

March 28, 2016 Adjourned Regular Meeting

1. Meeting Agenda

Documents: [CC160328AGENDA.PDF](#)

2. Item 3A1

Second Reading Adoption of Ordinance No. 403

Documents: [CC160328_ITEM 3A1.PDF](#)

3. Item 3A2

Second Reading and Adoption of Ordinance No. 404

Documents: [CC160328_ITEM 3A2.PDF](#)

4. Item 3B2

Warrant Register No. 569

Documents: [CC160328_ITEM 3B2.PDF](#)

5. Item 3B3

Approval of Minutes - February 22, 2016

Documents: [CC160328_ITEM 3B3.PDF](#)

6. Item 3B4

Professional Services Agreement for Custodial Services

Documents: [CC160328_ITEM 3B4.PDF](#)

Malibu City Council
Adjourned Regular Meeting Agenda

Monday, March 28, 2016

4:00 P.M. – CLOSED SESSION

**City Hall – Westward Room
23825 Stuart Ranch Road**

6:00 P.M. – ADJOURNED REGULAR CITY COUNCIL MEETING

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

Four p.m. Closed Session

This time has been set aside for the City Council to meet in a closed session to discuss matters pursuant to Government Code Sections 54957 and 54956.9(d)(1). Based on the advice of the City Attorney, discussion in open session concerning these matters would prejudice the position of the City in this litigation. The City Attorney will give an additional oral report regarding the Closed Session at the beginning of the next regular City Council meeting.

Public Comment on Closed Session Items

Personnel Matters pursuant to Government Code Section 54957:

1. Public Employment
Title: City Manager

Conference with Legal Counsel – Existing litigation pursuant to Government Code Section 54956.9(d)(1):

2. Crown Castle NG West LLC v. City of Malibu
United States District Court Case No. 2:15-cv-06089-DSF (SSx)
3. Trancas-PCH v. City of Malibu (Housing Element case)
Los Angeles County Superior Court Case No. BS145311

Six p.m. Regular Session

Call to Order - Mayor

Roll Call - Recording Secretary

Pledge of Allegiance

Closed Session Report

Approval of Agenda

Report on Posting of Agenda – March 17, 2016

1. Ceremonial/Presentations

- A. Recognition of Cityhood Pioneers and Former Councilmembers
- B. Presentation of 2016 Walt and Lucille Keller Award to Walt and Lucille Keller
- C. Recognition by Other Agencies of the City of Malibu's 25th Anniversary
- D. 25th Anniversary Commemorative Video Screening

2. Written and Oral Communications from the Public

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

3. Consent Calendar**A. Previously Discussed Items****1. Second Reading and Adoption of Ordinance No. 403**

Recommended Action: Conduct second reading, unless waived, and adopt Ordinance No. 403 adding Section 17.48.070 (Parking Lot Safety Standards) to Malibu Municipal Code Title 17 (Zoning) to establish development standards for new and existing parking lots citywide; determining Zoning Text Amendment No. 15-004 to be categorically exempt from the California Environmental Quality Act.

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

2. Second Reading and Adoption of Ordinance No. 404

Recommended Action: Conduct second reading, unless waived, and adopt Ordinance No. 404 establishing a minimum wage by adding Chapter 9.36 to the Malibu Municipal Code.

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

B. New Items

1. Waive Further Reading

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

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

2. Approve Warrants

Recommended Action: Allow and approve warrant demand numbers 46854-46973 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. 569 in the amount of the warrant appearing opposite their names, for the purposes stated on the respective demands in a total amount of \$397,769.05. City of Malibu payroll check numbers 4649-4649 and ACH deposits were issued in the amount of \$156,480.22.

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

3. Approval of Minutes

Recommended Action: Approve the minutes for the February 22, 2016 Regular City Council meeting.

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

4. Professional Services Agreement for Custodial Services

Recommended Action: Authorize the City Manager to execute a Professional Services Agreement with Xanadu Service System for custodial services at Malibu Bluffs, Las Flores Creek, Malibu Equestrian and Trancas Canyon Parks.

Staff contact: Parks and Recreation Director Stallings, 456-2489 ext. 225

4. Ordinances and Public Hearings

None.

5. Old Business

None.

6. New Business

None.

7. Council Items

None.

Adjournment – Adjourn to 25th Anniversary Celebration Reception

Future Meetings

Monday, April 11, 2016	6:30 p.m.	Regular City Council Meeting	City Hall Council Chambers
Monday, April 25, 2016	6:30 p.m.	Regular City Council Meeting	City Hall Council Chambers
Wednesday, April 27, 2016	6:00 p.m.	Special City Council Meeting	City Hall Council Chambers
Monday, May 9, 2016	6:30 p.m.	Regular City Council Meeting	City Hall Council Chambers
Monday, May 23, 2016	6:30 p.m.	Regular City Council Meeting	City Hall Council Chambers

Guide to the City Council Proceedings

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

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

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

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

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

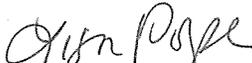
Items in New Business are items, which are appearing for the first time for formal action. Public comment shall follow the rules as set forth under Oral Communication.

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

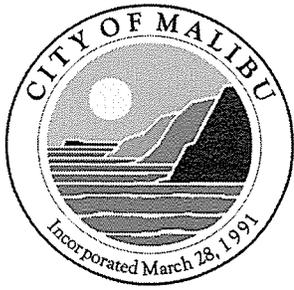
City Council meetings are aired live and replayed on City of Malibu Government Access Channel 3 and on the City's website at www.malibucity.org/video. Copies of the staff reports or other written documentation relating to each item of business described above are on file in the office of the City Clerk,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

The City Hall phone number is (310) 456-2489. To contact City Hall using a telecommunication device for the deaf (TDD), please call (800) 735-2929 and a California Relay Service operator will assist you. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact Environmental Sustainability Director 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. 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 17th day of March 2016.



Lisa Pope, City Clerk



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: March 15, 2016 Meeting date: March 28, 2016

Subject: Second Reading and Adoption of Ordinance No. 403

RECOMMENDED ACTION: Conduct second reading, unless waived, and adopt Ordinance No. 403 adding Section 17.48.070 (Parking Lot Safety Standards) to Malibu Municipal Code Title 17 (Zoning) to establish development standards for new and existing parking lots citywide; determining Zoning Text Amendment No. 15-004 to be categorically exempt from the California Environmental Quality Act.

FISCAL IMPACT: None.

DISCUSSION: At the Regular City Council meeting on March 14, 2016, the City Council introduced on first reading Ordinance No. 403.

Ordinance No. 403 is presented to the City Council for adoption.

ATTACHMENTS: Ordinance No. 403

ORDINANCE NO. 403

AN ORDINANCE OF THE CITY OF MALIBU ADDING SECTION 17.48.070 (PARKING LOT SAFETY STANDARDS) TO MALIBU MUNICIPAL CODE TITLE 17 (ZONING) TO ESTABLISH DEVELOPMENT STANDARDS FOR NEW AND EXISTING PARKING LOTS CITYWIDE; DETERMINING ZONING TEXT AMENDMENT NO. 15-004 TO BE CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

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

SECTION 1. Recitals.

- A. A recent study conducted by the Texas A&M Traffic Safety Institute and the Storefront Safety Council shows that as many as 500 deaths and over 3,600 injuries per year occur in the United States as a result of vehicles crashing into outdoor dining and pedestrian areas and into the interior of retail stores and other facilities. This study demonstrates that as many as 60 vehicle-into-building crashes occur each day in the United States with 10 percent of all storefront crashes occurring in California.
- B. Experts in vehicle-into-building crashes indicate that standard parking lot wheel stops and raised sidewalks are not sufficient, by themselves, to stop the force of a vehicle in such pedal error accidents and that other design standards and devices are needed to protect pedestrians, shoppers and customers.
- C. Many of these accidents, injuries and deaths are preventable if parking lots are designed and built with vehicle impact protection devices (VIPDs) to prevent vehicles from driving into pedestrian walking and seating areas and into adjacent stores, restaurants and other buildings.
- D. Building codes already have design standards to protect gas meters, fire hydrants, electrical switching equipment, trash enclosures and other equipment from vehicle crashes but have yet to establish and impose appropriate standards for protection of pedestrians, shoppers and customers of retail shops, restaurants and other establishments.
- E. The Malibu Municipal Code (MMC) does not currently contain development standards requiring the use of bollards, posts, barriers, or other VIPDs in commercial parking lots, which VIPDs would provide for a safer separation between vehicles and pedestrians thereby reducing the potential for harm to pedestrians or damage to property from storefront crashes.
- F. The proposed zoning text amendment (ZTA) would implement Section 5.3.1 of the General Plan furthering the first goal of the Safety and Health Element, that Malibu be “A community that is free from all avoidable risks to safety, health and welfare from natural and man-made hazards.” The ZTA is also consistent with Implementation Measure 64 of the General Plan Safety and Health Element which states that the City shall “Respond to all proposed development actions in the Planning Area which may endanger the health and safety of the City’s residents.”

