on the Groundwater Modeling performed for the Malibu Valley Groundwater Basin and the potential effects of the CCWTF on the basin.
- Provided construction oversight for the monitoring, testing, and sampling of the well program conducted for the injection program for the CCWTF.
- Testified on behalf of the City during the obtainment of the WDR for the Lumber Yard at the Regional Board hearing.
- Performed monthly sampling of water levels in the Civic Center area during the previous five years.

Many of the upcoming regulatory programs the City will be engaged in will require third party review and assistance to assure the City is meeting requirements; therefore, staff requests the City enter into an “on-call/as-needed” contract with EFI based on the quality of services provided. This contract will secure the services with no cost or retainer. It will be the City’s option on when to engage their services.

ATTACHMENTS: Professional Services Agreement

## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of January 11, 2016 by and between the City of Malibu (hereinafter referred to as the "City"), and Earth Forensics, 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 on-call / as-needed water quality monitoring services.

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. 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 January 1, 2015, and will remain in effect for a period of 2 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 his 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 his 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 Scope of Work's fee and cost schedule. The cost of services shall not exceed \$50,000 over the two (2) year period. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or his designee.

4.1 The Consultant shall submit to the City, by no later than the 10<sup>th</sup> 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 performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of City's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Should City in its sole discretion find Consultant's legal counsel unacceptable, then Consultant shall reimburse the City its costs of defense, including without

limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The Consultant shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) covered by this indemnity obligation. 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 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:

<b>CITY:</b>	Jim Thorsen City Manager City of Malibu 23825 Stuart Ranch Road Malibu, CA 90265-4861 TEL (310) 456-2489 x 226 FAX (310) 456-2760	<b>CONSULTANT:</b>	W. Richard Laton Principal Consultant Earth Forensics, Inc. 12532 Vista Panorama North Tustin, CA 92705 TEL (714) 296-4055
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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 \_\_\_\_\_

Agreement for Professional Services  
Earth Forensics, 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 WFL

This Agreement is executed on Dec 9, 2015, at Malibu, California, and effective as of January 1, 2016.

CITY OF MALIBU:

\_\_\_\_\_  
JIM THORSEN, City Manager

ATTEST:

\_\_\_\_\_  
LISA POPE, City Clerk  
(seal)

CONSULTANT:

WFL  
By: Richard Lutton  
EARTH FORENSICS, INC.

APPROVED AS TO FORM:  
Christi Hogin  
CHRISTI HOGIN, City Attorney



# City of Malibu

23825 Stuart Ranch Road · Malibu, California · 90265-4861  
Phone (310) 456-2489 · Fax (310) 456-3356 · [www.malibucity.org](http://www.malibucity.org)

## COST SCHEDULE

### PROFESSIONAL STAFF FEES (per hour)

Principal Consultant .....	\$ 180 to 350
Senior Consultant .....	\$ 150 to 250
Project Consultant .....	\$ 125 to 175
Staff Consultant .....	\$ 75 to 120

Deposition and Trial Testimony is \$400-500 per hour.

### REIMBURSABLE EXPENSES

- Heavy equipment, subcontractor fees and expenses, travel, shipping, reproduction, and other reimbursable expenses will be invoiced at cost plus 20%.
- Vehicle usage is invoiced at \$0.75 per mile.
- Use of Low Altitude BlimpCam System: By Quote.
- Use of Low Altitude Unmanned Camera System: By Quote.
- Field equipment (total station, GPS instruments, lap top computers, digital cameras, water level, etc.) may be expensed against the project at standard rates.
- Consumable field supplies will be invoiced at cost plus 20%.

### INVOICES

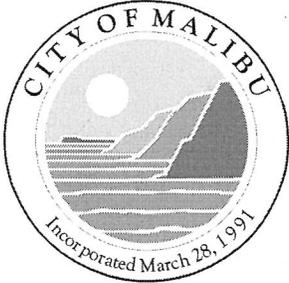
- Invoices are tendered monthly, payable upon receipt.
- Larger projects may be invoiced bi-weekly.
- If payments are not received in 40 days, work on the project will be suspended.

### DISCLOSURE

Client agrees to provide all information in Client's possession pertinent to actual or possible presence of hazardous chemicals on-site, and agrees to reimburse Earth Forensics, Inc. (EF) for all costs associated with the unanticipated discovery of such substances. Client also agrees to disclose all potential security concerns associated with the work place. If security protection of either personnel or equipment is required, it shall be obtained and either reimbursed, or paid for directly, by Client. At no time shall EF field personnel be required to enter into a situation that they consider dangerous.

### OVERTIME

Overtime for all field personnel will be charged at 1.50 times the basic rate, only if overtime is required by the client. Overtime is defined as the excess of 8 hours on weekdays, hours before 7am or after 5pm, and all holidays, excluding travel time in all situations.



# Council Agenda Report

To: Mayor Rosenthal and the Honorable Members of the City Council

Prepared by: Arthur Aladjajian, Public Works Superintendent

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

Approved by: Jim Thorsen, City Manager 

Date prepared: December 2, 2015 Meeting date: January 11, 2016

Subject: Amendment to Agreement with Newbury Park Tree Service, Inc.

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**RECOMMENDED ACTION:** Authorize the City Manager to execute Amendment No. 1 to the Professional Services Agreement with Newbury Park Tree Service, Inc. to extend the term of the agreement for the City's Annual Tree Maintenance Program for an additional two years.

**FISCAL IMPACT:** Funding for this amendment was included in the Adopted Budget for Fiscal Year 2015-2016 in Account No. 100-3001-5200 (Tree Maintenance).

**DISCUSSION:** On June 24, 2013, the City entered into a Professional Services Agreement with Newbury Park Tree Service, Inc. to perform tree maintenance services. Newbury Park Tree Service is a well established tree trimming company who has performed tree maintenance services for surrounding cities, including City of Malibu. Newbury Park Tree Service is also familiar with the City's ArborPro tree inventory software which will be used daily for scheduling and creating work orders. Additionally, the City's tree inventory will also be updated by Newbury Park Tree Service's certified arborist during field maintenance work via laptop to maintain a current tree inventory data as the maintenance work progresses.

Newbury Park Tree Service, Inc. has performed very well during the term of its agreement. Staff recommends executing Amendment No. 1 to extend Newbury Park Tree Service, Inc. for an additional two years at the previously negotiated cost of \$42,000 per year. By executing Amendment No. 1, the level of service to the City will continue uninterrupted.

**ATTACHMENTS:** Amendment to Agreement with Newbury Park Tree Service, Inc.

Dec.17.2015 04:07 AM Newbury Park Tree Service 18054987841

PAGE. 1/ 1

**AMENDMENT NO. 1 TO AGREEMENT**

THIS AMENDMENT NO. 1 TO AGREEMENT is made and entered in the City of Malibu on January 11, 2016, by and between the CITY OF MALIBU, hereinafter referred to as City, and Newbury Park Tree Service, Inc, hereinafter referred to as Consultant.

The City and the Consultant agree as follows:

**RECITALS**

A. On June 24, 2013, the City entered into an Agreement with Consultant for the Tree Maintenance Program (the "Agreement").

B. The City desires to amend the Agreement to extend the term two years to expire on June 24, 2018.

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

1. Section 2.0 - Term of Agreement, is hereby amended to provide that the Agreement will remain in effect until June 24, 2018, unless otherwise terminated or extended as provided in the Agreement.
2. Section 4.0 - Compensation for Services, of the Agreement, is hereby amended for a total not to exceed \$210,000.
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 \_\_\_\_\_, 2016, at Malibu, California, and effective as of January 11, 2016.

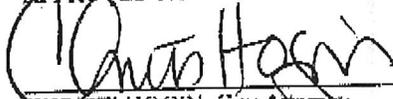
CITY OF MALIBU:

\_\_\_\_\_  
JIM THORSEN, City Manager

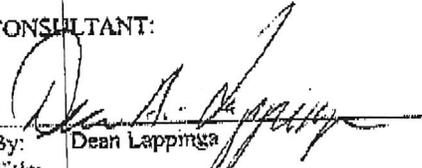
ATTEST:

\_\_\_\_\_  
LISA POPE, City Clerk  
(seal)

APPROVED AS TO FORM:

  
\_\_\_\_\_  
CHRISTI HOGIN, City Attorney

CONSULTANT:

  
By: Dean Lappinga  
Title:



City Council Meeting  
01-11-16

**Item  
3.B.7.**

# Council Agenda Report

To: Mayor Rosenthal 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: Jim Thorsen, City Manager 

Date prepared: December 7, 2015

Meeting date: January 11, 2016

Subject: Amendment to Agreement with Ozone Water Systems, Inc.

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**RECOMMENDED ACTION:** Authorize the City Manager to execute Amendment No. 5 to the Professional Services Agreement with Ozone Water Systems, Inc. (OWS) for annual operations and maintenance of the City's Civic Center Stormwater Treatment Facility and the Paradise Cove Stormwater Treatment Facility.

**FISCAL IMPACT:** Funding for this amendment was included in the Adopted Budget for Fiscal Year 2015-2016 in Account No. 100-3007-5610 (Stormwater Treatment Facilities).

**DISCUSSION:** Ozone Water System, Inc. has been performing operations and maintenance of the City's Civic Center Stormwater Treatment Facility (CCSWTF) since 2008. The CCSWTF uses Ozone treatment for disinfections. In February 2009, the scope of work was revised to include the operations and maintenance of the City's Stormwater Treatment Facility at Paradise Cove which uses ultraviolet treatment for disinfection. Having the same consultant perform these services at both facilities has been efficient and cost effective for the City.

Ozone Water Systems, Inc. has performed exceptionally well during the term of its agreement. Staff recommends executing Amendment No. 5 to extend Ozone Water System, Inc. agreement for an additional 3 years at a previously negotiated cost of \$53,400 for both facilities. By executing Amendment No. 5, the level of service to the City will continue uninterrupted and staff will be able to maintain the basic operations and maintenance services for the City's Civic Center Stormwater Treatment Facility and Paradise Cove Stormwater Treatment Facility.

ATTACHMENT: Amendment No. 5 to Agreement between the City and Ozone Water Systems, Inc.

**AMENDMENT NO. 5 TO AGREEMENT**

THIS AMENDMENT NO. 5 TO AGREEMENT is made and entered in the City of Malibu on 11th day of January 2016, by and between the CITY OF MALIBU, hereinafter referred to as City, and Ozone Water Systems, Inc., hereinafter referred to as Consultant.

The City and the Consultant agree as follows:

**RECITALS**

A. On May 1, 2008, the City entered into an Agreement with Consultant for the operations and maintenance of the City's Civic Center Stormwater Treatment Facility (the "Agreement").

B. On February 9, 2009, the City executed Amendment No. 1 extending the Term of the Agreement to expire on November 1, 2010, with an option to extend the Term of the Agreement until November 1, 2011, and amend the schedule of fees.

C. On November 10, 2010, the City executed Amendment No. 2 extending the Term of the Agreement to expire on November 1, 2011, expand the scope of work to include the Paradise Cove Stormwater Treatment Facility, for a monthly fee of \$450.

D. On November 1, 2011, the City executed Amendment No. 3 extending the Term of the Agreement to expire on November 28, 2013, amend the monthly fee for the Civic Center Stormwater Treatment Facility to \$4,000 a month.

E. On November 12, 2013, the City executed Amendment No. 4 extending the Term of the Agreement to expire on November 28, 2015.

F. The City desires to amend the Agreement to extend the Term of the Agreement, such that the contract will remain in effect until November 28, 2018.

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

1. Section 2.0 - Term of Agreement, is hereby amended to provide that the Agreement will remain in effect until November 28, 2018, unless otherwise terminated or extended as provided in the Agreement.
2. All terms and conditions of the May 1, 2008 Agreement and all related contract documents incorporated therein including Amendment Nos. 1-4 that have not been amended by this Amendment No. 5 remain in full force and effect.

This Agreement is executed on \_\_\_\_\_, 2016, at Malibu, California, and effective as of November 28, 2015.

CITY OF MALIBU:

JIM THORSEN, City Manager

ATTEST:

LISA POPE, City Clerk

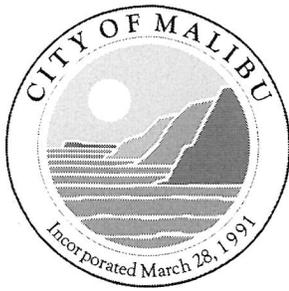
(seal)

APPROVED AS TO FORM:

Christi Hogin  
CHRISTI HOGIN, City Attorney

CONSULTANT:

John Overby  
By: John Overby  
Title: Owner



# Council Agenda Report

To: Mayor Rosenthal and the Honorable Members of the City Council

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

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

Approved by: Jim Thorsen, City Manager *JT*

Date prepared: December 9, 2015 Meeting date: January 11, 2016

Subject: Las Flores Canyon Creek Restoration and Park Improvements Project Phase 2 Completion and Acceptance of Work

**RECOMMENDED ACTION:** 1) Accept the work performed by GMZ Engineering Inc. for the Las Flores Canyon Creek Restoration and Park Improvements Project Phase 2 (Specification No. 2007.3) as complete; and 2) Authorize the Public Works Director to submit for recordation a Notice of Completion for the project.

**FISCAL IMPACT:** There is no cost associated with accepting the work as complete. The construction cost for the project was included in the Adopted Budget for Fiscal Year 2015-2016. The final cost of the project was \$837,350. There was an overall project cost savings of approximately \$429,867 or 34%.