- G. The City Council, Planning Commission, Zoning Ordinance Revision and Code Enforcement Subcommittee and the City of Malibu Public Safety Commission have reviewed expert studies and have identified storefront crashes and injuries as a significant public safety concern warranting the establishment of development standards designed to minimize the potential risk of harm associated with these accidents.
- H. On July 1, 2015, the City of Malibu Public Safety Commission recommended the City Council adopt an ordinance establishing parking lot safety standards for commercial parking areas with adjacent outdoor seating similar to the City of Artesia.
- I. On November 9, 2015, the City Council adopted Resolution No. 15-67 initiating Zoning Text Amendment No. 15-004 to amend MMC Title 17 (Zoning) to establish parking lot safety standards.
- J. On December 14, 2015, the Zoning Ordinance Revision and Code Enforcement Subcommittee considered the proposed amendments to the MMC and provided recommendations.
- K. On January 7, 2016, a Notice of Planning Commission Public Hearing was published in a newspaper of general circulation within the City of Malibu and was mailed to all interested parties.
- L. On February 1, 2016, the City of Malibu Planning Commission held a duly noticed public hearing on ZTA No. 15-004, reviewed and considered the agenda report, reviewed and considered written reports, public testimony, and other information in the record, and adopted Planning Commission Resolution No. 16-13 recommending the City Council adopt the ZTA as modified and contained in.
- M. On February 18, 2016, a Notice of City Council Public Hearing was published in a newspaper of general circulation within the City of Malibu and mailed to all interested parties.

SECTION 2. Amendments.

MMC Section 17.48.070 (Parking Lot Safety Standards) is hereby added to MMC Chapter 17.48 to read as follows:

17.48.070. Parking Lot Safety Standards.

A. Definitions. Notwithstanding the provisions of Section 17.02.060 of this title, for the purposes of this chapter, the following words and phrases are defined as follows:

“Adjacent” means lying within seventy-five (75) feet of a specified object or location.

“Barrier” means an object, natural or man-made, other than a bollard, which is used to obstruct the passage of motor vehicles and separate pedestrian and vehicular traffic.

“Bollard” means a vertical post designed and used to obstruct the passage of motor vehicles and separate pedestrian and vehicular traffic.

“Outdoor pedestrian seating area” means any area where outdoor seating for dining, resting, or other purposes of congregation, is provided for shopping center or other employees or patrons. Outdoor pedestrian seating areas shall include, but not be limited to, areas such as fountains, concrete benches, or sculptures which may not be intended for outdoor seating purposes but which are or foreseeably may be utilized for purposes of seating or congregation.

“Vehicle impact protection device” means a device that is designed, engineered, and sited so as to effectively separate areas of pedestrian and vehicular travel and prevent automobiles from encroaching into areas which are solely intended for pedestrian use and travel; vehicle impact protection devices shall be comprised of bollards or barriers.

B. Vehicle Impact Protection Devices Required. Vehicle impact protection devices shall be required for parking spaces that are angled between thirty (30) to ninety (90) degrees relative to any outdoor pedestrian seating area that is adjacent to the head of the parking space; the requirement to install vehicle impact protection devices shall apply to all commercial uses.

C. Exemptions. The installation of vehicle impact protection devices shall not be required in the locations specified in subsection B above if:

1. The parking spaces that require vehicle impact protection devices are reconfigured or restriped to eliminate front-end parking angled between thirty (30) to ninety (90) degrees relative to an adjacent outdoor pedestrian seating area.
2. The outdoor pedestrian seating area is permanently removed or relocated so that it is no longer adjacent to parking spaces that are angled between thirty (30) to ninety (90) degrees.
3. In the opinion of the City’s building official, adequate grade separation exists between the parking lot and the outdoor pedestrian seating area requiring protection; however, in no event shall the grade separation be less than thirty-six (36) inches, nor shall the area of grade separation be comprised of a non-vertical wall, a ramp or stairs.

D. Exceptions. This section shall not apply to bollards or barriers which are voluntarily installed and maintained and which are not otherwise required by subsection B above.

E. Performance Standard. All vehicle impact protection devices shall be engineered and determined to be in compliance with the low-speed vehicle impact testing standards prescribed by the American Society for Testing and Materials ASTM F3016. Compliance with ASTM F3016 shall be confirmed and certified by a bollard manufacturer or structural engineer and reviewed for conformance by the City’s building official.

F. Specifications for Vehicle Impact Protection Devices. Vehicle impact protection devices may take the form of bollards, barriers, or a combination of both as provided below:

1. Location. Vehicle impact protection devices shall be located between the parking space and the beginning of the adjacent outdoor pedestrian seating area to be protected. In no instance shall a bollard be located further than five (5) feet from the head of the parking space. Barriers may be offset and staggered in terms of relative distance from the head of the parking space and each other in order to create a more unique aesthetic and to avoid a monolithic appearance; however, in no instance shall a barrier be located further than twelve (12) feet from the head of the parking space. Except for curbs, no structures or other obstructions shall be located between the head of the parking space and the vehicle impact protection devices.
2. Spacing.
 - a. Bollards shall:
 - i. Be spaced so that two (2) bollards are provided for each parking space required to have the device; and
 - ii. Be centered within the width of a standard parking space and spaced between fifty-four (54) inches and sixty (60) inches apart from one another as measured from the outer perimeter of each bollard. In the case of parking spaces that are either compact or legal-non-conforming in width, a distance of less than fifty-four (54) inches may be permitted between bollards; however, in no instance shall the distance from the bollard to the outside parking space limit line exceed thirty (30) inches.
 - b. Barriers shall be designed and located so as to provide protection that is equivalent or superior to that provided by bollards. Gaps between barriers shall not exceed fifty-four (54) inches. Barriers may be placed in staggered or offset rows along and between parking spaces requiring the vehicle impact protection device and the adjacent outdoor pedestrian seating area, so long as any gap between barriers does not exceed fifty-four (54) inches.
3. Design.
 - a. Bollards shall be set with the top of the device not less than three (3) feet and not greater than four (4) feet in height as measured from finished grade immediately adjacent to the perimeter of the bollard.
 - b. Barriers shall be set with the top of the device not less than three (3) feet in height as measured from finished grade immediately adjacent to the perimeter of the barrier.
 - c. All vehicle impact protection devices shall be:
 - i. Vertical relative to grade; and

- ii. Stainless steel, earth tone colored, black, grey, bronze, a concrete finish or another color determined to be appropriate by the Planning Commission or planning director, as applicable. Yellow, orange, or red vehicle impact protection devices shall not be allowed unless strictly required for safety purposes by the Fire Code or other state or federal law.
4. Installation and Maintenance. All vehicle impact protection devices shall be:
- a. Installed in a manner consistent with the building code.
 - b. Maintained, repaired, and replaced as needed to prevent rust, corrosion or damage and to maintain structural integrity. Use and replacement of protective or decorative sleeves as bollard covers shall be allowed consistent with all provisions in this section.

G. Sign Poles Located within Five (5) Feet of the Head of a Parking Space Shall be Mounted on a Vehicle Impact Protection Device. Any sign pole which is taller than thirty-six (36) inches in height, and which is located within five (5) feet of the head of the parking space that is required by this Section to have a vehicle impact protection device, shall be securely mounted or affixed to a vehicle impact protection device in a manner that prevents it from detaching in the event it is impacted by a vehicle. The vehicle impact protection device, pole and sign shall be centered at the head of the parking space.

H. Conflicts with other Laws. In the event the terms of this section or its application to a particular parking lot would cause a parking lot not to comply with a provision of federal or state law or another provision of the municipal code, the provisions of this section shall be applied in a manner intended to carry out the provisions of both federal and state law, other provisions of this code and the requirements of this section to the maximum extent feasible. When there is an irreconcilable conflict between the provisions of this section and the provisions of federal or state law or the provisions of this code, the provisions of federal or state law or the other provisions of this code shall prevail over the provisions contained in this section only to the extent necessary to avoid a violation of those other laws or code provisions.

I. Minor Adjustments. The Planning Commission may approve minor modifications to any of the vehicle impact protection standards contained in this section to accommodate for the location of above-ground or underground utilities, other existing or planned features of the development, or any other constraints or limitations towards compliance with the provisions established by this section; provided, that the modifications achieve protections which are functionally equivalent to those intended by this section; the planning director shall have the same discretion and authority to modify the vehicle impact protection standards herein for administrative permit applications.

J. Application of Ordinance to Legal Non-Conforming Parking Lots. Notwithstanding the provisions in Chapter 17.60 (Nonconforming Structures and Uses) of this Title and subsection H of this section, a property owner shall comply with the requirements of Section 17.48.070 by June 1, 2018. A property owner may apply for an extension of this deadline by submitting a request to the

planning director thirty (30) days before the deadline detailing why an extension is needed. Upon demonstration of good cause for providing a property owner additional time to comply with the requirements of this section, the planning director may extend the property owner's time to comply with this section and/or may require a plan for compliance that requires partial compliance in advance of full compliance. For purposes of this section, the term "good cause" shall mean a significant financial or other hardship which warrants an extension or conditional extension of the time limit for compliance established herein. In no instance shall the planning director issue an extension of the compliance period in excess of one year's time. The planning director's decision shall be appealable pursuant to the provisions of Malibu Municipal Code Section 17.04.220.

SECTION 3. Zoning Text Amendment Findings.

Pursuant to MMC Section 17.74.040, and based on evidence in the whole record, the City Council hereby finds ZTA No. 15-004 has been processed in accordance with state law and the MMC and that the amendment is consistent with the objectives, policies, general land uses and programs specified in the General Plan. The proposed amendment serves to enhance the Malibu General Plan Mission Statement and preserve Malibu's natural and cultural resources.

SECTION 4. Environmental Review.

This Ordinance was assessed in accordance with the authority and criteria contained in the California Environmental Quality Act (CEQA), the State CEQA Guidelines (the Guidelines), and the environmental regulations of the City. The City Council hereby finds that under Section 15061(b)(3) of the State CEQA Guidelines, this Ordinance is exempt from the requirements of CEQA because it can be seen with certainty that the provisions contained herein would not have the potential for causing a significant effect on the environment.

SECTION 5. The City Clerk shall certify to the passage and adoption of this ordinance and enter it into the book of original ordinances.

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

LAURA ROSENTHAL, Mayor

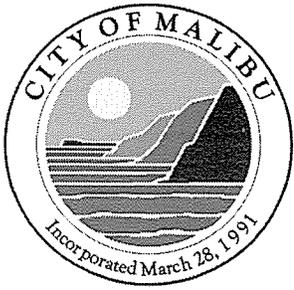
ATTEST:

LISA POPE, City Clerk
(seal)

Date: _____

APPROVED AS TO FORM:

CHRISTI HOGIN, City Attorney



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 *J. Thorsen*

Date prepared: March 15, 2016 Meeting date: March 28, 2016

Subject: Second Reading and Adoption of Ordinance No. 404

RECOMMENDED ACTION: Conduct second reading, unless waived, and adopt Ordinance No. 404 establishing a minimum wage by adding Chapter 9.36 to the Malibu Municipal Code.

FISCAL IMPACT: None.

DISCUSSION: At the Regular City Council meeting on March 14, 2016, the City Council introduced on first reading Ordinance No. 404.

Ordinance No. 404 is presented to the City Council for adoption.

ATTACHMENTS: Ordinance No. 404

ORDINANCE NO. 404

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MALIBU
ESTABLISHING A MINIMUM WAGE BY ADDING CHAPTER 9.36 TO THE
MALIBU MUNICIPAL CODE

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

SECTION 1. A new Chapter 9.36 is added to Title 9 of the Malibu Municipal Code to read as follows:

Chapter 9.36
Minimum Wage

Sections:

- 9.36.010 Short title.
- 9.36.020 Purpose.
- 9.36.030 Definitions.
- 9.36.040 Minimum Wage.
- 9.36.050 Retaliatory Action Prohibited.
- 9.36.060 No Waiver of Rights.
- 9.36.070 Conflicts with other Laws and Savings Clause.
- 9.36.080 Implementation.
- 9.36.090 Coexistence with Other Available Relief.
- 9.36.100 Exemptions.

9.36.010 Short Title.

The Ordinance codified in this Chapter shall be known as the "Malibu Minimum Wage Ordinance."

9.36.020 Purpose.

The purpose of this Chapter is to set a local minimum wage, avoid wage discrepancies between Malibu and its neighboring jurisdictions, keep Malibu competitive in the job market, help ensure that workers in Malibu are paid adequate living wages that keep pace with the rising cost of living, and prevent workers from leaving the city for higher paying jobs, which will also help reduce traffic trips.

9.36.030 Definitions.

A. "Employee" means any individual who:

1. In a particular week performs at least two hours of work within the City for an Employer; and

2. Qualifies as an Employee entitled to payment of a minimum wage from any Employer under the California minimum wage law, as provided under section 1197 of the California Labor Code and wage orders published by the California Industrial Welfare Commission.

B. "Employer" means any person, as defined in section 18 of the California Labor Code, including a corporate officer or executive, who directly or indirectly or through an agent or any other person, including through the services of a temporary service or staffing agency or similar entity, employs or exercises control over the wages, hours, or working conditions of any employee.

9.36.040 Minimum Wage

A. For each hour worked within the City, an Employer shall pay its Employee no less than the hourly rates set forth below:

1. Employers with twenty-six (26) or more Employees shall pay Employees a wage of no less than the following hourly rates:

- a. On July 1, 2016, the hourly wage shall be \$10.50;
- b. On July 1, 2017, the hourly wage shall be \$12.00;
- c. On July 1, 2018, the hourly wage shall be \$13.25;
- d. On July 1, 2019, the hourly wage shall be \$14.25;
- e. On July 1, 2020, the hourly wage shall be \$15.00.

2. Employers with twenty-five (25) or fewer Employees shall pay Employees a wage of no less than the following hourly rates:

- a. On July 1, 2017, the hourly wage shall be \$10.50;
- b. On July 1, 2018, the hourly wage shall be \$12.00;
- c. On July 1, 2019, the hourly wage shall be \$13.25;
- d. On July 1, 2020, the hourly wage shall be \$14.25;
- e. On July 1, 2021, the hourly wage shall be \$15.00.

3. Beginning on July 1, 2022, the minimum wage shall increase annually based on the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the Los Angeles metropolitan area (Los Angeles-Riverside-Orange County, CA), which is published by the Bureau of Labor Statistics. Beginning in 2022, and continuing each year thereafter, on January 1 the City

Manager shall determine the adjusted rates which shall take effect on July 1 of that year and publish a bulletin announcing the adjusted rates.

B. For purposes of this Section, the number of Employees employed by an Employer shall be determined by the average number of Employees employed during the previous calendar year.

9.36.050 Retaliatory Action Prohibited.

No Employer shall discharge, reduce in compensation, or otherwise discriminate against any Employee for opposing any practice proscribed by this Chapter, for participating in proceedings related to this Chapter, for seeking to enforce his or her rights provided under this Chapter by any lawful means, or for otherwise asserting rights under this Chapter.

9.36.060 No Waiver of Rights.

Any purported waiver by an Employee of any or all of the provisions of this Chapter shall be deemed contrary to public policy and shall be void and unenforceable.

9.36.070 Conflict with Other Laws and Savings Clause.

A. Nothing in this Chapter shall be interpreted or applied so as to create any power or duty in conflict with any State or federal law.

B. This Chapter provides for payment of a local minimum wage and shall not be construed to preempt or otherwise limit or affect the applicability of any other law, regulation, requirement, policy, or standard that provides for payment of higher or supplemental wages or benefits, or that extends other protections.

9.36.080 Implementation.

The City Manager or his or her designee, shall be responsible for administration of this Chapter which may include public education and outreach, promulgating guidelines and rules consistent with the provisions of this Chapter, and enforcing this Chapter consistent with Chapter 1.16 of the Malibu Municipal Code. Guidelines and rules promulgated by the City Manager, or his or her designee, pursuant to the authority provided under this Chapter shall have the force and effect of law and may be relied upon by employers, employees, and other parties to determine their rights and responsibilities under this Chapter.

9.36.090 Coexistence with Other Available Relief.

The provisions of this Chapter shall not be construed as limiting any Employee's right to obtain relief to which he or she may be entitled at law or in equity.

9.36.100 Exemptions.

The following persons and entities are exempt from the City of Malibu Minimum Wage Ordinance:

A. Any person not subject to, or exempt from, the State minimum wage, as provided under section 1197 of the California Labor Code and wage orders published by the California Industrial Welfare Commission; and

B. Public entities, including State, Federal, and County, including school districts, but not including the City.

SECTION 2. This Ordinance is consistent with the General Plan because it helps ensure that workers in Malibu are paid adequate living wages that keep pace with the rising cost of living, promotes a competitive work force, avoids wage discrepancies between Malibu and its neighboring jurisdictions, and prevents workers from leaving the city for higher paying jobs, which will also help reduce traffic trips.

SECTION 3. The City Clerk shall certify the adoption of this ordinance.

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

LAURA ROSENTHAL, Mayor

ATTEST:

LISA POPE, City Clerk
(seal)

Date: _____

APPROVED AS TO FORM:

CHRISTI HOGIN, City Attorney

Item
3.B.2.

WARRANT REGISTER NO. 569

On March 28, 2016, the Malibu City Council allowed and approved the above warrant demand numbers 46854 – 46973 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 \$397,769.05. City of Malibu payroll check numbers 4649 - 4649 and ACH deposits were issued in the amount of \$156,480.22.

PASSED, APPROVED and ADOPTED this 28th day of March 2016.

Laura Rosenthal
Mayor

ATTEST:

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.

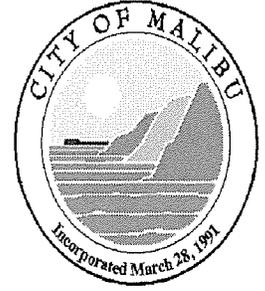
EXECUTED this 28th day of March 2016, AT MALIBU, CALIFORNIA