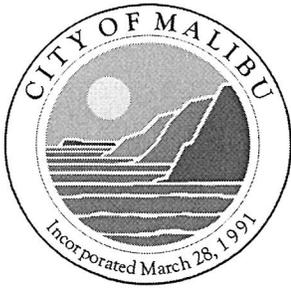
**DISCUSSION:** On August 25, 2014, the City Council awarded a construction contract to GMZ Engineering Inc. to perform the Las Flores Canyon Creek Restoration and Park Improvements Project Phase 2.

The work is now complete. Staff recommends that the City Council accept the work performed by GMZ Engineering Inc. as complete and authorize the Public Works Director to submit for recordation a Notice of Completion for the project.

Funding		Actual Costs	
General Fund CIP Designated Reserve	\$345,454	Construction Contract	\$697,011
Parkland Development Fund	\$260,000	Change Orders	\$106,541
Quimby Funds	\$25,000	Engineering Support Services	\$21,165
Rivers and Parkways Gateway Grant	\$636,763	Special Inspection	\$8,964
		Misc. Expenses	\$3,669
Total Funding	\$1,267,217	Total Costs	\$837,350
		Remaining Funds	\$429,867

STAFF FOLLOW UP: Upon acceptance by the City Council of the work associated with this contract, staff will request the recordation of the Notice of Completion with the Los Angeles County Registrar/Recorders Office which will allow the City to then release the retention monies following a required 35-day holding period.

ATTACHMENTS: None.



# Council Agenda Report

To: Mayor Rosenthal and the Honorable Members of the City Council

Prepared by: Rob Duboux, Esq., Assistant Public Works Director/City Engineer 

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

Approved by: Jim Thorsen, City Manager 

Date prepared: December 10, 2015 Meeting date: January 11, 2016

Subject: Agreements for Emergency On-Call Street Maintenance Services

---

**RECOMMENDED ACTION:** Authorize the City Manager to execute Agreements with J&H Engineering General Contractors Inc., Lee Construction Co., Sam Hill & Sons, Inc., and Excel Paving Company for Emergency On-Call Street Maintenance Services for Fiscal Year 2015-16.

**FISCAL IMPACT:** Funding for these agreements was not included in the Adopted Budget for Fiscal Year 2015-2016. If these services are required, a budget amendment will be presented to Council to reflect the actual expenditures. If an emergency is declared by the State, most emergency expenditures will be covered by the Federal Emergency Management Agency (FEMA) and the City will be reimbursed accordingly.

**DISCUSSION:** Meteorologists currently predict that there is greater than 95% chance of strong El Niño conditions in Southern California throughout the 2015-2016 winter season. El Niño conditions include increased rainfall and winds along with large wave action, which can result in flooding, debris flows, landslides, coastal erosion, and coastal structure damage.

The City contracts with Burns Pacific Construction, Inc. to perform street maintenance services which include the City's storm response activities. Burns has equipment and personnel to provide these services. However, given the strong weather predictions and the possible impacts to City facilities, staff recommends having additional Contractors on-call to perform emergency street maintenance work. This is a common strategy to prepare for El Niño currently utilized by agencies throughout Southern California.

The City published a Request for Proposals (RFP) for Emergency On-Call Street Maintenance Services on November 24, 2015. Proposals were due on December 9, 2015. The City received seven proposals. The proposals were reviewed and evaluated in accordance with the RFP and the following Contractors were selected: J&H Engineering General Contractors Inc., Lee Construction Co., Sam Hill & Sons, Inc., and Excel Paving Company. Staff recommends issuing contracts for emergency on-call street maintenance services to all four Contractors. By having multiple Contractors under contract, the City will help ensure a prompt response to any storm related incidents.

ATTACHMENTS:

- Attachment 1 - Agreement with J&H Engineering General Contractors Inc.
- Attachment 2 - Agreement with Lee Construction Co.
- Attachment 3 - Agreement with Sam Hill & Sons, Inc.
- Attachment 4 - Excel Paving Company

## EMERGENCY STREET MAINTENANCE AGREEMENT

THIS AGREEMENT is made as of January 11, 2016 by and between the City of Malibu, a municipal corporation ("City") and J & H Engineering General Contractors, Inc. ("Contractor").

### RECITALS

A. City desires to utilize the services of Contractor as an independent contractor to provide emergency street maintenance services to City as set forth in the Scope of Work attached hereto as Exhibit A.

B. Contractor represents that it is fully qualified to perform such emergency street maintenance services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW, THEREFORE, in consideration of performance by the parties of the covenants and conditions herein contained, the parties hereto agree as follows:

#### 1. Contractor's Services.

A. Scope of Services. The nature and scope of the specific services to be performed by Contractor are as described in Exhibit "A, attached hereto and incorporated herein by reference.

B. Level of Services/Time of Performance. The level of and time of the specific services to be performed by Contractor are as set forth in Exhibit A.

C. Additional or Other Services. Any proposed changes in the work to be performed under this Agreement shall be made only by written amendment to this Agreement. Contractor is not authorized to undertake any work which would result in costs, expenses, or fees in excess of the costs contained in the Compensation Schedule attached hereto as Exhibit B without the express written approval of the City Manager. Should the City require the Contractor to provide additional services beyond the Scope of Work described in Exhibit A, for services not specifically described therein, the rates and quantities shall be negotiated between the City and Contractor.

2. **Term of Agreement.** This Agreement shall take effect on January 11, 2016 and shall continue in effect for 6 months from said date unless earlier extended or terminated pursuant to the provisions herein. City may, in its sole discretion, elect to extend the Term of this Agreement without seeking competitive proposals for an additional one (1) year upon successful demonstration of exemplary contract performance.

**3. Compensation.** City agrees to compensate Contractor for each service which Contractor performs to the satisfaction of City in compliance with the schedules set forth in Exhibit B, Compensation Schedule. Payment will be made only after submission of proper invoices in the form specified by City. The cost of services shall be for a total not to exceed \$100,000 during the initial term of this Agreement.

**4. General Terms and Conditions.**

A. Time is of the Essence – Contractor agrees to perform the services and deliver the work products provided for herein in strict accordance with any schedules set forth by the City.

B. License: Standard of Care – Contractor represents and agrees that all personnel engaged by the Contractor in performing the services are and shall be fully qualified and are authorized or permitted under Federal, State, and local law to perform such services. Contractor represents and warrants to the City that it has all licenses, permits, qualifications, and approvals required to provide the services and work required to be performed by this Agreement.

1. Contractor further represents and warrants that it shall keep in effect all such licenses, permits, and other approvals during the term of this Agreement. Contractor shall perform the services under this Agreement in a skillful and competent manner and in the manner and according to the standards observed by a competent practitioner of the work in which Contractor is engaged.

C. Subcontracting Subject to Approval – Contractor shall not subcontract any portion of the work to other persons or contractors without express written approval from the City.

D. Administration – This Agreement will be administered by the City Manager or his designee. The City Manager or his designee shall be considered the Project Administrator and shall have the authority to act for the City under this Agreement. The City Manager or his designee shall represent the City in all matters pertaining to the services to be rendered pursuant to this Agreement.

E. Contractor's Records – Contractor shall keep records and invoices in connection with its work to be performed under this Agreement. Contractor shall maintain complete and accurate records with respect to the costs incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of the City during normal business hours to examine, audit, and make transcripts or copies of such records. Contractor shall allow inspection of all work, data,

documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

**5. Addresses.**

City: Jim Thorsen, City Manager  
City of Malibu  
23825 Stuart Ranch Road  
Malibu, CA 90265

Contractor: J & H Engineering General Contractors Inc.  
4065 Mission Oaks Boulevard, Suite B  
Camarillo, CA 93012

**6. Status as Independent Contractor.**

A. Contractor is, and shall at all times remain as to City, a wholly independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

B. Contractor agrees to pay all required taxes on amounts paid to Contractor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. In the event that City is audited by any Federal or State agency regarding the independent contractor status of Contractor and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between City and Contractor, then Contractor agrees to reimburse City for all costs, including accounting and attorney's fees, arising out of such audit and any appeals relating thereto.

C. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this Section 6.

D. Contractor shall, at Contractor's sole cost and expense fully secure and comply with all federal, state and local governmental permit or licensing requirements, including but not limited to the City of Malibu, South Coast Air Quality Management District, and California Air Resources Board. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with the requirements in this Section 6. Additionally, the City shall have the right to offset against the amount of any fees due to Contractor under this Agreement for any amount or penalty levied against the City for Contractor's failure to comply with this Section 6.

**7. Indemnification.** Contractor 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 Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of City's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Should City in its sole discretion find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) covered by this indemnity obligation. 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.

**8. Insurance.** Contractor shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, with an insurance company authorized to do business in the State of California and approved by the City (1) a policy or policies of broad-form comprehensive general liability insurance with minimum limits of \$5,000,000.00 combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts by Contractor, its officers, employees, agents, and independent contractors in performance of services under this Agreement; (2) property damage insurance with a minimum limit of \$1,000,000.00; (3) automotive liability insurance, with minimum combined single limits coverage of \$1,000,000.00; and (4) worker's compensation insurance with a minimum limit of \$1,000,000.00 or the amount required by law, whichever is greater. City, its officers, employees, attorneys, and volunteers shall be named as additional insureds on the policy(ies) as to comprehensive general liability, property damage, and automotive liability. The policy(ies) as to comprehensive general liability, property damage, and automobile liability shall provide that they are primary, and that any insurance maintained by the City shall be excess insurance only.

A. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving City thirty (30) day's prior written notice thereof. Contractor agrees that it will not cancel, reduce or otherwise modify the insurance coverage.

B. All policies of insurance shall cover the obligations of Contractor pursuant to the terms of this Agreement; shall be issued by an insurance company which is authorized to do business in the State of California or which is approved in writing by the City; and shall be placed with a current A.M. Best's rating of no less than A VII.

C. Contractor shall submit to City (1) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (2) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement", or a substantially similar form which the City has agreed in writing to accept.

**9. Confidentiality.** Contractor in the course of its duties may have access to confidential data of City, private individuals, or employees of the City. Contractor covenants that all data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Contractor's covenant under this section shall survive the termination of this Agreement. Notwithstanding the foregoing, to the extent Contractor prepares reports of a proprietary nature specifically for and in connection with certain projects, the City shall not, except with Contractor's prior written consent, use the same for other unrelated projects.

**10. Ownership of Materials.** All materials provided by Contractor in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Contractor may, however, make and retain such copies of said documents and materials as Contractor may desire.

**11. Conflict of Interest.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Contractor under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Contractor

further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Contractor shall avoid the appearance of having any interest which would conflict in any manner with the performance of its services pursuant to this Agreement.

**12. Termination.** City may terminate this Agreement with or without cause upon thirty (30) days written notice to Contractor. In the event of such termination, City agrees to pay Contractor for services satisfactorily rendered prior to the effective date of termination. Immediately upon receiving written notice of termination, Contractor shall discontinue performing services.

Contractor may terminate this Agreement, or any program or service provided hereunder, at least ninety (90) days in advance of such termination. If this Agreement is terminated by the Contractor, the Contractor shall be compensated for services satisfactorily completed and approved prior to the effective date of termination.

**13. Personnel.** Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Contractor reserves the right to determine the assignment of its own employees to the performance of Contractor's services under this Agreement, but City reserves the right, for good cause, to require Contractor to exclude any employee from performing services on City's premises.

**14. Non-Discrimination and Equal Employment Opportunity.**

A. Contractor shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement, and will comply with all rules and regulations of City relating thereto. Such nondiscrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

C. Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

**15. Assignment.** Contractor shall not assign or transfer any interest in this Agreement nor the performance of any of Contractor's obligations hereunder, without the prior written consent of City, and any attempt by Contractor to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

**16. Compliance with Laws.** Contractor shall comply with all applicable laws, ordinances, codes and regulations of the federal, state, and local governments. Contractor shall keep itself informed of all State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Contractor shall, at all times, observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity by reason of the failure of the Contractor to comply with this paragraph.

**17. Non-Waiver of Terms, Rights and Remedies.** Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Contractor constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

**18. Attorney's Fees.** In the event that either party to this Agreement shall commence any legal or equitable action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees and costs, including costs of expert witnesses and Contractors.

**19. Notices.** Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during regular business hours or by facsimile before or during regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

**20. Governing Law/Venue.** This Contract shall be interpreted, construed and enforced in accordance with the laws of the State of California. The exclusive venue for any disputes arising under this Agreement shall be the Superior Court for the County of Los Angeles.

*Agreement for Professional Services  
J & H Engineering General Contractors Inc.  
Page 8 of 8*

21. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

22. **Entire Agreement.** This Agreement, and any other documents incorporated herein by specific reference, represent the entire and integrated agreement between Contractor and City. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement. Amendments on behalf of the City will only be valid if signed by the City Manager or the Mayor and attested by the City Clerk.

23. **Exhibits.** All exhibits referred to in this Agreement are incorporated herein by this reference.

24. **Severability.** 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 provided that the principal purpose of this Agreement is not thereby frustrated.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

This Agreement is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, at Malibu, California, and effective as of January 11, 2016.