Jim Thorsen
City Manager

Accounts Payable

Checks by Date - Summary By Check Number

User: jhand
Printed: 3/16/2016 - 10:07 AM



Check Number	Vendor No	Vendor Name	Check Date	Check Amount
46854	LACOCLE	LA County Registrar-Recorder LA	03/03/2016	75.00
46855	ACCOUNTTE	OfficeTeam A Robert Half Compa	03/07/2016	815.79
46856	ACMS	All City Management Services Inc	03/07/2016	2,469.60
46857	AMERICAN	Paul Nguyen	03/07/2016	3,750.00
46858	AQUATIC	Aquatic Bioassay & Consulting L	03/07/2016	1,190.00
46859	ARTTREK	ART Trek, Inc	03/07/2016	100.00
46860	BAUER	Julie Bauer	03/07/2016	21.00
46861	BIOSOLUT	Bio Solutions, Inc	03/07/2016	366.67
46862	BURKHAR	Steve Burkhardt	03/07/2016	40.00
46863	CACEO	CACEO	03/07/2016	85.00
46864	CACODE	California Code Check, Inc	03/07/2016	35,849.24
46865	CAEHA	CAEHA	03/07/2016	100.00
46866	CALLMC	M.C. Callaghan	03/07/2016	773.50
46867	CANON	Canon Solutions America, Inc	03/07/2016	47.41
46868	CEHA	California Environmental Health /	03/07/2016	50.00
46869	CHAVEZL	Larry Chavez	03/07/2016	390.00
46870	CHEVRON	Chevron & Texaco Bus. Card Srv	03/07/2016	920.05
46871	COHENP	Philip Cohen	03/07/2016	300.00
46872	COMPLIA	Compliance Biology, Inc.	03/07/2016	4,250.00
46873	CONEJOA	Conejo Awards	03/07/2016	52.63
46874	COOPERM	Marsha Cooper	03/07/2016	651.00
46875	CPRS	Calif Park & Rec Society	03/07/2016	170.00
46876	CRPRINT	CR PRINT	03/07/2016	463.60
46877	DAVIDTA	David Taussig & Associates Inc	03/07/2016	595.40
46878	ECHOP	Echo Park Film Center	03/07/2016	500.00
46879	ERIKNIN	Nina Eriksson	03/07/2016	826.00
46880	EWING	Ewing Irrigation Products, Inc	03/07/2016	1,007.16
46881	FEDEXP	FedEx	03/07/2016	21.93
46882	FERCANOL	Laura DeMieri Fercano	03/07/2016	380.80
46883	FLIGHT33	Flight 33 Productions	03/07/2016	500.00
46884	Fugro	Fugro Consultants, Inc.	03/07/2016	25,842.50
46885	GODBLAR	Lara Godbille	03/07/2016	120.00
46886	HODGETTS	Harmonica Inc	03/07/2016	155.77
46887	HYPERNET	HyperNet, Inc	03/07/2016	550.00
46888	iRIS	Lorrie Feinberg	03/07/2016	8,265.00
46889	JOBSAVA	Jobs Available Inc	03/07/2016	45.00
46890	LACOANI	LA Co Animal Care & Control	03/07/2016	4,906.68
46891	LACOCLE	LA County Registrar-Recorder LA	03/07/2016	75.00
46892	LACOCLE	LA County Registrar-Recorder LA	03/07/2016	75.00
46893	LACOWAT	LA Co MalibuTreasurer-Waterwo	03/07/2016	363.60
46894	LAZARL	Laura Lazar	03/07/2016	140.00
46895	LIPPMAN	Peter Lippman	03/07/2016	250.00
46896	MALIBAY	Malibu Bay Company	03/07/2016	977.47
46897	MALITIM	Malibu Times	03/07/2016	1,920.00
46898	MICHBAK	Michael Baker International Inc	03/07/2016	8,626.25

Check Number	Vendor No	Vendor Name	Check Date	Check Amount
46899	MILES	Sten Miles	03/07/2016	94.50
46900	MNS	MNS Engincers, Inc.	03/07/2016	6,867.50
46901	MONAHAN	Ann Monahan	03/07/2016	280.00
46902	NATIONA	National Construction Rentals, Inc	03/07/2016	382.60
46903	OZONE	Ozone Water Systems, Inc.	03/07/2016	4,000.00
46904	PACPLUM	Pacific Plumbing Specialities	03/07/2016	125.48
46905	PLANETG	Planet Grande Pictures Inc	03/07/2016	10,000.00
46906	PUBLICRE	The Public Retirement Journal	03/07/2016	200.00
46907	READYREF	Nestle Waters North America Inc	03/07/2016	43.91
46908	REGENCYL	Regency Enterprises Inc	03/07/2016	99.81
46909	RINCONC	Rincon Consultants, Inc	03/07/2016	390.00
46910	RIVERSI	Riverside Rubber Stamp & Engra	03/07/2016	99.32
46911	RPBARRI	R P Barricade, Inc.	03/07/2016	947.16
46912	SIEMENS	Siemens Industry Inc	03/07/2016	330.00
46913	SMASH	Smash Athletics Inc	03/07/2016	326.77
46914	SMMSD	Santa Monica Malibu Unified Sch	03/07/2016	135.00
46915	STAPLES	Staples Advantage	03/07/2016	292.54
46916	SWIMFIT	Swim Fit LA	03/07/2016	16,734.00
46917	TOTALGRA	Brian Shore	03/07/2016	123.35
46918	TRIYOGA	TriYoga International	03/07/2016	200.00
46919	VALLEYCR	ValleyCrest Landscape Maintenan	03/07/2016	16,266.70
46920	VERIZONC	Verizon California	03/07/2016	56.01
46921	XEROX	Xerox Corporation	03/07/2016	3,058.18
46922	ACCOUNTTE	OfficeTeam A Robert Half Compa	03/10/2016	1,016.13
46923	AEP	AEP	03/10/2016	91.00
46924	AQUACHEM	Aqua H2O Solutions Inc	03/10/2016	348.89
46925	AQUATIC	Aquatic Bioassay & Consulting L	03/10/2016	1,190.00
46926	CANON	Canon Solutions America, Inc	03/10/2016	2,370.83
46927	CATCHLAC	Catch Lacrosse LLC	03/10/2016	595.00
46928	ELYJRS	Hilario Simental Jr	03/10/2016	460.00
46929	FELDMAN	Reva Feldman	03/10/2016	51.41
46930	GIINDUS	GI Industries	03/10/2016	3,846.01
46931	GOVCONN	GovConnection Inc	03/10/2016	771.85
46932	HODGETTS	Harmonica Inc	03/10/2016	10,000.00
46933	JENKINS	Jenkins & Hogin, LLP	03/10/2016	52,859.74
46934	LACOBEA	LA County Beaches & Harbor	03/10/2016	4,176.00
46935	LACOCLE	LA County Registrar-Recorder LA	03/10/2016	75.00
46936	LACOCLE	LA County Registrar-Recorder LA	03/10/2016	75.00
46937	LACOCLE	LA County Registrar-Recorder LA	03/10/2016	75.00
46938	LACOCLE	LA County Registrar-Recorder LA	03/10/2016	75.00
46939	LACOCLE	LA County Registrar-Recorder LA	03/10/2016	75.00
46940	LEVC	Cheryl Lev	03/10/2016	2,909.20
46941	LKJPRO	Paul Burns	03/10/2016	4,600.00
46942	MAGANAB	Brenda Magana	03/10/2016	19.00
46943	MALCHAM	Malibu Chamber Of Commerce	03/10/2016	40.00
46944	MALITIM	Malibu Times	03/10/2016	594.00
46945	MALIYEL	Khaled R. Karamé	03/10/2016	14,834.55
46946	MONTANOA	Alexander Montano	03/10/2016	32.40
46947	NAICKERV	Vasudevan Naicker	03/10/2016	200.00
46948	NEWBURY	Newbury Park Tree Service Inc	03/10/2016	1,735.00
46949	OTTOMEL	Melissa Otto	03/10/2016	35.00
46950	OZONE	Ozone Water Systems, Inc.	03/10/2016	4,000.00
46951	PRECISI	Precision Business Machine Inc	03/10/2016	700.90
46952	RAPAROB	Robin Gail Rapaport	03/10/2016	1,000.00
46953	ROSENTHA	Laura Rosenthal	03/10/2016	107.03

Check Number	Vendor No	Vendor Name	Check Date	Check Amount
46954	RPBARRI	R P Barricade, Inc.	03/10/2016	495.63
46955	SMMUSD2	SMMUSD	03/10/2016	1,000.00
46956	SOLIDWA	Solid Waste Solutions, Inc.	03/10/2016	35,886.65
46957	SOUTHEAS	Southeastern Security Consultants	03/10/2016	18.50
46958	STAPLES	Staples Advantage	03/10/2016	933.27
46959	STECKATH	Kathleen Stecko	03/10/2016	15.12
46960	STORAGE	StorageContainer.com	03/10/2016	198.00
46961	TITANWPC	Titan Water Polo Club Inc	03/10/2016	1,450.00
46962	TRIYOGA	TriYoga International	03/10/2016	150.00
46963	USBANK	U.S. Bank	03/10/2016	18,411.24
46964	VENCOPOW	Venco Power Sweeping, Inc	03/10/2016	6,935.00
46965	VERIZONW	Verizon Wireless Services LLC	03/10/2016	1,800.24
46966	VIAWEST	ViaWest Inc	03/10/2016	745.00
46967	WARDLE	Lesley Ward	03/10/2016	300.00
46968	WESTCO	Westco Smart Homes	03/10/2016	450.00
46969	ICMA457	ICMA Retirement Trust 457 - 303	03/10/2016	16,030.18
46970	ICMACM	ICMA 401-Plan # 108658	03/10/2016	504.89
46971	ICMADH	ICMA 401-Plan # 108650	03/10/2016	576.90
46972	PERSRET	CalPERS Retirement	03/10/2016	32,166.38
46973	USBANK2	U.S. Bank	03/10/2016	616.23
Report Total:				397,769.05

Accounts Payable

Transactions by Account

User: jhand
 Printed: 03/16/2016 - 10:10AM
 Batch: 00000.00.0000



Checks from: 00046854 To: 00046973

Account Number	description	Vendor	Description	Check No	Amount
Fund: 100					
Dept:0000					
100-0000-2021-00	COBRA Payable	CalPERS Retirement	PR 03.2016 PERS EEShare - Hog	46972	358.12
100-0000-2021-00	COBRA Payable	CalPERS Retirement	PR 03.2016 PERS ERShare - Hog	46972	478.50
Vendor Subtotal for Dept:0000					836.62
Dept:0000					
100-0000-3448-00	Subpoena Fees	Fugro Consultants, Inc.	Add'l Reimburse for Personal Apj	46884	232.50
Vendor Subtotal for Dept:0000					232.50
Dept:0000					
100-0000-3464-00	Youth Sports Program Fees	Philip Cohen	Refund-Lacrosse Boys-Layton-Nc	46871	300.00
Vendor Subtotal for Dept:0000					300.00
Dept:0000					
100-0000-3464-00	Youth Sports Program Fees	Laura Lazar	Refund-Baseball-Marshall-Too ol	46894	140.00
Vendor Subtotal for Dept:0000					140.00
Dept:0000					
100-0000-3470-00	Community Classes	Lara Godbille	Refund Volleyball-Xavier-Class C	46885	120.00
Vendor Subtotal for Dept:0000					120.00

Account Number	description	Vendor	Description	Check No	Amount
Dept:3001					
100-3001-5121-01	Street Sweeping	Venco Power Sweeping, Inc	Street Sweeping & PCH-Jan'16	46964	6,935.00
Vendor Subtotal for Dept:3001					6,935.00
Dept:3001					
100-3001-5124-00	Traffic Signal Maintenance	Siemens Industry Inc	Signal/Beacon maint-Jan'16	46912	330.00
Vendor Subtotal for Dept:3001					330.00
Dept:3001					
100-3001-5200-00	Tree Maintenance	Newbury Park Tree Service Inc	Tree Removal-Encinal	46948	1,735.00
Vendor Subtotal for Dept:3001					1,735.00
Dept:3001					
100-3001-5721-00	Telephone	Verizon Wireless Services LLC	Cell Phone Service 02/24-3/23/16	46965	68.91
100-3001-5721-00	Telephone	Verizon Wireless Services LLC	Cell Phone Service 02/24-3/23/16	46965	114.03
100-3001-5721-00	Telephone	Verizon Wireless Services LLC	Cell Phone Service 02/24-3/23/16	46965	62.42
Vendor Subtotal for Dept:3001					245.36
Dept:3001					
100-3001-5725-00	Trash Pickup/Recycling	GI Industries	City Yard Waste-Jan/Feb'16-1830	46930	759.38
100-3001-5725-00	Trash Pickup/Recycling	GI Industries	Garbage-Bluffs Park-Mar'16-183	46930	371.24
100-3001-5725-00	Trash Pickup/Recycling	GI Industries	Garbage-Equestrian Park-Mar'16-	46930	176.49
100-3001-5725-00	Trash Pickup/Recycling	GI Industries	Garbage-Bus Stop-Mar'16-18315	46930	2,191.21
100-3001-5725-00	Trash Pickup/Recycling	GI Industries	Garbage-Cross Creek-Mar'16-183	46930	175.83
Vendor Subtotal for Dept:3001					3,674.15
Dept:3001					
100-3001-5725-00	Trash Pickup/Recycling	Paul Burns	Disposal Fees for El Nino Storm 1	46941	2,600.00
100-3001-5725-00	Trash Pickup/Recycling	Paul Burns	Disposal Fees for Storm Debris	46941	1,000.00
100-3001-5725-00	Trash Pickup/Recycling	Paul Burns	Disposal Fees for Dirt	46941	1,000.00
Vendor Subtotal for Dept:3001					4,600.00

Account Number	description	Vendor	Description	Check No	Amount
Dept:3001					
100-3001-6160-00	Operating Supplies	R P Barricade, Inc.	El Nino preparedness	46911	883.65
100-3001-6160-00	Operating Supplies	R P Barricade, Inc.	Post & Channelizers	46954	495.63
Vendor Subtotal for Dept:3001					1,379.28
Dept:3001					
100-3001-6160-00	Operating Supplies	U.S. Bank	Hart T-PW supplies-Flow meters	46963	161.64
Vendor Subtotal for Dept:3001					161.64
Dept:3007					
100-3007-5610-00	Fac Maintenance-Civic Center	Aquatic Bioassay & Consulting Labc	CCSTF testing/monitoring-Feb'16	46925	1,190.00
Vendor Subtotal for Dept:3007					1,190.00
Dept:3007					
100-3007-5610-00	Fac Maintenance-Civic Center	Ozone Water Systems, Inc.	CCSTF Equip Maint-Nov'15	46903	4,000.00
100-3007-5610-00	Fac Maintenance-Civic Center	Ozone Water Systems, Inc.	CCSTF Equip Maint-Feb'16	46950	4,000.00
Vendor Subtotal for Dept:3007					8,000.00
Dept:3007					
100-3007-5655-00	Stormwater Monitoring	Aquatic Bioassay & Consulting Labc	CCSTF testing/monitoring-Jan'16	46858	1,190.00
Vendor Subtotal for Dept:3007					1,190.00
Dept:3008					
100-3008-5100-00	Professional Services	All City Management Services Inc	School Crossing Guard Svcs Jan'1	46856	2,469.60
Vendor Subtotal for Dept:3008					2,469.60
Dept:3008					
100-3008-5100-00	Professional Services	MNS Engineers, Inc.	PM 24070, CofC 15-003, 15-005,	46900	6,867.50
Vendor Subtotal for Dept:3008					6,867.50

Account Number	description	Vendor	Description	Check No	Amount
Dept:3008					
100-3008-5205-00	Postage	U.S. Bank	Ayala B-Postage for AQMD notic	46963	171.50
Vendor Subtotal for Dept:3008					171.50
Dept:3008					
100-3008-5721-00	Telephone	Verizon Wireless Services LLC	Cell Phone Service 02/24-3/23/16	46965	137.82
Vendor Subtotal for Dept:3008					137.82
Dept:3008					
100-3008-6160-00	Operating Supplies	Santa Monica Malibu Unified Schoo	PT Dume Community Meeting-2/	46914	135.00
Vendor Subtotal for Dept:3008					135.00
Dept:3008					
100-3008-6160-00	Operating Supplies	U.S. Bank	Ayala B-PCH Taskforce meeting	46963	85.27
Vendor Subtotal for Dept:3008					85.27
Dept:4001					
100-4001-5100-00	Professional Services	Michael Baker International Inc	Bluffs Parkland Consultant fees-J	46898	8,626.25
Vendor Subtotal for Dept:4001					8,626.25
Dept:4001					
100-4001-5721-00	Telephone	Verizon Wireless Services LLC	Cell Phone Service 02/24-3/23/16	46965	619.13
Vendor Subtotal for Dept:4001					619.13
Dept:4001					
100-4001-6160-00	Operating Supplies	Harmonica Inc	Reimburse-printing 8 Legacy Parl	46886	155.77
Vendor Subtotal for Dept:4001					155.77
Dept:4001					
100-4001-6160-00	Operating Supplies	Nestle Waters North America Inc	Water-Bluffs/MHS Pool Staff 1/1.	46907	43.91

Account Number	description	Vendor	Description	Check No	Amount
					Vendor Subtotal for Dept:4001
					43.91
Dept:4001					
100-4001-6160-00	Operating Supplies	U.S. Bank	Crittenden A-Surfboard Art Show	46963	43.24
					Vendor Subtotal for Dept:4001
					43.24
Dept:4002					
100-4002-5107-00	Contract Personnel	Swim Fit LA	Swim Team Instructor-Winter Ses	46916	16,734.00
					Vendor Subtotal for Dept:4002
					16,734.00
Dept:4002					
100-4002-5330-00	Dues & Memberships	Titan Water Polo Club Inc	Youth Water Polo-Spring 2016 lec	46961	1,450.00
					Vendor Subtotal for Dept:4002
					1,450.00
Dept:4002					
100-4002-6160-00	Operating Supplies	Staples Advantage	Office supplies-P&R Aquatics	46915	23.42
					Vendor Subtotal for Dept:4002
					23.42
Dept:4004					
100-4004-6160-00	Operating Supplies	LA County Beaches & Harbor	2016 Summer Camp Surf Fees-6/	46934	4,176.00
					Vendor Subtotal for Dept:4004
					4,176.00
Dept:4004					
100-4004-6160-00	Operating Supplies	U.S. Bank	Gallo K-Day Camp expenses	46963	224.51
					Vendor Subtotal for Dept:4004
					224.51
Dept:4006					
100-4006-5107-00	Contract Personnel	Steve Burkhardt	Youth Sports-Basketball 2/24/16	46862	40.00

Account Number	description	Vendor	Description	Check No	Amount
					40.00
			Vendor Subtotal for Dept:4006		
Dept:4006					
100-4006-5107-00	Contract Personnel	Catch Lacrosse LLC	Material/League Fees for 7 partici	46927	595.00
					595.00
			Vendor Subtotal for Dept:4006		
Dept:4006					
100-4006-5107-00	Contract Personnel	Larry Chavez	Youth Sports-Basketball-2/24/16	46869	40.00
100-4006-5107-00	Contract Personnel	Larry Chavez	Basketball Youth & Middle Schoc	46869	350.00
					390.00
			Vendor Subtotal for Dept:4006		
Dept:4006					
100-4006-5107-00	Contract Personnel	Nina Eriksson	Sports instructor-N Eriksson-Littl	46879	287.00
100-4006-5107-00	Contract Personnel	Nina Eriksson	Sports instructor-N Eriksson-Youi	46879	539.00
					826.00
			Vendor Subtotal for Dept:4006		
Dept:4006					
100-4006-5401-00	Advertising & Noticing	Brian Shore	Youth Sports Banner	46917	123.35
					123.35
			Vendor Subtotal for Dept:4006		
Dept:4006					
100-4006-6160-00	Operating Supplies	Smash Athletics Inc	Middle School Tennis Shirts-Spri	46913	124.62
100-4006-6160-00	Operating Supplies	Smash Athletics Inc	Middle School Vball Shirts-Sprin	46913	202.15
					326.77
			Vendor Subtotal for Dept:4006		
Dept:4006					
100-4006-6160-00	Operating Supplies	Southeastern Security Consultants, Ir	Shurgot-Tennis ball background c	46957	18.50
					18.50
			Vendor Subtotal for Dept:4006		
Dept:4006					
100-4006-6160-00	Operating Supplies	U.S. Bank	Gallo K-Youth sports hand truck	46963	163.60
100-4006-6160-00	Operating Supplies	U.S. Bank	Gallo K-Youth sports expenses	46963	42.45