CITY OF MALIBU:

\_\_\_\_\_  
JIM THORSEN, City Manager

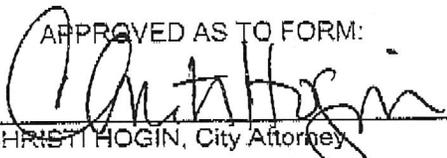
ATTEST:

\_\_\_\_\_  
LISA POPE, City Clerk  
(seal)

CONSULTANT:

  
By: Amy McMullen, Owner/President

APPROVED AS TO FORM:

  
\_\_\_\_\_  
CHRIST HOGIN, City Attorney

## **Exhibit A**

**SCOPE OF WORK:** The Contractor shall furnish all material, equipment and labor as directed by the Public Works Department staff to provide emergency street maintenance services.

### **I. General**

- A. Attend kick-off meeting at the City to discuss roles of team personnel, schedule, critical activities, constraints, interface with the public and specific issues.
- B. The Contractor shall provide the names, addresses, and phone numbers of representative(s) responsible for the following:
  - 1. 24 hour on-call emergency responses
  - 2. Person in responsible charge at the local office
  - 3. Person in responsible charge at the main office.
- C. All Contractors and subcontractors shall carry full insurance with City named as an additional insured.
- D. Maintain a safety program for all staff in compliance with all State and Federal laws.
- E. Insure all maintenance staff is properly trained and that all records for the training are kept in compliance with State and Federal laws.
- F. Perform the services with the degree of skill and diligence normally employed by operations and maintenance personnel performing the same or similar services.
- G. The Contractor shall submit certified payroll reports to the California Department of Industrial Relations. The City may withhold processing any pay request for non-compliance with this requirement.
- H. The Contractor shall conduct the work required in such a manner as to cause the least amount of interference to the public and the general operations of the City.
- I. All subcontractors shall be licensed and bonded in the specialty for which they are contracted.
- J. Contractor shall not use any subcontractors without prior written approval by the City Engineer. Approval may be withheld until the Contractor has submitted a written statement concerning the use of proposed use of a subcontractor which statement shall contain all the information required by the City.
- K. The use of a subcontractor shall not create any contractual relationship between the subcontractor and City. The Contractor shall be fully responsible for any acts and omissions of his subcontractors, and any persons directly or indirectly employed by them.
- L. Subcontractors shall be subject to all terms and conditions of the agreement entered into by the City and Contractor.
- M. Contractor shall be responsible for complete supervision of all workers, work crews, and subcontractors. All supervisors shall be equipped at all times with a cellular telephone.
- N. Contractor shall comply with reasonable requests of the City Engineer as to preferred sequence for various types of work.

- O. Contractor shall perform no work in addition to scheduled work unless the additional work is approved in advance by the City Engineer.
- P. The need for additional work may be identified by either the Contractor or the City Engineer. If identified by the Contractor, it shall not be performed without prior approval of the City Engineer. If identified by the City Engineer, the Contractor may proceed with such work.
- Q. Contractor shall keep records for work orders, payrolls, subcontracts, material and contractual service invoices, and equipment rental invoices. All such records shall, upon demand, be made available to the City for inspection and/or public records requests.
- R. Traffic control shall conform to Section 7-10 of the "Greenbook" Standards Specifications for Public Works Construction except that references to the California Department of Transportation Traffic Manual should be replaced with references to the California Manual on Uniform Traffic Control Devices.
- S. Contractor shall implement Best Management Practices (BMPs) to prevent storm water pollution from entering natural streams, ocean waters, and/or the City's storm drain systems. The BMPs implemented shall include, but not limited to, those appropriate for wet weather conditions.
- T. Contractor shall legally dispose of materials and debris.
- U. Contractor shall use reasonable efforts to prevent waste of utility resources (water, electric power, etc.) which are provided by the City.
- V. The Contractor shall observe and report to the City Engineer any problems that are of interest to the City, but outside the scope of work described within this proposal.

## **II. Emergency Response**

- A. Work under this section shall consist of providing emergency street maintenance services at any time including after regular working hours, on weekends, and on holidays. Emergency services may include, but not necessarily limited to the following:
  - Pavement and concrete repair
  - Storm clean-up
  - Mud/Land slide clean-up
  - Placement of traffic barricades
  - Traffic control
  - Slope restoration
  - Mobilization of construction equipment
- B. Within ten (10) working days after the contract has been executed, the Contractor shall submit to the City Engineer for approval, a procedure for emergency response at any given time. After approval, the procedure shall be implemented immediately by the Contractor. The procedure may be modified at any given time by mutual agreement of the Contractor and City Engineer.
- C. A four (4) man crew must be on-call at all times. The maximum response time shall be 120 minutes at any time. The crew and necessary equipment must be at the work site and capable of operating within the maximum response time.
- D. The Contractor shall provide all temporary barricading as necessary due to

unusual conditions within the public right-of-way. All Contractor field crews must carry at least three (3) Type II barricades with flasher units in their vehicles at all times.

- E. If the Contractor observes or is contacted by City staff or Sheriff Department of an unsafe or unusual conditions within the public right of-way, the Contractor is to immediately barricade this item and notify the City Engineer with all appropriate details. Traffic barricade service shall be available within 60 minutes at all times.

### **III. Payment**

- A. All invoices shall contain at a minimum the following:

- Name(s) and classification(s) of person(s) performing work
- Hourly rate
- Total number of hours worked
- Total cost
- Date and time when work was performed
- Equipment used
- Equipment mobilized
- Material supplied

- B. Payment for emergency street maintenance services shall be made on a time and material basis in accordance with Section 3-3 of the Standard Specifications for Public Works Construction (Greenbook).

# Exhibit B

J & H ENGINEERING GENERAL CONTRACTORS, INC.

RATE SHEET - JULY 1, 2015 TO JUNE 30, 2016

EQUIPMENT LIST TYPE	MAKE/MODEL	BARE RENTAL RATE				OPERATED AND MAINTAINED			
		HOURLY	DAILY	WEEKLY	MONTH	HOURLY	DAILY	WEEKLY	MONTHLY
EXCAVATOR	JOHN DEER 790	\$ 68.75	\$ 550.00	\$ 2,200.00	\$ 6,600.00	\$ 173.73	\$ 1,389.84	\$ 6,399.20	\$ 23,396.80
EXCAVATOR	CATERPILLAR 330	\$ 100.00	\$ 800.00	\$ 3,200.00	\$ 9,600.00	\$ 204.98	\$ 1,639.84	\$ 7,399.20	\$ 26,396.80
BACKHOE	JOHN DEER 410	\$ 43.75	\$ 350.00	\$ 1,400.00	\$ 4,200.00	\$ 148.73	\$ 1,189.84	\$ 5,599.20	\$ 20,996.80
BACKHOE	CASE 680	\$ 43.75	\$ 350.00	\$ 1,400.00	\$ 4,200.00	\$ 148.73	\$ 1,189.84	\$ 5,599.20	\$ 20,996.80
BACKHOE	CATERPILLAR 446	\$ 43.75	\$ 350.00	\$ 1,400.00	\$ 4,200.00	\$ 148.73	\$ 1,189.84	\$ 5,599.20	\$ 20,996.80
HOE RAM	CASE 680	\$ 175.00	\$ 1,400.00	\$ 5,600.00	\$ 16,800.00	\$ 279.98	\$ 2,239.84	\$ 9,799.20	\$ 33,596.80
SKIP LOADER	JOHN DEER 210	\$ 43.75	\$ 350.00	\$ 1,400.00	\$ 4,200.00	\$ 148.73	\$ 1,189.84	\$ 5,599.20	\$ 20,996.80
LOADER	CATERPILLAR 938	\$ 59.38	\$ 475.00	\$ 1,900.00	\$ 5,700.00	\$ 164.36	\$ 1,314.84	\$ 6,099.20	\$ 22,496.80
ROLLER	INGERSOL RAND DD22	\$ 31.25	\$ 250.00	\$ 1,000.00	\$ 3,000.00	\$ 136.23	\$ 1,089.84	\$ 5,199.20	\$ 19,796.80
ROLLER	INGERSOL RAND DD90	\$ 56.25	\$ 450.00	\$ 1,800.00	\$ 5,400.00	\$ 161.23	\$ 1,289.84	\$ 5,999.20	\$ 22,196.80
ROLLER	DYNAPAK	\$ 56.25	\$ 450.00	\$ 1,800.00	\$ 5,400.00	\$ 152.64	\$ 1,221.12	\$ 5,655.60	\$ 20,822.40
ROLLER	HYSTER 5-7 TON	\$ 46.25	\$ 370.00	\$ 1,480.00	\$ 4,440.00	\$ 151.23	\$ 1,209.84	\$ 5,679.20	\$ 21,236.80
PAVING MACHINE	LEEBOY 7400	\$ 106.25	\$ 850.00	\$ 3,400.00	\$ 10,200.00	\$ 211.23	\$ 1,689.84	\$ 7,599.20	\$ 26,996.80
PAVING MACHINE	CEDAR RAPIDS	\$ 150.00	\$ 1,200.00	\$ 4,800.00	\$ 14,400.00	\$ 254.98	\$ 2,039.84	\$ 8,999.20	\$ 31,196.80
TACK POT		\$ 9.38	\$ 75.00	\$ 300.00	\$ 900.00				
DUMP TRUCK	KENWORTH 10-WHEELER	\$ 43.75	\$ 350.00	\$ 1,400.00	\$ 4,200.00	\$ 148.73	\$ 1,189.84	\$ 5,599.20	\$ 20,996.80
DUMP TRUCK	FORD BOB TAIL	\$ 43.75	\$ 350.00	\$ 1,400.00	\$ 4,200.00	\$ 148.73	\$ 1,189.84	\$ 5,599.20	\$ 20,996.80
WATER TRUCK	FORD	\$ 43.75	\$ 350.00	\$ 1,400.00	\$ 4,200.00	\$ 148.73	\$ 1,189.84	\$ 5,599.20	\$ 20,996.80
FLATBED SERVICE TRUCK	INTERNATIONAL W/ LIFT GAT	\$ 18.75	\$ 150.00	\$ 600.00	\$ 1,800.00				
FLATBED SERVICE TRUCK	INTERNATIONAL	\$ 18.75	\$ 150.00	\$ 600.00	\$ 1,800.00				
SERVICE TRUCK AND TOOLS	ALL	\$ 18.75	\$ 150.00	\$ 600.00	\$ 1,800.00				

**MOBILIZATION - TO MALIBU**

MOVE IN/OUT EXCAVATOR	\$ 800.00	EACH WAY
MOVE IN/OUT BACKHOE	\$ 350.00	EACH WAY
MOVE IN/OUT ROLLER	\$ 350.00	EACH WAY
MOVE IN/OUT PAVING MACHINE	\$ 500.00	EACH WAY

**PREVAILING WAGE RATES - EFFECTIVE 7/1/15 THROUGH 6/30/16**

Class	Hourly Rate (Regular Hours)	Overtime	Hourly Rate -
		(After hours M F & Saturdays)	2x Overtime (Sunday Work)
Laborer 1	\$ 78.49	\$ 117.74	\$ 156.98
Laborer 2	\$ 79.37	\$ 119.06	\$ 158.74
Laborer 3	\$ 80.25	\$ 120.38	\$ 160.50
Laborer 4	\$ 82.72	\$ 124.08	\$ 165.44
Cement Mason	\$ 82.99	\$ 124.49	\$ 165.98
Teamster	\$ 84.28	\$ 126.42	\$ 168.56
Operator 8	\$ 104.98	\$ 157.47	\$ 209.96
Operator 6	\$ 104.98	\$ 157.47	\$ 209.96
Supervisor	\$ 125.00	\$ 187.50	\$ 250.00

By: *Amy A. Miller*  
PRESIDENT



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/14/2015

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 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).

<b>PRODUCER</b> Tolman & Wiker Insurance Services LLC #0E52073 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388	<b>CONTACT NAME:</b> Jessica Yasbek <b>PHONE (A/C, No, Ext):</b> (805) 585-6114 <b>FAX (A/C, No):</b> (805) 585-6214 <b>E-MAIL ADDRESS:</b> jyasbek@tolmanandwiker.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER B:</td> <td>Travelers Prop Cas Co of Amer</td> <td>25674</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Travelers Indemnity Company	25658	INSURER B:	Travelers Prop Cas Co of Amer	25674	INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER E:																					
INSURER F:																					
<b>INSURED</b> J & H Engineering General Contractors, Inc. 4065 Mission Oaks Blvd., Suite B Camarillo CA 93012																					

**COVERAGES** CERTIFICATE NUMBER: 15/16 GL/AUTO/UMB/WC REVISION NUMBER:

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <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"/> PROJECT <input type="checkbox"/> LOC		X	DT22-CO-766X3615-TCT-15	7/13/2015	7/13/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 \$
	THIS POLICY CONTAINS AN EXCLUSION FOR ALL OPERATIONS ASSOCIATED WITH WRAP/OCIP WORK						
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		X	BA 766X3615 15-CNS	7/13/2015	7/13/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			DTSM-CUP-766X3615-TIL-15	7/13/2015	7/13/2016	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	<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		N/A	DTJ-UB-766X3615-15	1/1/2015	1/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Re: Emergency Street Maintenance Services. GL/AUTO: The City, its Boards, Officers, Agents and Employees are Additional Insureds as respects to referenced project per forms (GL) CGD3161111 and (AUTO) CAT3530609. This Insurance is Primary to any other Insurance per forms (GL) CG00011001 and (AUTO) CA00010310. WC: A Waiver of Subrogation is added in favor of Additional Insureds per form WC990376A001. Endorsements apply only as required by current written contract on file.

**CERTIFICATE HOLDER**

RDuboux@malibucity.org

City of Malibu  
 Public Works Department  
 23825 Stuart Ranch Road  
 Malibu, CA 90265

**CANCELLATION**

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

D Sutton, AAI, AIS/JE *Denise A Sutton*

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <b>A. BROAD FORM NAMED INSURED</b>                                  | <b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b>  |
| <b>B. BLANKET ADDITIONAL INSURED</b>                                | <b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b> |
| <b>C. EMPLOYEE HIRED AUTO</b>                                       | <b>J. PERSONAL EFFECTS</b>  |
| <b>D. EMPLOYEES AS INSURED</b>                                      | <b>K. AIRBAGS</b>   |
| <b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b>                 | <b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b>                    |
| <b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b> | <b>M. BLANKET WAIVER OF SUBROGATION</b>                               |
| <b>G. WAIVER OF DEDUCTIBLE – GLASS</b>                              | <b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b>                           |

### PROVISIONS

#### A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

## COMMERCIAL AUTO

### 2. The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:

#### b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

#### D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

#### E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

##### 1. The following replaces Paragraph A.2.a.(2), of SECTION II – LIABILITY COVERAGE:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

##### 2. The following replaces Paragraph A.2.a.(4), of SECTION II – LIABILITY COVERAGE:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

#### F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph e. in Paragraph B.7., Policy Term, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDITIONS:

- e. Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the

United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

- (1) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

- (a) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

- (b) Neither you nor any other involved "insured" will make any settlement without our consent.

- (c) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

- (d) We will reimburse the "insured":

- (i) For sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this Insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limit Of Insurance, of SECTION II – LIABILITY COVERAGE;

- (ii) For the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limit Of Insurance, of SECTION II – LIABILITY COVERAGE,

and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(2) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess contingent or on any other basis.

(3) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(4) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

**G. WAIVER OF DEDUCTIBLE - GLASS**

The following is added to Paragraph D., Deductible, of SECTION III - PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

**H. HIRED AUTO PHYSICAL DAMAGE - LOSS OF USE - INCREASED LIMIT**

The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SECTION III - PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

**I. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT**

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III - PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

**J. PERSONAL EFFECTS**

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III - PHYSICAL DAMAGE COVERAGE:

**Personal Effects**

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

**K. AIRBAGS**

The following is added to Paragraph B.3., Exclusions, of SECTION III - PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

**L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

The following is added to Paragraph A.2.a., of SECTION IV - BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);

COMMERCIAL AUTO

- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

**M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV - BUSINESS AUTO CONDITIONS:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the ex-

tent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV - BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CONTRACTORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>A. Aircraft Chartered With Pilot</li> <li>B. Damage To Premises Rented To You</li> <li>C. Increased Supplementary Payments</li> <li>D. Incidental Medical Malpractice</li> <li>E. Who Is An Insured – Newly Acquired Or Formed Organizations</li> <li>F. Who Is An Insured – Broadened Named Insured – Unnamed Subsidiaries</li> <li>G. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises</li> </ul> | <ul style="list-style-type: none"> <li>H. Blanket Additional Insured – Lessors Of Leased Equipment</li> <li>I. Blanket Additional Insured – States Or Political Subdivisions – Permits</li> <li>J. Knowledge And Notice Of Occurrence Or Offense</li> <li>K. Unintentional Omission</li> <li>L. Blanket Waiver Of Subrogation</li> <li>M. Amended Bodily Injury Definition</li> <li>N. Contractual Liability – Railroads</li> </ul> |
|--|---|

### PROVISIONS

#### A. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

#### B. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion j., **Damage To Property**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.
2. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A. BODILY**

#### INJURY AND PROPERTY DAMAGE LIABILITY:

Exclusions c. and g. through n. do not apply to "premises damage". Exclusion f.(1)(a) does not apply to "premises damage" caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water;

unless Exclusion f. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has exclusion – All Pollution Injury Or Damage or Total Pollution Exclusion in its title.

A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**.

COMMERCIAL GENERAL LIABILITY

3. The following replaces Paragraph 6. of SECTION III – LIMITS OF INSURANCE:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.

4. The following replaces Paragraph a. of the definition of "insured contract" in the DEFINITIONS Section:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

5. The following is added to the DEFINITIONS Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

6. The following replaces Paragraph 4.b.(1)(b) of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

(b) That is insurance for "premises damage"; or

7. Paragraph 4.b.(1)(c) of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is deleted.

C. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGE:

- b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph 1.d. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGES:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

D. INCIDENTAL MEDICAL MALPRACTICE

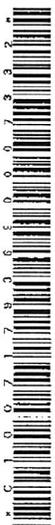
1. The following is added to the definition of "occurrence" in the DEFINITIONS Section:

"Occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraph (1)(d) above does not apply to "bodily injury" arising out of providing or failing to provide:

- (i) "Incidental medical services" by any of your "employees" who is a nurse practitioner, registered nurse, licensed practical nurse, nurse assistant, emergency medical technician or paramedic; or
- (ii) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.



COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**  
For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**  
**Sale Of Pharmaceuticals**  
"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.
5. The following is added to the **DEFINITIONS** Section:  
"Incidental medical services" means:  
a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or  
b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.  
"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.
6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**  
The insurance is excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" or "volunteer workers" for "bodily injury" that arises out of providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.
- E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS**  
The following replaces Paragraph 4. of **SECTION II – WHO IS AN INSURED:**
4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:
- a. Coverage under this provision is afforded only:
- (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;
- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.
- F. WHO IS AN INSURED – BROADENED NAMED INSURED – UNNAMED SUBSIDIARIES**  
The following is added to **SECTION II – WHO IS AN INSURED:**  
Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if you maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period.  
No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such subsidiary.

COMMERCIAL GENERAL LIABILITY

**G. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES**

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
  - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
  - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, lessor or manager.
- c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

**H. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT**

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.
- c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

**I. BLANKET ADDITIONAL INSURED – STATES OR POLITICAL SUBDIVISIONS – PERMITS**

The following is added to SECTION II – WHO IS AN INSURED:

Any state or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required



COMMERCIAL GENERAL LIABILITY

by any ordinance, law or building code to include as an additional insured or this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to:

- a. Any "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

**J. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE**

The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim or Suit**, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture or limited liability company) or any "employee" authorized by you to give notice of an "occurrence" or offense.

- (2) If you are a partnership, joint venture or limited liability company, and none of your partners, joint venture members or managers are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

- (a) Any individual who is:
  - (i) A partner or member of any partnership or joint venture;

- (ii) A manager of any limited liability company; or

- (iii) An executive officer or director of any other organization;

that is your partner, joint venture member or manager; or

- (b) Any "employee" authorized by such partnership, joint venture, limited liability company or other organization to give notice of an "occurrence" or offense.

- (3) Notice to us of such "occurrence" or of an offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this Coverage Part includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

**K. UNINTENTIONAL OMISSION**

The following is added to Paragraph 6., **Representations**, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

**L. BLANKET WAIVER OF SUBROGATION**

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

COMMERCIAL GENERAL LIABILITY

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of that contract or agreement.

**M. AMENDED BODILY INJURY DEFINITION**

The following replaces the definition of "bodily injury" in the DEFINITIONS Section:

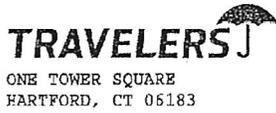
3. "Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

**N. CONTRACTUAL LIABILITY - RAILROADS**

1. The following replaces Paragraph c. of the definition of "insured contract" in the DEFINITIONS Section:

- c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" in the DEFINITIONS Section is deleted.





WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 ( A) - 001

POLICY NUMBER: |

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2 . % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 1/1/2015 Policy No. DTJ-UB-766X3615-15 Endorsement No. Insured J & H Engineering General Contractors, Inc. Premium

Insurance Company Travelers Property Casualty Company of America Countersigned by \_\_\_\_\_

DATE OF ISSUE:

ST ASSIGN:

- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

**5. Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this coverage form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

**B. General Conditions**

**1. Bankruptcy**

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this coverage form.

**2. Concealment, Misrepresentation Or Fraud**

This coverage form is void in any case of fraud by you at any time as it relates to this coverage form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This coverage form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this coverage form.

**3. Liberalization**

If we revise this coverage form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

**4. No Benefit To Bailee – Physical Damage Coverages**

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this coverage form.

**5. Other Insurance**

a. For any covered "auto" you own, this coverage form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this coverage form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this coverage form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own.
- (2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph a. above, this coverage form's Liability Coverage is primary for any liability assumed under an "insured contract".

d. When this coverage form and any other coverage form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our coverage form bears to the total of the limits of all the coverage forms and policies covering on the same basis.

**6. Premium Audit**

a. The estimated premium for this coverage form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this policy is issued for more than one year, the premium for this coverage form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.



## EMERGENCY STREET MAINTENANCE AGREEMENT

THIS AGREEMENT is made as of January 11, 2016 by and between the City of Malibu, a municipal corporation ("City") and The Adjul Corporation dba Lee Construction Company, ("Contractor").

### RECITALS

A. City desires to utilize the services of Contractor as an independent contractor to provide emergency street maintenance services to City as set forth in the Scope of Work attached hereto as Exhibit A.

B. Contractor represents that it is fully qualified to perform such emergency street maintenance services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW, THEREFORE, in consideration of performance by the parties of the covenants and conditions herein contained, the parties hereto agree as follows:

#### 1. Contractor's Services.

A. Scope of Services. The nature and scope of the specific services to be performed by Contractor are as described in Exhibit "A, attached hereto and incorporated herein by reference.

B. Level of Services/Time of Performance. The level of and time of the specific services to be performed by Contractor are as set forth in Exhibit A.

C. Additional or Other Services. Any proposed changes in the work to be performed under this Agreement shall be made only by written amendment to this Agreement. Contractor is not authorized to undertake any work which would result in costs, expenses, or fees in excess of the costs contained in the Compensation Schedule attached hereto as Exhibit B without the express written approval of the City Manager. Should the City require the Contractor to provide additional services beyond the Scope of Work described in Exhibit A, for services not specifically described therein, the rates and quantities shall be negotiated between the City and Contractor.

2. **Term of Agreement.** This Agreement shall take effect on January 11, 2016 and shall continue in effect for 6 months from said date unless earlier extended or terminated pursuant to the provisions herein. City may, in its sole discretion, elect to extend the Term of this Agreement without seeking competitive proposals for an additional one (1) year upon successful demonstration of exemplary contract performance.

**3. Compensation.** City agrees to compensate Contractor for each service which Contractor performs to the satisfaction of City in compliance with the schedules set forth in Exhibit B, Compensation Schedule. Payment will be made only after submission of proper invoices in the form specified by City. The cost of services shall be for a total not to exceed \$100,000 during the initial term of this Agreement.

**4. General Terms and Conditions.**

A. Time is of the Essence – Contractor agrees to perform the services and deliver the work products provided for herein in strict accordance with any schedules set forth by the City.

B. License: Standard of Care – Contractor represents and agrees that all personnel engaged by the Contractor in performing the services are and shall be fully qualified and are authorized or permitted under Federal, State, and local law to perform such services. Contractor represents and warrants to the City that it has all licenses, permits, qualifications, and approvals required to provide the services and work required to be performed by this Agreement.

1. Contractor further represents and warrants that it shall keep in effect all such licenses, permits, and other approvals during the term of this Agreement. Contractor shall perform the services under this Agreement in a skillful and competent manner and in the manner and according to the standards observed by a competent practitioner of the work in which Contractor is engaged.

C. Subcontracting Subject to Approval – Contractor shall not subcontract any portion of the work to other persons or contractors without express written approval from the City.

D. Administration – This Agreement will be administered by the City Manager or his designee. The City Manager or his designee shall be considered the Project Administrator and shall have the authority to act for the City under this Agreement. The City Manager or his designee shall represent the City in all matters pertaining to the services to be rendered pursuant to this Agreement.

E. Contractor's Records – Contractor shall keep records and invoices in connection with its work to be performed under this Agreement. Contractor shall maintain complete and accurate records with respect to the costs incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of the City during normal business hours to examine, audit, and make transcripts or copies of such records. Contractor shall allow inspection of all work, data,

documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

**5. Addresses.**

City: Jim Thorsen, City Manager  
City of Malibu  
23825 Stuart Ranch Road  
Malibu, CA 90265

Contractor: The Adjul Corporation dba Lee Construction Company  
4288 Adam Road  
Simi Valley, California 93063

**6. Status as Independent Contractor.**

A. Contractor is, and shall at all times remain as to City, a wholly independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

B. Contractor agrees to pay all required taxes on amounts paid to Contractor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. In the event that City is audited by any Federal or State agency regarding the independent contractor status of Contractor and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between City and Contractor, then Contractor agrees to reimburse City for all costs, including accounting and attorney's fees, arising out of such audit and any appeals relating thereto.

C. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this Section 6.

D. Contractor shall, at Contractor's sole cost and expense fully secure and comply with all federal, state and local governmental permit or licensing requirements, including but not limited to the City of Malibu, South Coast Air Quality Management District, and California Air Resources Board. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with the requirements in this Section 6. Additionally, the City shall have the right to offset against the amount of any fees due to Contractor under this Agreement for any amount or penalty levied against the City for Contractor's failure to comply with this Section 6.

**7. Indemnification.** Contractor 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 Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of City's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Should City in its sole discretion find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) covered by this indemnity obligation. 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.