Account Number	description	Vendor	Description	Check No	Amount
					206.05
			Vendor Subtotal for Dept:4006		
Dept:4007					
100-4007-5107-00	Contract Personnel	M.C. Callaghan	Class instructor-MC Callaghan-Si	46866	273.00
100-4007-5107-00	Contract Personnel	M.C. Callaghan	Class instructor-MC Callaghan-Si	46866	500.50
					773.50
			Vendor Subtotal for Dept:4007		
Dept:4007					
100-4007-5107-00	Contract Personnel	Cheryl Lev	Class instructor-C Lev-Music Tog	46940	2,909.20
					2,909.20
			Vendor Subtotal for Dept:4007		
Dept:4007					
100-4007-5107-00	Contract Personnel	Melissa Otto	Class instructor-M Hummer(Otto)	46949	35.00
					35.00
			Vendor Subtotal for Dept:4007		
Dept:4007					
100-4007-6160-00	Operating Supplies	Staples Advantage	Office supplies-P&R Comm Clas:	46915	6.37
					6.37
			Vendor Subtotal for Dept:4007		
Dept:4007					
100-4007-6160-00	Operating Supplies	U.S. Bank	Reyna M-P&R-SendGrid email sc	46963	9.95
					9.95
			Vendor Subtotal for Dept:4007		
Dept:4008					
100-4008-5107-00	Contract Personnel	ART Trek, Inc	Senior instructor-ArtTrek-Worksh	46859	100.00
					100.00
			Vendor Subtotal for Dept:4008		
Dept:4008					
100-4008-5107-00	Contract Personnel	Marsha Cooper	Senior instructor-M Cooper-Stret	46874	651.00
					651.00
			Vendor Subtotal for Dept:4008		

Account Number	description	Vendor	Description	Check No	Amount
Dept:4008					
100-4008-5107-00	Contract Personnel	Laura DeMieri Fercano	Senior instructor-L Fercano-Choi	46882	380.80
Vendor Subtotal for Dept:4008					380.80
Dept:4008					
100-4008-5107-00	Contract Personnel	Ann Monahan	Senior instructor-A Monahan-Aer	46901	280.00
Vendor Subtotal for Dept:4008					280.00
Dept:4008					
100-4008-5107-00	Contract Personnel	Robin Gail Rapaport	Senior Instructor-R Rapaport-Spa	46952	1,000.00
Vendor Subtotal for Dept:4008					1,000.00
Dept:4008					
100-4008-5107-00	Contract Personnel	TriYoga International	Senior instructor-TriYoga-Chair/	46918	200.00
100-4008-5107-00	Contract Personnel	TriYoga International	Reissue CK#45952-Senior Instruc	46962	150.00
Vendor Subtotal for Dept:4008					350.00
Dept:4008					
100-4008-5300-00	Travel and Training	U.S. Bank	Odello T-CPRS membership-The	46963	170.00
Vendor Subtotal for Dept:4008					170.00
Dept:4008					
100-4008-6160-00	Operating Supplies	Staples Advantage	Office supplies-P&R Senior Ctr	46958	22.90
Vendor Subtotal for Dept:4008					22.90
Dept:4008					
100-4008-6160-00	Operating Supplies	U.S. Bank	Odello T-Senior Ctr supplies	46963	260.99
100-4008-6160-00	Operating Supplies	U.S. Bank	Odello T-Senior Luncheon expen	46963	826.35
100-4008-6160-00	Operating Supplies	U.S. Bank	Odello T-Senior Ice cream social :	46963	8.97
100-4008-6160-00	Operating Supplies	U.S. Bank	Odello T-Senior Theater Thursday	46963	1.64
100-4008-6160-00	Operating Supplies	U.S. Bank	Frederiksen R-Senior Ctr-Tablecl	46963	149.25
Vendor Subtotal for Dept:4008					1,247.20

Account Number	description	Vendor	Description	Check No	Amount
Dept:4008					
100-4008-6176-00	Recreation Trip Admissions	U.S. Bank	Odello T-Senior Excursion expen:	46963	1,275.00
			Vendor Subtotal for Dept:4008		1,275.00
Dept:4009					
100-4009-5107-00	Contract Personnel	Echo Park Film Center	Malibu Teen Film Festival Works:	46878	500.00
			Vendor Subtotal for Dept:4009		500.00
Dept:4009					
100-4009-5107-00	Contract Personnel	Lesley Ward	Teen Cooking Workshop-3/4/16	46967	300.00
			Vendor Subtotal for Dept:4009		300.00
Dept:4009					
100-4009-6160-00	Operating Supplies	U.S. Bank	Riesgo K-YoGlow event supplies	46963	55.59
			Vendor Subtotal for Dept:4009		55.59
Dept:4010					
100-4010-5100-00	Professional Services	Paul Nguyen	City Parks Janitorial Svc- Feb'16	46857	3,750.00
			Vendor Subtotal for Dept:4010		3,750.00
Dept:4010					
100-4010-5100-00	Professional Services	ValleyCrest Landscape Maintenance	City Parks-Landscape Maint-Feb'	46919	8,946.70
			Vendor Subtotal for Dept:4010		8,946.70
Dept:4010					
100-4010-5130-00	Parks Maintenance	Ewing Irrigation Products, Inc	Irrigation Supplies	46880	1,007.16
			Vendor Subtotal for Dept:4010		1,007.16
Dept:4010					
100-4010-5130-00	Parks Maintenance	R P Barricade, Inc.	Trancas Park Signs	46911	63.51

Account Number	description	Vendor	Description	Check No	Amount
Vendor Subtotal for Dept:4010					63.51
Dept:4010					
100-4010-5300-00	Travel and Training	Calif Park & Rec Society	CPRS Membership renewal-Drew	46875	170.00
Vendor Subtotal for Dept:4010					170.00
Dept:4010					
100-4010-5610-00	Facility Maintenance	Bio Solutions, Inc	Las Flores Cyn Park WWTS-Feb'	46861	116.67
100-4010-5610-00	Facility Maintenance	Bio Solutions, Inc	Trancas Park WWTS-Feb'16	46861	250.00
Vendor Subtotal for Dept:4010					366.67
Dept:4010					
100-4010-5710-00	Facilities Rent	National Construction Rentals, Inc	Bluffs Portable Toilet rental-2/18-	46902	382.60
Vendor Subtotal for Dept:4010					382.60
Dept:4010					
100-4010-5721-00	Telephone	Verizon California	Phone-Las Flores septic-Feb'16	46920	56.01
Vendor Subtotal for Dept:4010					56.01
Dept:4010					
100-4010-5723-00	Water	LA Co MalibuTreasurer-Waterworks	Water-Las Flores-Rambia side-12	46893	145.44
100-4010-5723-00	Water	LA Co MalibuTreasurer-Waterworks	Water-Las Flores-3761-12/9/15-2.	46893	145.44
100-4010-5723-00	Water	LA Co MalibuTreasurer-Waterworks	Water-Las Flores-3659-12/9/15-2.	46893	72.72
Vendor Subtotal for Dept:4010					363.60
Dept:4010					
100-4010-6160-00	Operating Supplies	U.S. Bank	Delsi D-Credit-Amazon Prime m	46963	-107.91
Vendor Subtotal for Dept:4010					-107.91

Account Number	description	Vendor	Description	Check No	Amount
Dept:4010					
100-4010-6300-00	Repair & Maint. Supplies	U.S. Bank	Delsi D-Park maint supplies	46963	107.46
Vendor Subtotal for Dept:4010					107.46
Dept:4011					
100-4011-5401-00	Advertising & Noticing	Malibu Times	Art of the Board Ads in Malibu Ti	46897	840.00
Vendor Subtotal for Dept:4011					840.00
Dept:4011					
100-4011-6160-00	Operating Supplies	Staples Advantage	Office supplies-P&R Spec Events	46915	33.40
100-4011-6160-00	Operating Supplies	Staples Advantage	Office supplies-P&R Spec Events	46958	14.15
Vendor Subtotal for Dept:4011					47.55
Dept:4011					
100-4011-6160-00	Operating Supplies	U.S. Bank	Riesgo K-Student Art Show exper	46963	30.92
100-4011-6160-00	Operating Supplies	U.S. Bank	Riesgo K-Easter Hoppening even	46963	986.43
100-4011-6160-00	Operating Supplies	U.S. Bank	Riesgo K-Breakfast w/Santa even	46963	50.00
100-4011-6160-00	Operating Supplies	U.S. Bank	Riesgo K-Chumash Day event exj	46963	118.09
100-4011-6160-00	Operating Supplies	U.S. Bank	Odello T-Special event supplies	46963	8.97
Vendor Subtotal for Dept:4011					1,194.41
Dept:7001					
100-7001-5300-00	Travel and Training	Laura Rosenthal	Reimburse mileage 2/17/16 & 3/2	46953	107.03
Vendor Subtotal for Dept:7001					107.03
Dept:7001					
100-7001-5300-00	Travel and Training	U.S. Bank	Feldman R-Lunch Mtg regarding	46963	241.42
Vendor Subtotal for Dept:7001					241.42
Dept:7001					
100-7001-5721-00	Telephone - Cellular Data	Verizon Wireless Services LLC	Cell Phone Service 02/24-3/23/16	46965	76.02