**8. Insurance.** Contractor shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, with an insurance company authorized to do business in the State of California and approved by the City (1) a policy or policies of broad-form comprehensive general liability insurance with minimum limits of \$5,000,000.00 combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts by Contractor, its officers, employees, agents, and independent contractors in performance of services under this Agreement; (2) property damage insurance with a minimum limit of \$1,000,000.00; (3) automotive liability insurance, with minimum combined single limits coverage of \$1,000,000.00; and (4) worker's compensation insurance with a minimum limit of \$1,000,000.00 or the amount required by law, whichever is greater. City, its officers, employees, attorneys, and volunteers shall be named as additional insureds on the policy(ies) as to comprehensive general liability, property damage, and automotive liability. The policy(ies) as to comprehensive general liability, property damage, and automobile liability shall provide that they are primary, and that any insurance maintained by the City shall be excess insurance only.

A. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving City thirty (30) day's prior written notice thereof. Contractor agrees that it will not cancel, reduce or otherwise modify the insurance coverage.

B. All policies of insurance shall cover the obligations of Contractor pursuant to the terms of this Agreement; shall be issued by an insurance company which is authorized to do business in the State of California or which is approved in writing by the City; and shall be placed with a current A.M. Best's rating of no less than A VII.

C. Contractor shall submit to City (1) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (2) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement", or a substantially similar form which the City has agreed in writing to accept.

**9. Confidentiality.** Contractor in the course of its duties may have access to confidential data of City, private individuals, or employees of the City. Contractor covenants that all data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Contractor's covenant under this section shall survive the termination of this Agreement. Notwithstanding the foregoing, to the extent Contractor prepares reports of a proprietary nature specifically for and in connection with certain projects, the City shall not, except with Contractor's prior written consent, use the same for other unrelated projects.

**10. Ownership of Materials.** All materials provided by Contractor in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Contractor may, however, make and retain such copies of said documents and materials as Contractor may desire.

**11. Conflict of Interest.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Contractor under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Contractor

further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Contractor shall avoid the appearance of having any interest which would conflict in any manner with the performance of its services pursuant to this Agreement.

**12. Termination.** City may terminate this Agreement with or without cause upon thirty (30) days written notice to Contractor. In the event of such termination, City agrees to pay Contractor for services satisfactorily rendered prior to the effective date of termination. Immediately upon receiving written notice of termination, Contractor shall discontinue performing services.

Contractor may terminate this Agreement, or any program or service provided hereunder, at least ninety (90) days in advance of such termination. If this Agreement is terminated by the Contractor, the Contractor shall be compensated for services satisfactorily completed and approved prior to the effective date of termination.

**13. Personnel.** Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Contractor reserves the right to determine the assignment of its own employees to the performance of Contractor's services under this Agreement, but City reserves the right, for good cause, to require Contractor to exclude any employee from performing services on City's premises.

**14. Non-Discrimination and Equal Employment Opportunity.**

A. Contractor shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement, and will comply with all rules and regulations of City relating thereto. Such nondiscrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

C. Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

**15. Assignment.** Contractor shall not assign or transfer any interest in this Agreement nor the performance of any of Contractor's obligations hereunder, without the prior written consent of City, and any attempt by Contractor to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

**16. Compliance with Laws.** Contractor shall comply with all applicable laws, ordinances, codes and regulations of the federal, state, and local governments. Contractor shall keep itself informed of all State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Contractor shall, at all times, observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity by reason of the failure of the Contractor to comply with this paragraph.

**17. Non-Waiver of Terms, Rights and Remedies.** Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Contractor constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

**18. Attorney's Fees.** In the event that either party to this Agreement shall commence any legal or equitable action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees and costs, including costs of expert witnesses and Contractors.

**19. Notices.** Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during regular business hours or by facsimile before or during regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

**20. Governing Law/Venue.** This Contract shall be interpreted, construed and enforced in accordance with the laws of the State of California. The exclusive venue for any disputes arising under this Agreement shall be the Superior Court for the County of Los Angeles.

*Agreement for Professional Services  
The Adjul Corporation dba Lee Construction Company  
Page 8 of 8*

21. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

22. **Entire Agreement.** This Agreement, and any other documents incorporated herein by specific reference, represent the entire and integrated agreement between Contractor and City. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement. Amendments on behalf of the City will only be valid if signed by the City Manager or the Mayor and attested by the City Clerk.

23. **Exhibits.** All exhibits referred to in this Agreement are incorporated herein by this reference.

24. **Severability.** 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 provided that the principal purpose of this Agreement is not thereby frustrated.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

This Agreement is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, at Malibu, California, and effective as of January 11, 2016.

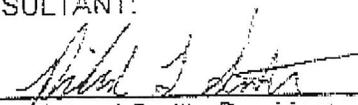
CITY OF MALIBU:

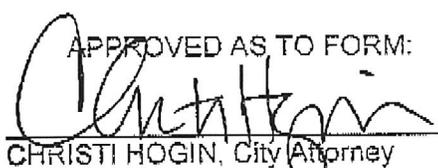
\_\_\_\_\_  
JIM THORSEN, City Manager

ATTEST:

\_\_\_\_\_  
LISA POPE, City Clerk  
(seal)

CONSULTANT:

  
\_\_\_\_\_  
By: Richard Smith, President

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
CHRISTI HOGIN, City Attorney

## Exhibit A

**SCOPE OF WORK:** The Contractor shall furnish all material, equipment and labor as directed by the Public Works Department staff to provide emergency street maintenance services.

### I. General

- A. Attend kick-off meeting at the City to discuss roles of team personnel, schedule, critical activities, constraints, interface with the public and specific issues.
- B. The Contractor shall provide the names, addresses, and phone numbers of representative(s) responsible for the following:
  - 1. 24 hour on-call emergency responses
  - 2. Person in responsible charge at the local office
  - 3. Person in responsible charge at the main office.
- C. All Contractors and subcontractors shall carry full insurance with City named as an additional insured.
- D. Maintain a safety program for all staff in compliance with all State and Federal laws.
- E. Insure all maintenance staff is properly trained and that all records for the training are kept in compliance with State and Federal laws.
- F. Perform the services with the degree of skill and diligence normally employed by operations and maintenance personnel performing the same or similar services.
- G. The Contractor shall submit certified payroll reports to the California Department of Industrial Relations. The City may withhold processing any pay request for non-compliance with this requirement.
- H. The Contractor shall conduct the work required in such a manner as to cause the least amount of interference to the public and the general operations of the City.
- I. All subcontractors shall be licensed and bonded in the specialty for which they are contracted.
- J. Contractor shall not use any subcontractors without prior written approval by the City Engineer. Approval may be withheld until the Contractor has submitted a written statement concerning the use of proposed use of a subcontractor which statement shall contain all the information required by the City.
- K. The use of a subcontractor shall not create any contractual relationship between the subcontractor and City. The Contractor shall be fully responsible for any acts and omissions of his subcontractors, and any persons directly or indirectly employed by them.
- L. Subcontractors shall be subject to all terms and conditions of the agreement entered into by the City and Contractor.
- M. Contractor shall be responsible for complete supervision of all workers, work crews, and subcontractors. All supervisors shall be equipped at all times with a cellular telephone.
- N. Contractor shall comply with reasonable requests of the City Engineer as to preferred sequence for various types of work.

- O. Contractor shall perform no work in addition to scheduled work unless the additional work is approved in advance by the City Engineer.
- P. The need for additional work may be identified by either the Contractor or the City Engineer. If identified by the Contractor, it shall not be performed without prior approval of the City Engineer. If identified by the City Engineer, the Contractor may proceed with such work.
- Q. Contractor shall keep records for work orders, payrolls, subcontracts, material and contractual service invoices, and equipment rental invoices. All such records shall, upon demand, be made available to the City for inspection and/or public records requests.
- R. Traffic control shall conform to Section 7-10 of the "Greenbook" Standards Specifications for Public Works Construction except that references to the California Department of Transportation Traffic Manual should be replaced with references to the California Manual on Uniform Traffic Control Devices.
- S. Contractor shall implement Best Management Practices (BMPs) to prevent storm water pollution from entering natural streams, ocean waters, and/or the City's storm drain systems. The BMPs implemented shall include, but not limited to, those appropriate for wet weather conditions.
- T. Contractor shall legally dispose of materials and debris.
- U. Contractor shall use reasonable efforts to prevent waste of utility resources (water, electric power, etc.) which are provided by the City.
- V. The Contractor shall observe and report to the City Engineer any problems that are of interest to the City, but outside the scope of work described within this proposal.

## **II. Emergency Response**

- A. Work under this section shall consist of providing emergency street maintenance services at any time including after regular working hours, on weekends, and on holidays. Emergency services may include, but not necessarily limited to the following:
  - Pavement and concrete repair
  - Storm clean-up
  - Mud/Land slide clean-up
  - Placement of traffic barricades
  - Traffic control
  - Slope restoration
  - Mobilization of construction equipment
- B. Within ten (10) working days after the contract has been executed, the Contractor shall submit to the City Engineer for approval, a procedure for emergency response at any given time. After approval, the procedure shall be implemented immediately by the Contractor. The procedure may be modified at any given time by mutual agreement of the Contractor and City Engineer.
- C. A four (4) man crew must be on-call at all times. The maximum response time shall be 120 minutes at any time. The crew and necessary equipment must be at the work site and capable of operating within the maximum response time.
- D. The Contractor shall provide all temporary barricading as necessary due to

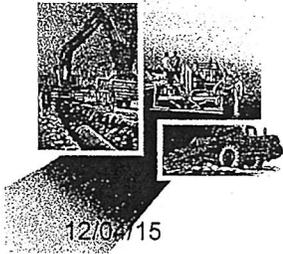
unusual conditions within the public right-of-way. All Contractor field crews must carry at least three (3) Type II barricades with flasher units in their vehicles at all times.

- E. If the Contractor observes or is contacted by City staff or Sheriff Department of an unsafe or unusual conditions within the public right of-way, the Contractor is to immediately barricade this item and notify the City Engineer with all appropriate details. Traffic barricade service shall be available within 60 minutes at all times.

### **III. Payment**

- A. All invoices shall contain at a minimum the following:
- Name(s) and classification(s) of person(s) performing work
  - Hourly rate
  - Total number of hours worked
  - Total cost
  - Date and time when work was performed
  - Equipment used
  - Equipment mobilized
  - Material supplied
- B. Payment for emergency street maintenance services shall be made on a time and material basis in accordance with Section 3-3 of the Standard Specifications for Public Works Construction (Greenbook).

# Exhibit B



## LEE CONSTRUCTION COMPANY GENERAL ENGINEERING CONTRACTOR

4288 ADAM ROAD, SIMI VALLEY, CA 93063

12/07/15

City of Malibu  
Public Works Department  
23825 Stuart Ranch Road  
Malibu, CA 90265

Attn: Rob DuBoux

**Project: Emergency Street and Maintenance Services**

### Cost Proposal Rates

Per your request we are hereby submitting labor, equipment, equipment mobilization and stand-by rates for City of Malibu RFQ Emergency Street Maintenance Services. This is based on Prevailing Wage Rates.

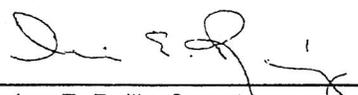
Item No.	Description				Rate
<b>Labor</b>					
1	Labor	per	hr	\$	60.62
	Labor OT	per	hr	\$	81.03
2	Operator	per	hr	\$	82.63
	Operator OT	per	hr	\$	110.38
3	Foreman	per	hr	\$	84.63
	Foreman OT	per	hr	\$	113.38
4	Teamster	per	hr	\$	62.73
	Teamster OT	per	hr	\$	83.63
<b>Equipment - Cal Trans Rates</b>					
5	Tool Truck	per	hr	\$	30.00
	Compressor	per	hr	\$	21.33
6	Cat 322 Excavator	per	hr	\$	106.51
	Mobilization Rate	per	hr	\$	110.00
7	966F Cat Loader	per	hr	\$	151.00
	Mobilization Rate	per	hr	\$	110.00
8	John Deer 332 CTL	per	hr	\$	38.05
	Mobilization Rate	per	hr	\$	95.00
9	John Deer 700J Dozer	per	hr	\$	64.50
	Mobilization Rate	per	hr	\$	110.00

10	Case 580M Backhoe	per	hr	\$	52.39
	Mobilization Rate	per	hr	\$	95.00
11	Bomag Walk Behind Sheeps Foot Roller	per	hr	\$	26.88
12	John Deere 210 LE Skiploader	per	hr	\$	39.00
	Mobilization Rate	per	hr	\$	95.00
13	Ford 545D Skiploader	per	hr	\$	39.00
	Mobilization Rate	per	hr	\$	95.00
14	Cat 950H Loader	per	hr	\$	143.42
	Mobilization Rate	per	hr	\$	110.00
15	John Deere 60D Excavator	per	hr	\$	40.11
	Mobilization Rate	per	hr	\$	95.00
16	John Deere 50D Excavator	per	hr	\$	35.00
	Mobilization Rate	per	hr	\$	95.00
17	Bobtail Dump Truck	per	hr	\$	55.69
18	Water Truck 2500 Gal	per	hr	\$	35.69
	Mobilization Rate	per	hr	\$	95.00
19	Bobcat 590	per	hr	\$	39.00
	Mobilization Rate	per	hr	\$	95.00
20	3" Trash Pump	per	hr	\$	5.75
21	Super 10 Dump Truck (would be hired out)	per	hr	\$	85.00

**Stand-By Rates - Cal Trans Rates**

22	Tool Truck	per	hr	\$	3.90
23	Compressor	per	hr	\$	3.63
24	Cat 322 Excavator	per	hr	\$	17.21
25	966F Cat Loader	per	hr	\$	16.83
26	John Deer 332 CTL	per	hr	\$	6.09
27	John Deer 700J Dozer	per	hr	\$	8.50
28	Case 580M Backhoe	per	hr	\$	6.37
29	Bomag Walk Behind Sheeps Foot Roller	per	hr	\$	3.77
30	John Deere 210 LE Skiploader	per	hr	\$	4.68
31	Ford 545D Skiploader	per	hr	\$	4.68
32	Cat 950H Loader	per	hr	\$	17.21
33	John Deere 60D Excavator	per	hr	\$	5.21
34	John Deere 50D Excavator	per	hr	\$	4.25
35	Bobtail Dump Truck	per	hr	\$	9.02
36	Water Truck 2500 Gal	per	hr	\$	5.05
37	Bobcat 590	per	hr	\$	4.90
38	3" Trash Pump	per	hr	\$	5.75

Respectfully Submitted  
Lee Construction Co.

By   
Debra E. Reilly, Secretary

## EMERGENCY STREET MAINTENANCE AGREEMENT

THIS AGREEMENT is made as of January 11, 2016 by and between the City of Malibu, a municipal corporation ("City") and Sam Hill & Sons, Inc. ("Contractor").

### RECITALS

A. City desires to utilize the services of Contractor as an independent contractor to provide emergency street maintenance services to City as set forth in the Scope of Work attached hereto as Exhibit A.

B. Contractor represents that it is fully qualified to perform such emergency street maintenance services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW, THEREFORE, in consideration of performance by the parties of the covenants and conditions herein contained, the parties hereto agree as follows:

#### 1. Contractor's Services.

A. Scope of Services. The nature and scope of the specific services to be performed by Contractor are as described in Exhibit "A, attached hereto and incorporated herein by reference.

B. Level of Services/Time of Performance. The level of and time of the specific services to be performed by Contractor are as set forth in Exhibit A.

C. Additional or Other Services. Any proposed changes in the work to be performed under this Agreement shall be made only by written amendment to this Agreement. Contractor is not authorized to undertake any work which would result in costs, expenses, or fees in excess of the costs contained in the Compensation Schedule attached hereto as Exhibit B without the express written approval of the City Manager. Should the City require the Contractor to provide additional services beyond the Scope of Work described in Exhibit A, for services not specifically described therein, the rates and quantities shall be negotiated between the City and Contractor.

2. **Term of Agreement.** This Agreement shall take effect on January 11, 2016 and shall continue in effect for 6 months from said date unless earlier extended or terminated pursuant to the provisions herein. City may, in its sole discretion, elect to extend the Term of this Agreement without seeking competitive proposals for an additional one (1) year upon successful demonstration of exemplary contract performance.

**3. Compensation.** City agrees to compensate Contractor for each service which Contractor performs to the satisfaction of City in compliance with the schedules set forth in Exhibit B, Compensation Schedule. Payment will be made only after submission of proper invoices in the form specified by City. The cost of services shall be for a total not to exceed \$100,000 during the initial term of this Agreement.

**4. General Terms and Conditions.**

A. Time is of the Essence – Contractor agrees to perform the services and deliver the work products provided for herein in strict accordance with any schedules set forth by the City.

B. License: Standard of Care – Contractor represents and agrees that all personnel engaged by the Contractor in performing the services are and shall be fully qualified and are authorized or permitted under Federal, State, and local law to perform such services. Contractor represents and warrants to the City that it has all licenses, permits, qualifications, and approvals required to provide the services and work required to be performed by this Agreement.

1. Contractor further represents and warrants that it shall keep in effect all such licenses, permits, and other approvals during the term of this Agreement. Contractor shall perform the services under this Agreement in a skillful and competent manner and in the manner and according to the standards observed by a competent practitioner of the work in which Contractor is engaged.

C. Subcontracting Subject to Approval – Contractor shall not subcontract any portion of the work to other persons or contractors without express written approval from the City.

D. Administration – This Agreement will be administered by the City Manager or his designee. The City Manager or his designee shall be considered the Project Administrator and shall have the authority to act for the City under this Agreement. The City Manager or his designee shall represent the City in all matters pertaining to the services to be rendered pursuant to this Agreement.

E. Contractor's Records – Contractor shall keep records and invoices in connection with its work to be performed under this Agreement. Contractor shall maintain complete and accurate records with respect to the costs incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of the City during normal business hours to examine, audit, and make transcripts or copies of such records. Contractor shall allow inspection of all work, data,

documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

**5. Addresses.**

City: Jim Thorsen, City Manager  
City of Malibu  
23825 Stuart Ranch Road  
Malibu, CA 90265

Contractor: Sam Hill & Sons, Inc.  
P.O. Box 5670  
Ventura, California 93005

**6. Status as Independent Contractor.**

A. Contractor is, and shall at all times remain as to City, a wholly independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

B. Contractor agrees to pay all required taxes on amounts paid to Contractor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. In the event that City is audited by any Federal or State agency regarding the independent contractor status of Contractor and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between City and Contractor, then Contractor agrees to reimburse City for all costs, including accounting and attorney's fees, arising out of such audit and any appeals relating thereto.

C. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this Section 6.

D. Contractor shall, at Contractor's sole cost and expense fully secure and comply with all federal, state and local governmental permit or licensing requirements, including but not limited to the City of Malibu, South Coast Air Quality Management District, and California Air Resources Board. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with the requirements in this Section 6. Additionally, the City shall have the right to offset against the amount of any fees due to Contractor under this Agreement for any amount or penalty levied against the City for Contractor's failure to comply with this Section 6.

**7. Indemnification.** Contractor 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 Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of City's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Should City in its sole discretion find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) covered by this indemnity obligation. 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.

**8. Insurance.** Contractor shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, with an insurance company authorized to do business in the State of California and approved by the City (1) a policy or policies of broad-form comprehensive general liability insurance with minimum limits of \$5,000,000.00 combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts by Contractor, its officers, employees, agents, and independent contractors in performance of services under this Agreement; (2) property damage insurance with a minimum limit of \$1,000,000.00; (3) automotive liability insurance, with minimum combined single limits coverage of \$1,000,000.00; and (4) worker's compensation insurance with a minimum limit of \$1,000,000.00 or the amount required by law, whichever is greater. City, its officers, employees, attorneys, and volunteers shall be named as additional insureds on the policy(ies) as to comprehensive general liability, property damage, and automotive liability. The policy(ies) as to comprehensive general liability, property damage, and automobile liability shall provide that they are primary, and that any insurance maintained by the City shall be excess insurance only.

A. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving City thirty (30) day's prior written notice thereof. Contractor agrees that it will not cancel, reduce or otherwise modify the insurance coverage.

B. All policies of insurance shall cover the obligations of Contractor pursuant to the terms of this Agreement; shall be issued by an insurance company which is authorized to do business in the State of California or which is approved in writing by the City; and shall be placed with a current A.M. Best's rating of no less than A VII.

C. Contractor shall submit to City (1) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (2) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement", or a substantially similar form which the City has agreed in writing to accept.

**9. Confidentiality.** Contractor in the course of its duties may have access to confidential data of City, private individuals, or employees of the City. Contractor covenants that all data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Contractor's covenant under this section shall survive the termination of this Agreement. Notwithstanding the foregoing, to the extent Contractor prepares reports of a proprietary nature specifically for and in connection with certain projects, the City shall not, except with Contractor's prior written consent, use the same for other unrelated projects.

**10. Ownership of Materials.** All materials provided by Contractor in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Contractor may, however, make and retain such copies of said documents and materials as Contractor may desire.

**11. Conflict of Interest.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Contractor under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Contractor

further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Contractor shall avoid the appearance of having any interest which would conflict in any manner with the performance of its services pursuant to this Agreement.

**12. Termination.** City may terminate this Agreement with or without cause upon thirty (30) days written notice to Contractor. In the event of such termination, City agrees to pay Contractor for services satisfactorily rendered prior to the effective date of termination. Immediately upon receiving written notice of termination, Contractor shall discontinue performing services.

Contractor may terminate this Agreement, or any program or service provided hereunder, at least ninety (90) days in advance of such termination. If this Agreement is terminated by the Contractor, the Contractor shall be compensated for services satisfactorily completed and approved prior to the effective date of termination.

**13. Personnel.** Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Contractor reserves the right to determine the assignment of its own employees to the performance of Contractor's services under this Agreement, but City reserves the right, for good cause, to require Contractor to exclude any employee from performing services on City's premises.

**14. Non-Discrimination and Equal Employment Opportunity.**

A. Contractor shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement, and will comply with all rules and regulations of City relating thereto. Such nondiscrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

C. Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

**15. Assignment.** Contractor shall not assign or transfer any interest in this Agreement nor the performance of any of Contractor's obligations hereunder, without the prior written consent of City, and any attempt by Contractor to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

**16. Compliance with Laws.** Contractor shall comply with all applicable laws, ordinances, codes and regulations of the federal, state, and local governments. Contractor shall keep itself informed of all State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Contractor shall, at all times, observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity by reason of the failure of the Contractor to comply with this paragraph.

**17. Non-Waiver of Terms, Rights and Remedies.** Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Contractor constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

**18. Attorney's Fees.** In the event that either party to this Agreement shall commence any legal or equitable action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees and costs, including costs of expert witnesses and Contractors.

**19. Notices.** Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during regular business hours or by facsimile before or during regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

**20. Governing Law/Venue.** This Contract shall be interpreted, construed and enforced in accordance with the laws of the State of California. The exclusive venue for any disputes arising under this Agreement shall be the Superior Court for the County of Los Angeles.

Agreement for Professional Services  
Sam Hill & Sons, Inc.  
Page 8 of 8

21. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

22. **Entire Agreement.** This Agreement, and any other documents incorporated herein by specific reference, represent the entire and integrated agreement between Contractor and City. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement. Amendments on behalf of the City will only be valid if signed by the City Manager or the Mayor and attested by the City Clerk.

23. **Exhibits.** All exhibits referred to in this Agreement are incorporated herein by this reference.

24. **Severability.** 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 provided that the principal purpose of this Agreement is not thereby frustrated.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

This Agreement is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, at Malibu, California, and effective as of January 11, 2016.

CITY OF MALIBU:

\_\_\_\_\_  
JIM THORSEN, City Manager

ATTEST:

\_\_\_\_\_  
LISA POPE, City Clerk  
(seal)

CONSULTANT:

\_\_\_\_\_  
By: Ronald L. Hill, President

APPROVED AS TO FORM:  
\_\_\_\_\_  
CHRISTI HOGIN, City Attorney

## Exhibit A

**SCOPE OF WORK:** The Contractor shall furnish all material, equipment and labor as directed by the Public Works Department staff to provide emergency street maintenance services.

### I. General

- A. Attend kick-off meeting at the City to discuss roles of team personnel, schedule, critical activities, constraints, interface with the public and specific issues.
- B. The Contractor shall provide the names, addresses, and phone numbers of representative(s) responsible for the following:
  1. 24 hour on-call emergency responses
  2. Person in responsible charge at the local office
  3. Person in responsible charge at the main office.
- C. All Contractors and subcontractors shall carry full insurance with City named as an additional insured.
- D. Maintain a safety program for all staff in compliance with all State and Federal laws.
- E. Insure all maintenance staff is properly trained and that all records for the training are kept in compliance with State and Federal laws.
- F. Perform the services with the degree of skill and diligence normally employed by operations and maintenance personnel performing the same or similar services.
- G. The Contractor shall submit certified payroll reports to the California Department of Industrial Relations. The City may withhold processing any pay request for non-compliance with this requirement.
- H. The Contractor shall conduct the work required in such a manner as to cause the least amount of interference to the public and the general operations of the City.
- I. All subcontractors shall be licensed and bonded in the specialty for which they are contracted.
- J. Contractor shall not use any subcontractors without prior written approval by the City Engineer. Approval may be withheld until the Contractor has submitted a written statement concerning the use of proposed use of a subcontractor which statement shall contain all the information required by the City.
- K. The use of a subcontractor shall not create any contractual relationship between the subcontractor and City. The Contractor shall be fully responsible for any acts and omissions of his subcontractors, and any persons directly or indirectly employed by them.
- L. Subcontractors shall be subject to all terms and conditions of the agreement entered into by the City and Contractor.
- M. Contractor shall be responsible for complete supervision of all workers, work crews, and subcontractors. All supervisors shall be equipped at all times with a cellular telephone.
- N. Contractor shall comply with reasonable requests of the City Engineer as to preferred sequence for various types of work.

- O. Contractor shall perform no work in addition to scheduled work unless the additional work is approved in advance by the City Engineer.
- P. The need for additional work may be identified by either the Contractor or the City Engineer. If identified by the Contractor, it shall not be performed without prior approval of the City Engineer. If identified by the City Engineer, the Contractor may proceed with such work.
- Q. Contractor shall keep records for work orders, payrolls, subcontracts, material and contractual service invoices, and equipment rental invoices. All such records shall, upon demand, be made available to the City for inspection and/or public records requests.
- R. Traffic control shall conform to Section 7-10 of the "Greenbook" Standards Specifications for Public Works Construction except that references to the California Department of Transportation Traffic Manual should be replaced with references to the California Manual on Uniform Traffic Control Devices.
- S. Contractor shall implement Best Management Practices (BMPs) to prevent storm water pollution from entering natural streams, ocean waters, and/or the City's storm drain systems. The BMPs implemented shall include, but not limited to, those appropriate for wet weather conditions.
- T. Contractor shall legally dispose of materials and debris.
- U. Contractor shall use reasonable efforts to prevent waste of utility resources (water, electric power, etc.) which are provided by the City.
- V. The Contractor shall observe and report to the City Engineer any problems that are of interest to the City, but outside the scope of work described within this proposal.