Account Number	description	Vendor	Description	Check No	Amount
				Vendor Subtotal for Dept:7001	76.02
Dept:7001					
100-7001-5930-00	Community Grants	SMMUSD	FY 15/16 General Fund Grant	46955	1,000.00
				Vendor Subtotal for Dept:7001	1,000.00
Dept:7001					
100-7001-6170-00	Events	Malibu Chamber Of Commerce	25th Anniversary Community Bo	46943	40.00
				Vendor Subtotal for Dept:7001	40.00
Dept:7001					
100-7001-6170-00	Events	Planet Grande Pictures Inc	Production of City's 25th Anniv T	46905	10,000.00
				Vendor Subtotal for Dept:7001	10,000.00
Dept:7001					
100-7001-6170-00	Events	U.S. Bank	Montano A-25th Anniversary ceræ	46963	37.40
				Vendor Subtotal for Dept:7001	37.40
Dept:7002					
100-7002-5340-00	Transportation & Mileage	Alexander Montano	Reimburse mileage 2/24-2/25/16-	46946	32.40
				Vendor Subtotal for Dept:7002	32.40
Dept:7002					
100-7002-6160-00	Operating Supplies	U.S. Bank	Montano A-Broadcast cameras su	46963	69.95
				Vendor Subtotal for Dept:7002	69.95
Dept:7002					
100-7002-6170-00	Events	U.S. Bank	Myerhoff M-Las Flores Ribbon c	46963	81.57

Account Number	description	Vendor	Description	Check No	Amount
					81.57
			Vendor Subtotal for Dept:7002		
Dept:7003					
100-7003-5300-00	Travel and Training	U.S. Bank	Thorsen J-League of CA Cities Ci	46963	467.94
					467.94
			Vendor Subtotal for Dept:7003		
Dept:7003					
100-7003-5721-00	Telephone	Verizon Wireless Services LLC	Cell Phone Service 02/24-3/23/16	46965	136.21
					136.21
			Vendor Subtotal for Dept:7003		
Dept:7003					
100-7003-6160-00	Operating Supplies	U.S. Bank	Thorsen J-Dinner-Thorsen/Sibert/	46963	87.03
100-7003-6160-00	Operating Supplies	U.S. Bank	Thorsen J-Lunch-CCCA Annual S	46963	137.99
					225.02
			Vendor Subtotal for Dept:7003		
Dept:7005					
100-7005-5101-00	General Legal Counsel	Jenkins & Hogin, LLP	General Legal Svcs-Feb'16	46933	23,198.00
					23,198.00
			Vendor Subtotal for Dept:7005		
Dept:7005					
100-7005-5102-00	Litigation	Jenkins & Hogin, LLP	Litigation Svcs-Feb'16	46933	29,661.74
					29,661.74
			Vendor Subtotal for Dept:7005		
Dept:7007					
100-7007-5100-00	Professional Services	U.S. Bank	Glaser H-Veribook Online passpo	46963	35.00
					35.00
			Vendor Subtotal for Dept:7007		
Dept:7007					

Account Number	description	Vendor	Description	Check No	Amount
100-7007-5100-01	Document Imaging Services	Lorrie Feinberg	Onbase System Administration-Fr	46888	403.75
			Vendor Subtotal for Dept:7007		403.75
Dept:7007					
100-7007-5205-00	Postage	U.S. Bank	Montano A-Postage-City Clerks c	46963	22.95
			Vendor Subtotal for Dept:7007		22.95
Dept:7007					
100-7007-5300-00	Travel and Training	U.S. Bank	Pope L-2016 CCAC Annual Conf	46963	485.00
100-7007-5300-00	Travel and Training	U.S. Bank	Glaser H-2016 CCAC Annual Co	46963	485.00
			Vendor Subtotal for Dept:7007		970.00
Dept:7007					
100-7007-6160-00	Operating Supplies	U.S. Bank	Pope L-Working lunch-Lisa/Heatl	46963	24.32
100-7007-6160-00	Operating Supplies	U.S. Bank	Pope L-Remote PC access for Lis	46963	21.90
100-7007-6160-00	Operating Supplies	U.S. Bank	Glaser H-OnBase Meeting suppli	46963	217.24
100-7007-6160-00	Operating Supplies	U.S. Bank	Glaser H-Office supplies	46963	70.00
			Vendor Subtotal for Dept:7007		333.46
Dept:7021					
100-7021-6160-00	Operating Supplies	Malibu Times	AD to promote disaster notificac	46897	360.00
			Vendor Subtotal for Dept:7021		360.00
Dept:7021					
100-7021-6160-00	Operating Supplies	Staples Advantage	Office supplies-EOC-returned iter	46915	-32.14
			Vendor Subtotal for Dept:7021		-32.14
Dept:7021					
100-7021-6160-00	Operating Supplies	U.S. Bank	Davis B-Emerg Prpd supplies	46963	580.01
			Vendor Subtotal for Dept:7021		580.01

Account Number	description	Vendor	Description	Check No	Amount
Dept:7021					
100-7021-6400-00	Clothing & Personal Supplies	U.S. Bank	Davis B-Emerg Prpd Gear/Equipr	46963	492.50
			Vendor Subtotal for Dept:7021		492.50
Dept:7031					
100-7031-5106-00	Animal Control Services	LA Co Animal Care & Control	Animal Control-Jan'16	46890	4,906.68
			Vendor Subtotal for Dept:7031		4,906.68
Dept:7054					
100-7054-5100-00	Professional Services	Solid Waste Solutions, Inc.	Call Services for TOT Monitoring	46956	125.55
			Vendor Subtotal for Dept:7054		125.55
Dept:7054					
100-7054-5100-01	City Treasurer	Peter Lippman	City Treasurer-Feb'16	46895	250.00
			Vendor Subtotal for Dept:7054		250.00
Dept:7054					
100-7054-5117-00	Film Permit Consultant	Solid Waste Solutions, Inc.	Film Permits-Feb'16	46956	35,761.10
			Vendor Subtotal for Dept:7054		35,761.10
Dept:7054					
100-7054-5300-00	Travel and Training	The Public Retirement Journal	Public Retirement Seminar-3/24/1	46906	200.00
			Vendor Subtotal for Dept:7054		200.00
Dept:7054					
100-7054-5300-00	Travel and Training	U.S. Bank	Feldman R-HR Conf expenses 2/	46963	252.96
100-7054-5300-00	Travel and Training	U.S. Bank	Feldman R-League of CA Cities C	46963	467.94
100-7054-5300-00	Travel and Training	U.S. Bank	Feldman R-Lunch mtg regarding	46963	40.88

Account Number	description	Vendor	Description	Check No	Amount
					761.78
			Vendor Subtotal for Dept:7054		
Dept:7054					
100-7054-5340-00	Transportation & Mileage	Reva Feldman	Reimburse mileage-Annual conf	46929	51.41
					51.41
			Vendor Subtotal for Dept:7054		
Dept:7054					
100-7054-6160-00	Operating Supplies	U.S. Bank	Montano A-Webex Monthly payn	46963	24.00
					24.00
			Vendor Subtotal for Dept:7054		
Dept:7058					
100-7058-5205-00	Postage	FedEx	Postage- Mail Final Check	46881	21.93
					21.93
			Vendor Subtotal for Dept:7058		
Dept:7058					
100-7058-5320-00	Recruitment Expense	CAEHA	Recruitment Ad-ESD Director	46865	100.00
					100.00
			Vendor Subtotal for Dept:7058		
Dept:7058					
100-7058-5320-00	Recruitment Expense	California Environmental Health Ass	Recruitment Ad-ESD Director-CE	46868	50.00
					50.00
			Vendor Subtotal for Dept:7058		
Dept:7058					
100-7058-5320-00	Recruitment Expense	CR PRINT	Recruitment Brochure-ESD Direc	46876	320.46
					320.46
			Vendor Subtotal for Dept:7058		
Dept:7058					
100-7058-5320-00	Recruitment Expense	Jobs Available Inc	Annual Subscription Renewal - Jc	46889	45.00
					45.00
			Vendor Subtotal for Dept:7058		

Account Number	description	Vendor	Description	Check No	Amount
Dept:7058					
100-7058-6160-00	Operating Supplies	Staples Advantage	Office supplies-HR	46915	156.54
100-7058-6160-00	Operating Supplies	Staples Advantage	Office supplies-HR-ergonomic su	46915	4.08
100-7058-6160-00	Operating Supplies	Staples Advantage	Office supplies-HR	46915	59.48
Vendor Subtotal for Dept:7058					220.10
Dept:7058					
100-7058-6160-00	Operating Supplies	U.S. Bank	Rector C-Ergonomic supplies-RB	46963	59.70
Vendor Subtotal for Dept:7058					59.70
Dept:7058					
100-7058-6170-00	Events	U.S. Bank	Linden M-Staff training expenses	46963	467.10
100-7058-6170-00	Events	U.S. Bank	Woodrow M-Supplies for City er	46963	185.98
Vendor Subtotal for Dept:7058					653.08
Dept:7059					
100-7059-5205-00	Postage	U.S. Bank	Montano A-Postage	46963	46.28
100-7059-5205-00	Postage	U.S. Bank	Walker J-Postage	46963	29.91
Vendor Subtotal for Dept:7059					76.19
Dept:7059					
100-7059-5405-00	Printing	CR PRINT	Business Card imprints- 2 names	46876	143.14
Vendor Subtotal for Dept:7059					143.14
Dept:7059					
100-7059-5640-00	Equipment Maintenance	Canon Solutions America, Inc	Copier Maint DRL61286-Plan 11.	46867	47.41
100-7059-5640-00	Equipment Maintenance	Canon Solutions America, Inc	Copier Maint-HTK11335-P&R-II	46926	595.53
100-7059-5640-00	Equipment Maintenance	Canon Solutions America, Inc	Copier Maint-DRL41649-PubCnt	46926	245.63
100-7059-5640-00	Equipment Maintenance	Canon Solutions America, Inc	Copier Maint-GQM52870-ASD-I	46926	1,291.08
100-7059-5640-00	Equipment Maintenance	Canon Solutions America, Inc	Copier Maint HTK14196-PW 11/	46926	238.59