## **II. Emergency Response**

- A. Work under this section shall consist of providing emergency street maintenance services at any time including after regular working hours, on weekends, and on holidays. Emergency services may include, but not necessarily limited to the following:
  - Pavement and concrete repair
  - Storm clean-up
  - Mud/Land slide clean-up
  - Placement of traffic barricades
  - Traffic control
  - Slope restoration
  - Mobilization of construction equipment
- B. Within ten (10) working days after the contract has been executed, the Contractor shall submit to the City Engineer for approval, a procedure for emergency response at any given time. After approval, the procedure shall be implemented immediately by the Contractor. The procedure may be modified at any given time by mutual agreement of the Contractor and City Engineer.
- C. A four (4) man crew must be on-call at all times. The maximum response time shall be 120 minutes at any time. The crew and necessary equipment must be at the work site and capable of operating within the maximum response time.
- D. The Contractor shall provide all temporary barricading as necessary due to

unusual conditions within the public right-of-way. All Contractor field crews must carry at least three (3) Type II barricades with flasher units in their vehicles at all times.

- E. If the Contractor observes or is contacted by City staff or Sheriff Department of an unsafe or unusual conditions within the public right of-way, the Contractor is to immediately barricade this item and notify the City Engineer with all appropriate details. Traffic barricade service shall be available within 60 minutes at all times.

### **III. Payment**

- A. All invoices shall contain at a minimum the following:
- Name(s) and classification(s) of person(s) performing work
  - Hourly rate
  - Total number of hours worked
  - Total cost
  - Date and time when work was performed
  - Equipment used
  - Equipment mobilized
  - Material supplied
- B: Payment for emergency street maintenance services shall be made on a time and material basis in accordance with Section 3-3 of the Standard Specifications for Public Works Construction (Greenbook).

Effective 07/01/15 - 06/30/16

Exhibit B

**Sam Hill and Sons, Inc.**

**OPERATED EQUIPMENT RATES**

Cat 330 Excavator	\$ 238.00	per hour
Compaction Wheel (330)	\$ 40.00	per hour
Cat 321 Excavator	\$ 201.00	per hour
Compaction Wheel (321)	\$ 38.00	per hour
Cat 314 Offset Excavator	\$ 178.00	per hour
Compaction Wheel (314)	\$ 36.00	per hour
Bobcat 430 Excavator	\$ 141.00	per hour
Case 590 / John Deere 310 Extendahoe (Backhoe/Loader)	\$ 141.00	per hour
Case 590 w/Paving Box	\$ 171.00	per hour
Extendahoe w/Allied Hoe-Pak	\$ 161.00	per hour
Extendahoe w/Auger	\$ 161.00	per hour
Extendahoe w/Hy-Ram	\$ 213.00	per hour
Extendahoe & Bobtail Dump Truck Combo (1 operator)	\$ 161.00	per hour
Extendahoe & 10 Wheel Dump Truck Combo (1 operator)	\$ 171.00	per hour
Compaction Wheel (for Extendahoe)	\$ 20.00	per hour
Uniloader Bobcat with Hoe or Loader	\$ 141.00	per hour
Uniloader Bobcat with Hy-Ram	\$ 176.00	per hour
Uniloader bobcat with Cold Planer	\$ 185.00	per hour
John Deere 650H Dozer w/Slope board	\$ 156.00	per hour
Cat 950G Loader (4 cu.yd.)	\$ 175.00	per hour
Cat 930K Loader (side dump)	\$ 166.00	per hour
Cat 112F Motorgrader	\$ 127.00	per hour
Hansen End Dump	\$ 119.00	per hour
50 Ton Lowbed (move-on/off)	\$ 124.00	per hour
50 Ton Lowbed (Green Load)	\$ 129.00	per hour
50 Ton Lowbed (Bonus Purple)	\$ 135.00	per hour
Permit	\$ 85.00	each way
2000 Gallon Water Truck	\$ 119.00	per hour
Gang Truck w/Tools	\$ 44.00	per hour
Foreman	\$ 95.00	per hour
Operator	\$ 88.00	per hour
Laborer	\$ 75.00	per hour

\* - Hourly labor and equipment rentals are subject to a four (4) hour minimum.

\*\* - Equipment rates subject to a fuel surcharge in the event of surging fuel prices.

\*\*\* - Standard rental rates will apply to the first eight (8) hours of each day. After eight (8) hours, overtime will apply as follows:

Operators	\$ 36.00	per hour
Laborers	\$ 31.00	per hour

Effective 07/01/15 - 06/30/16

## Sam Hill and Sons, Inc.

### BARE RENTAL EQUIPMENT RATES

Cat 330 Excavator	\$ 1,200.00	daily
Compaction Wheel (330)	\$ 320.00	daily
Cat 321 Excavator	\$ 904.00	daily
Cat 314 Excavator	\$ 720.00	daily
Bobcat 430 Excavator	\$ 424.00	daily
Case 590 / John Deere 310 Extendahoe	\$ 424.00	daily
Compaction Wheel (for Extendahoe)	\$ 160.00	daily
Compaction Wheel (321)	\$ 304.00	daily
Compaction Wheel (314)	\$ 288.00	daily
Uniloader Bobcat	\$ 424.00	daily
John Deere 650H Dozer w/Slope board	\$ 544.00	daily
Cat 950G Loader (4 cu.yd.)	\$ 696.00	daily
Cat 930K Loader (side dump)	\$ 624.00	daily
Cat 112F Motor Grader	\$ 312.00	daily
Static Sheepsfoot	\$ 200.00	daily
Asphalt Roller (3 ton)	\$ 280.00	daily
Asphalt Roller (Double Drum Walk Behind)	\$ 240.00	daily
Cat R-80 8,000lb Forklift	\$ 280.00	daily
Dump Truck (6 cu.yd.) plus fuel	\$ 320.00	daily
Dump Truck (10 Wheeler) plus fuel	\$ 400.00	daily
2000 Gallon Water Truck	\$ 360.00	daily
500 Gallon Water Pull Tank	\$ 144.00	daily
Air Compressor with Tools	\$ 240.00	daily
Pierce Arrow Pneumatic Mole	\$ 300.00	daily
Lincoln 200 Amp Arc Welder (plus gas)	\$ 160.00	daily
2500 Generator	\$ 50.00	daily
3" Pump	\$ 80.00	daily
Vibratory Plate	\$ 144.00	daily
Jumping Jack Compactor	\$ 144.00	daily
Light Tower	\$ 110.00	daily
Manhole Blower	\$ 50.00	daily
Oxygen Tester	\$ 75.00	daily
Sewer Cleaning Rope Reel	\$ 20.00	daily

\* - All equipment subject to move on and move off rates.

\*\* - Jobs requiring 40-hour certificates for hazardous waste are subject to a rate change.

\*\*\* - Rates include all applicable taxes, overhead and profit.

\*\*\*\* - Equipment rates subject to a fuel surcharge in the event of surging fuel prices.

## EMERGENCY STREET MAINTENANCE AGREEMENT

THIS AGREEMENT is made as of January 11, 2016 by and between the City of Malibu, a municipal corporation ("City") and PALP, Inc dba Excel Paving Company, ("Contractor").

### RECITALS

A. City desires to utilize the services of Contractor as an independent contractor to provide emergency street maintenance services to City as set forth in the Scope of Work attached hereto as Exhibit A.

B. Contractor represents that it is fully qualified to perform such emergency street maintenance services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW, THEREFORE, in consideration of performance by the parties of the covenants and conditions herein contained, the parties hereto agree as follows:

#### 1. Contractor's Services.

A. Scope of Services. The nature and scope of the specific services to be performed by Contractor are as described in Exhibit "A", attached hereto and incorporated herein by reference.

B. Level of Services/Time of Performance. The level of and time of the specific services to be performed by Contractor are as set forth in Exhibit A.

C. Additional or Other Services. Any proposed changes in the work to be performed under this Agreement shall be made only by written amendment to this Agreement. Contractor is not authorized to undertake any work which would result in costs, expenses, or fees in excess of the costs contained in the Compensation Schedule attached hereto as Exhibit B without the express written approval of the City Manager. Should the City require the Contractor to provide additional services beyond the Scope of Work described in Exhibit A, for services not specifically described therein, the rates and quantities shall be negotiated between the City and Contractor.

2. **Term of Agreement.** This Agreement shall take effect on January 11, 2016 and shall continue in effect for 6 months from said date unless earlier extended or terminated pursuant to the provisions herein. City may, in its sole discretion, elect to extend the Term of this Agreement without seeking competitive proposals for an additional one (1) year upon successful demonstration of exemplary contract performance.

**3. Compensation.** City agrees to compensate Contractor for each service which Contractor performs to the satisfaction of City in compliance with the schedules set forth in Exhibit B, Compensation Schedule. Payment will be made only after submission of proper invoices in the form specified by City. The cost of services shall be for a total not to exceed \$100,000 during the initial term of this Agreement.

**4. General Terms and Conditions.**

A. Time is of the Essence – Contractor agrees to perform the services and deliver the work products provided for herein in strict accordance with any schedules set forth by the City.

B. License: Standard of Care – Contractor represents and agrees that all personnel engaged by the Contractor in performing the services are and shall be fully qualified and are authorized or permitted under Federal, State, and local law to perform such services. Contractor represents and warrants to the City that it has all licenses, permits, qualifications, and approvals required to provide the services and work required to be performed by this Agreement.

1. Contractor further represents and warrants that it shall keep in effect all such licenses, permits, and other approvals during the term of this Agreement. Contractor shall perform the services under this Agreement in a skillful and competent manner and in the manner and according to the standards observed by a competent practitioner of the work in which Contractor is engaged.

C. Subcontracting Subject to Approval – Contractor shall not subcontract any portion of the work to other persons or contractors without express written approval from the City.

D. Administration – This Agreement will be administered by the City Manager or his designee. The City Manager or his designee shall be considered the Project Administrator and shall have the authority to act for the City under this Agreement. The City Manager or his designee shall represent the City in all matters pertaining to the services to be rendered pursuant to this Agreement.

E. Contractor's Records – Contractor shall keep records and invoices in connection with its work to be performed under this Agreement. Contractor shall maintain complete and accurate records with respect to the costs incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of the City during normal business hours to examine, audit, and make transcripts or copies of such records. Contractor shall allow inspection of all work, data,

documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

**5. Addresses.**

City: Jim Thorsen, City Manager  
City of Malibu  
23825 Stuart Ranch Road  
Malibu, CA 90265

Contractor: Palp, Inc. dba Excel Paving Company  
P.O. Box 16405  
Long Beach, California 90806

**6. Status as Independent Contractor.**

A. Contractor is, and shall at all times remain as to City, a wholly independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

B. Contractor agrees to pay all required taxes on amounts paid to Contractor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. In the event that City is audited by any Federal or State agency regarding the independent contractor status of Contractor and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between City and Contractor, then Contractor agrees to reimburse City for all costs, including accounting and attorney's fees, arising out of such audit and any appeals relating thereto.

C. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this Section 6.

D. Contractor shall, at Contractor's sole cost and expense fully secure and comply with all federal, state and local governmental permit or licensing requirements, including but not limited to the City of Malibu, South Coast Air Quality Management District, and California Air Resources Board. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with the requirements in this Section 6. Additionally, the City shall have the right to offset against the amount of any fees due to Contractor under this Agreement for any amount or penalty levied against the City for Contractor's failure to comply with this Section 6.

**7. Indemnification.** Contractor 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 Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of City's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Should City in its sole discretion find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) covered by this indemnity obligation. 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.

**8. Insurance.** Contractor shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, with an insurance company authorized to do business in the State of California and approved by the City (1) a policy or policies of broad-form comprehensive general liability insurance with minimum limits of \$5,000,000.00 combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts by Contractor, its officers, employees, agents, and independent contractors in performance of services under this Agreement; (2) property damage insurance with a minimum limit of \$1,000,000.00; (3) automotive liability insurance, with minimum combined single limits coverage of \$1,000,000.00; and (4) worker's compensation insurance with a minimum limit of \$1,000,000.00 or the amount required by law, whichever is greater. City, its officers, employees, attorneys, and volunteers shall be named as additional insureds on the policy(ies) as to comprehensive general liability, property damage, and automotive liability. The policy(ies) as to comprehensive general liability, property damage, and automobile liability shall provide that they are primary, and that any insurance maintained by the City shall be excess insurance only.

A. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving City thirty (30) day's prior written notice thereof. Contractor agrees that it will not cancel, reduce or otherwise modify the insurance coverage.

B. All policies of insurance shall cover the obligations of Contractor pursuant to the terms of this Agreement; shall be issued by an insurance company which is authorized to do business in the State of California or which is approved in writing by the City; and shall be placed with a current A.M. Best's rating of no less than A VII.

C. Contractor shall submit to City (1) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (2) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement", or a substantially similar form which the City has agreed in writing to accept.

**9. Confidentiality.** Contractor in the course of its duties may have access to confidential data of City, private individuals, or employees of the City. Contractor covenants that all data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Contractor's covenant under this section shall survive the termination of this Agreement. Notwithstanding the foregoing, to the extent Contractor prepares reports of a proprietary nature specifically for and in connection with certain projects, the City shall not, except with Contractor's prior written consent, use the same for other unrelated projects.

**10. Ownership of Materials.** All materials provided by Contractor in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Contractor may, however, make and retain such copies of said documents and materials as Contractor may desire.

**11. Conflict of Interest.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Contractor under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Contractor

further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Contractor shall avoid the appearance of having any interest which would conflict in any manner with the performance of its services pursuant to this Agreement.

**12. Termination.** City may terminate this Agreement with or without cause upon thirty (30) days written notice to Contractor. In the event of such termination, City agrees to pay Contractor for services satisfactorily rendered prior to the effective date of termination. Immediately upon receiving written notice of termination, Contractor shall discontinue performing services.

Contractor may terminate this Agreement, or any program or service provided hereunder, at least ninety (90) days in advance of such termination. If this Agreement is terminated by the Contractor, the Contractor shall be compensated for services satisfactorily completed and approved prior to the effective date of termination.

**13. Personnel.** Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Contractor reserves the right to determine the assignment of its own employees to the performance of Contractor's services under this Agreement, but City reserves the right, for good cause, to require Contractor to exclude any employee from performing services on City's premises.

**14. Non-Discrimination and Equal Employment Opportunity.**

A. Contractor shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement, and will comply with all rules and regulations of City relating thereto. Such nondiscrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

C. Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

**15. Assignment.** Contractor shall not assign or transfer any interest in this Agreement nor the performance of any of Contractor's obligations hereunder, without the prior written consent of City, and any attempt by Contractor to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

**16. Compliance with Laws.** Contractor shall comply with all applicable laws, ordinances, codes and regulations of the federal, state, and local governments. Contractor shall keep itself informed of all State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Contractor shall, at all times, observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity by reason of the failure of the Contractor to comply with this paragraph.

**17. Non-Waiver of Terms, Rights and Remedies.** Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Contractor constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

**18. Attorney's Fees.** In the event that either party to this Agreement shall commence any legal or equitable action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees and costs, including costs of expert witnesses and Contractors.

**19. Notices.** Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during regular business hours or by facsimile before or during regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

**20. Governing Law/Venue.** This Contract shall be interpreted, construed and enforced in accordance with the laws of the State of California. The exclusive venue for any disputes arising under this Agreement shall be the Superior Court for the County of Los Angeles.

*Agreement for Professional Services  
Palp, Inc. dba Excel Paving Company  
Page 8 of 8*

**21. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

**22. Entire Agreement.** This Agreement, and any other documents incorporated herein by specific reference, represent the entire and integrated agreement between Contractor and City. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement. Amendments on behalf of the City will only be valid if signed by the City Manager or the Mayor and attested by the City Clerk.

**23. Exhibits.** All exhibits referred to in this Agreement are incorporated herein by this reference.

**24. Severability.** 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 provided that the principal purpose of this Agreement is not thereby frustrated.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

This Agreement is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, at Malibu, California, and effective as of January 11, 2016.

CITY OF MALIBU:

\_\_\_\_\_  
JIM THORSEN, City Manager

ATTEST:

\_\_\_\_\_  
LISA POPE, City Clerk  
(seal)

CONSULTANT:  
\_\_\_\_\_  
By: Curtis Brown, Owner/President

APPROVED AS TO FORM:  
\_\_\_\_\_  
CHRISTI HOGIN, City Attorney

## **Exhibit A**

**SCOPE OF WORK:** The Contractor shall furnish all material, equipment and labor as directed by the Public Works Department staff to provide emergency street maintenance services.

### **I. General**

- A. Attend kick-off meeting at the City to discuss roles of team personnel, schedule, critical activities, constraints, interface with the public and specific issues.
- B. The Contractor shall provide the names, addresses, and phone numbers of representative(s) responsible for the following:
  - 1. 24 hour on-call emergency responses
  - 2. Person in responsible charge at the local office
  - 3. Person in responsible charge at the main office.
- C. All Contractors and subcontractors shall carry full insurance with City named as an additional insured.
- D. Maintain a safety program for all staff in compliance with all State and Federal laws.
- E. Insure all maintenance staff is properly trained and that all records for the training are kept in compliance with State and Federal laws.
- F. Perform the services with the degree of skill and diligence normally employed by operations and maintenance personnel performing the same or similar services.
- G. The Contractor shall submit certified payroll reports to the California Department of Industrial Relations. The City may withhold processing any pay request for non-compliance with this requirement.
- H. The Contractor shall conduct the work required in such a manner as to cause the least amount of interference to the public and the general operations of the City.
- I. All subcontractors shall be licensed and bonded in the specialty for which they are contracted.
- J. Contractor shall not use any subcontractors without prior written approval by the City Engineer. Approval may be withheld until the Contractor has submitted a written statement concerning the use of proposed use of a subcontractor which statement shall contain all the information required by the City.
- K. The use of a subcontractor shall not create any contractual relationship between the subcontractor and City. The Contractor shall be fully responsible for any acts and omissions of his subcontractors, and any persons directly or indirectly employed by them.
- L. Subcontractors shall be subject to all terms and conditions of the agreement entered into by the City and Contractor.
- M. Contractor shall be responsible for complete supervision of all workers, work crews, and subcontractors. All supervisors shall be equipped at all times with a cellular telephone.
- N. Contractor shall comply with reasonable requests of the City Engineer as to preferred sequence for various types of work.

- O. Contractor shall perform no work in addition to scheduled work unless the additional work is approved in advance by the City Engineer.
- P. The need for additional work may be identified by either the Contractor or the City Engineer. If identified by the Contractor, it shall not be performed without prior approval of the City Engineer. If identified by the City Engineer, the Contractor may proceed with such work.
- Q. Contractor shall keep records for work orders, payrolls, subcontracts, material and contractual service invoices, and equipment rental invoices. All such records shall, upon demand, be made available to the City for inspection and/or public records requests.
- R. Traffic control shall conform to Section 7-10 of the "Greenbook" Standards Specifications for Public Works Construction except that references to the California Department of Transportation Traffic Manual should be replaced with references to the California Manual on Uniform Traffic Control Devices.
- S. Contractor shall implement Best Management Practices (BMPs) to prevent storm water pollution from entering natural streams, ocean waters, and/or the City's storm drain systems. The BMPs implemented shall include, but not limited to, those appropriate for wet weather conditions.
- T. Contractor shall legally dispose of materials and debris.
- U. Contractor shall use reasonable efforts to prevent waste of utility resources (water, electric power, etc.) which are provided by the City.
- V. The Contractor shall observe and report to the City Engineer any problems that are of interest to the City, but outside the scope of work described within this proposal.

## **II. Emergency Response**

- A. Work under this section shall consist of providing emergency street maintenance services at any time including after regular working hours, on weekends, and on holidays. Emergency services may include, but not necessarily limited to the following:
  - Pavement and concrete repair
  - Storm clean-up
  - Mud/Land slide clean-up
  - Placement of traffic barricades
  - Traffic control
  - Slope restoration
  - Mobilization of construction equipment
- B. Within ten (10) working days after the contract has been executed, the Contractor shall submit to the City Engineer for approval, a procedure for emergency response at any given time. After approval, the procedure shall be implemented immediately by the Contractor. The procedure may be modified at any given time by mutual agreement of the Contractor and City Engineer.
- C. A four (4) man crew must be on-call at all times. The maximum response time shall be 120 minutes at any time. The crew and necessary equipment must be at the work site and capable of operating within the maximum response time.
- D. The Contractor shall provide all temporary barricading as necessary due to

unusual conditions within the public right-of-way. All Contractor field crews must carry at least three (3) Type II barricades with flasher units in their vehicles at all times.

- E. If the Contractor observes or is contacted by City staff or Sheriff Department of an unsafe or unusual conditions within the public right of-way, the Contractor is to immediately barricade this item and notify the City Engineer with all appropriate details. Traffic barricade service shall be available within 60 minutes at all times.

### **III. Payment**

- A. All invoices shall contain at a minimum the following:

- Name(s) and classification(s) of person(s) performing work
- Hourly rate
- Total number of hours worked
- Total cost
- Date and time when work was performed
- Equipment used
- Equipment mobilized
- Material supplied

- B. Payment for emergency street maintenance services shall be made on a time and material basis in accordance with Section 3-3 of the Standard Specifications for Public Works Construction (Greenbook).

# Exhibit B

## EXCEL PAVING COMPANY

### Standard Rate Schedule

Add 1% if bond is required

Move charges for equipment will be charged 2 hrs. operated

Mark-up will be as follows:

Labor & Equipment	20%
Material	15%
Subcontractors	10%

Labor	Std Rate	OT Rate	DT Rate
Foreman	\$ 85.00	\$ 117.20	\$ 141.50
Operating Engineers	\$ 82.00	\$ 105.70	\$ 129.40
Carpenters / Cement Masons	\$ 68.00	\$ 89.70	\$ 111.50
Teamsters	\$ 65.20	\$ 81.60	\$ 97.90
Laborers	\$ 63.40	\$ 80.90	\$ 98.40

\*Please note: Foreman gets paid an extra hour for paperwork, scheduling, etc.

#### Bare Equipment (Mobilized & Stand-by Rate)

Skiploader	\$ 35.00 per HR
12G Blade	\$ 82.20 per HR
3-5 Ton Roller w/ Trailer	\$ 35.00 per HR
5-8 Ton Roller S.W.R.	\$ 35.00 per HR
10-12 Ton Vibratory Roller	\$ 35.00 per HR
3-5 Ton Case Vibratory Roller	\$ 35.00 per HR
Rubber Tired Roller	\$ 45.00 per HR
Water Truck 2,000-4,000 Gallon	\$ 35.00 per HR
Paving Machine	\$ 145.00 per HR
Pickup Truck	\$ 13.50 per HR
Tack Truck	\$ 20.00 per HR
Ten Wheel Dump Truck	\$ 25.00 per HR
Sweeper	\$ 62.50 per HR
Compressor Package	\$ 25.00 per HR
Stomper	\$ 62.50 per HR
Excavator	\$ 110.00 per HR

#### Outside Rentals (prices are approximate and will be billed out per our rental invoice)

860 Scraper / Cat 623 (Operated)	\$ 200.00 per HR
140G Cat Blade (Operated)	\$ 155.00 per HR
Sheepsfoot Roller (Bare)	\$ 150.00 per HR
Backhoe (Operated)	\$ 155.00 per HR
Super 10 Truck (Operated)	\$ 87.00 per HR
Saw (Operated)	\$ 135.00 per HR
Bobcat (Operated)	\$ 135.00 per HR

\*\*Material will be billed out per material supplier's invoice

Curtis P. Brown  
Owner, President

Date





AGENCY CUSTOMER ID: PALPINC-01

EVELASCO

LOC #: 1

## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY The Wooditch Company Insurance Services, Inc.		NAMED INSURED Palp, Inc. dba Excel Paving Company 2230 Lemon Avenue Long Beach, CA 90806	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

## Remarks:

## Cancellation

\*Except 10 days notice of Cancellation for non-payment of premium.

\*Should this policy be cancelled before the expiration date, The Wooditch Company will mail 30 (thirty) days written notice to those Certificate Holders which require such action per contract or agreement.\*

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Where Required By Written Contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
WHERE REQUIRED BY WRITTEN CONTRACT, BUT ONLY WHEN COVERAGE FOR COMPLETED OPERATIONS IS SPECIFICALLY REQUIRED BY THAT CONTRACT.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**OLD REPUBLIC GENERAL INSURANCE CORPORATION**

**ADDITIONAL INSURED-PRIMARY AND NON-CONTRIBUTORY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**SCHEDULE**

<b>Name of Person(s) or Organization(s) :</b>  Where Required by Written Contract.
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

If the person or organization shown in the schedule qualifies as an 'insured' for Liability Coverage, and they have coverage as a first named insured under another policy, this policy is primary to and non-contributory with that other insurance.

All other terms, conditions, and exclusions apply.

Named Insured	Palp, Inc. dba Excel Paving Company		
Policy Number	A1CA50211511	Endorsement No.	
Policy Period	06/01/2015-06/01/2016	Endorsement Effective Date:	06/01/2015
Producer's Name:	Old Republic Construction Insurance Agency, Inc.		
Producer Number:			

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

06/01/15  
\_\_\_\_\_  
DATE

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p><b>Named Insured:</b> Palp, Inc. dba Excel Paving Company</p> <p><b>Endorsement Effective Date:</b> 06/01/2015</p>
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**SCHEDULE**

<p><b>Name(s) Of Person(s) Or Organization(s):</b> WHERE REQUIRED BY WRITTEN CONTRACT.</p>
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Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

**OLD REPUBLIC GENERAL INSURANCE CORPORATION**  
**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**  
**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

WHEN REQUIRED BY WRITTEN CONTRACT.

The premium charge for this endorsement is \$0.00

Named Insured	PALP, INC. DBA: EXCEL PAVING COMPANY		
Policy Number	A1CW50211512	Endorsement No.	000
Policy Period	06/01/2015-06/01/2016	Endorsement Effective Date:	06/01/2015
Producer's Name:	OLD REPUBLIC CONSTRUCTION INSURANCE AGENCY, INC.		
Producer Number:	0000007000		

\_\_\_\_\_  
**AUTHORIZED REPRESENTATIVE**

06/01/2015  
 \_\_\_\_\_  
**DATE**