Account Number	description	Vendor	Description	Check No	Amount
				Vendor Subtotal for Dept:7059	2,418.24
Dept:7059					
100-7059-5640-00	Equipment Maintenance	Xerox Corporation	Copier Maint-XC60 E2B-652638	46921	9.87
				Vendor Subtotal for Dept:7059	9.87
Dept:7059					
100-7059-5800-00	Equipment Leases	Xerox Corporation	Xerox Lease-D110CP BG0-96851	46921	965.60
100-7059-5800-00	Equipment Leases	Xerox Corporation	Xerox Lease-XC60 E2B-652638-	46921	704.88
100-7059-5800-00	Equipment Leases	Xerox Corporation	Xerox Lease-C70EFI Hub 5 Port-	46921	331.61
100-7059-5800-00	Equipment Leases	Xerox Corporation	Xerox Lease-D110-BG0-968974-	46921	1,046.22
				Vendor Subtotal for Dept:7059	3,048.31
Dept:7059					
100-7059-6160-00	Operating Supplies	Precision Business Machine Inc	Printer supplies	46951	700.90
				Vendor Subtotal for Dept:7059	700.90
Dept:7059					
100-7059-6160-00	Operating Supplies	Staples Advantage	Office supplies-City Hall-paper	46958	418.02
100-7059-6160-00	Operating Supplies	Staples Advantage	Office supplies-Kitchen supplies	46958	163.25
				Vendor Subtotal for Dept:7059	581.27
Dept:7059					
100-7059-6160-00	Operating Supplies	U.S. Bank	Ncermann R-Staff bulletin board :	46963	15.50
100-7059-6160-00	Operating Supplies	U.S. Bank	Rector C-Kitchen supplies	46963	92.75
100-7059-6160-00	Operating Supplies	U.S. Bank	Frederiksen R-Tablecloth cleaning	46963	220.38
				Vendor Subtotal for Dept:7059	328.63
				Subtotal for Fund: 100	222,209.98
Fund: 101					
Dept:2001					

Account Number	description	Vendor	Description	Check No	Amount
101-2001-5100-00	Professional Services	Lorrie Feinberg	Database updates-Planning-Feb'16	46888	308.75
			Vendor Subtotal for Dept:2001		308.75
Dept:2001					
101-2001-5100-00	Professional Services	Rincon Consultants, Inc	WWTF Review-Sept'15	46909	390.00
			Vendor Subtotal for Dept:2001		390.00
Dept:2001					
101-2001-5100-01	Coastal Dev. Permit Services	Compliance Biology, Inc.	City Biologist-Feb'16	46872	4,250.00
			Vendor Subtotal for Dept:2001		4,250.00
Dept:2001					
101-2001-5107-00	Contract Personnel	OfficeTeam A Robert Half Company	Temp Staffing-Plan-Marina S WE	46855	815.79
101-2001-5107-00	Contract Personnel	OfficeTeam A Robert Half Company	Temp Staffing-Plan-Marina S-WE	46922	1,016.13
			Vendor Subtotal for Dept:2001		1,831.92
Dept:2001					
101-2001-5210-00	Service Fees & Charges	LA County Registrar-Recorder LA Co	CEQA Filing-23525 Civic Center	46854	75.00
101-2001-5210-00	Service Fees & Charges	LA County Registrar-Recorder LA Co	CEQA Filing-7022 Grasswood Av	46891	75.00
101-2001-5210-00	Service Fees & Charges	LA County Registrar-Recorder LA Co	CEQA Filing-5925 Bonsall Drive	46892	75.00
101-2001-5210-00	Service Fees & Charges	LA County Registrar-Recorder LA Co	CEQA Filing-3881 Puerco Canyo	46935	75.00
101-2001-5210-00	Service Fees & Charges	LA County Registrar-Recorder LA Co	CEQA Filing-6127 Ramirez Cany	46936	75.00
101-2001-5210-00	Service Fees & Charges	LA County Registrar-Recorder LA Co	CEQA Filing-31012 Broad Beach	46937	75.00
101-2001-5210-00	Service Fees & Charges	LA County Registrar-Recorder LA Co	CEQA Filing-27841 PCH	46938	75.00
101-2001-5210-00	Service Fees & Charges	LA County Registrar-Recorder LA Co	CEQA Filing-3001 Zenith Point F	46939	75.00
			Vendor Subtotal for Dept:2001		600.00
Dept:2001					
101-2001-5300-00	Travel and Training	Brenda Magana	CEQA Training- Parking	46942	19.00
			Vendor Subtotal for Dept:2001		19.00

Account Number	description	Vendor	Description	Check No	Amount
Dept:2001					
101-2001-5340-00	Transportation & Mileage	Kathleen Stecko	Reimburse mileage 2/26/16-Planr	46959	15.12
Vendor Subtotal for Dept:2001					15.12
Dept:2001					
101-2001-5401-00	Advertising & Noticing	Malibu Times	Public Notice ads in Times-Jan'16	46897	360.00
101-2001-5401-00	Advertising & Noticing	Malibu Times	Public Notices-Ad Times 2/17/16	46944	185.00
101-2001-5401-00	Advertising & Noticing	Malibu Times	Legal and Public Notices-Ad Tim	46944	409.00
Vendor Subtotal for Dept:2001					954.00
Dept:2001					
101-2001-5721-00	Telephone	Verizon Wireless Services LLC	Cell Phone Service 02/24-3/23/16	46965	56.58
Vendor Subtotal for Dept:2001					56.58
Dept:2001					
101-2001-6160-00	Operating Supplies	Staples Advantage	Office supplies-Planning	46915	41.39
101-2001-6160-00	Operating Supplies	Staples Advantage	Office supplies-Planning	46958	82.60
Vendor Subtotal for Dept:2001					123.99
Dept:2001					
101-2001-6200-00	Publications	AEP	CEQA Statute & Guidelines	46923	91.00
Vendor Subtotal for Dept:2001					91.00
Dept:2004					
101-2004-5100-00	Professional Services	California Code Check, Inc	Plan Review-CA Code Check-Jan	46864	35,849.24
Vendor Subtotal for Dept:2004					35,849.24
Dept:2004					
101-2004-5100-00	Professional Services	Fugro Consultants, Inc.	Counter hours-Feb'16-Fugro	46884	2,635.00
101-2004-5100-00	Professional Services	Fugro Consultants, Inc.	Geo Fixed Reviews-Feb'16-Fugro	46884	22,975.00

Account Number	description	Vendor	Description	Check No	Amount
					Vendor Subtotal for Dept:2004
					25,610.00
Dept:2004					
101-2004-5100-00	Professional Services	Lorrie Feinberg	Database updates-Building Safety	46888	7,505.00
					Vendor Subtotal for Dept:2004
					7,505.00
Dept:2004					
101-2004-5300-00	Travel and Training	Julie Bauer	Reimburse ICC Conf expenses-2/	46860	21.00
					Vendor Subtotal for Dept:2004
					21.00
Dept:2004					
101-2004-5300-00	Travel and Training	U.S. Bank	Rossine T-ICC Seminar expenses-	46963	1,113.22
					Vendor Subtotal for Dept:2004
					1,113.22
Dept:2004					
101-2004-5330-00	Dues & Memberships	CACEO	CACEO Membership-T Rossine	46863	85.00
					Vendor Subtotal for Dept:2004
					85.00
Dept:2004					
101-2004-5340-00	Transportation & Mileage	Sten Miles	Reimburse mileage-inspections 2	46899	37.80
101-2004-5340-00	Transportation & Mileage	Sten Miles	Reimburse mileage-Inspections 2,	46899	38.34
101-2004-5340-00	Transportation & Mileage	Sten Miles	Reimburse mileage-Inspections 2,	46899	18.36
					Vendor Subtotal for Dept:2004
					94.50
Dept:2004					
101-2004-5415-00	Public Records Printing	U.S. Bank	Ernst J-Public request copies	46963	192.25
					Vendor Subtotal for Dept:2004
					192.25
Dept:2004					
101-2004-5721-00	Telephone	Verizon Wireless Services LLC	Cell Phone Service 02/24-3/23/16	46965	234.18

Account Number	description	Vendor	Description	Check No	Amount
				Vendor Subtotal for Dept:2004	234.18
Dept:2004					
101-2004-6160-00	Operating Supplies	Riverside Rubber Stamp & Engravin	Counter stamps	46910	99.32
				Vendor Subtotal for Dept:2004	99.32
Dept:2004					
101-2004-6160-00	Operating Supplies	Staples Advantage	Office supplies-Bldg Saftey	46958	214.05
				Vendor Subtotal for Dept:2004	214.05
Dept:2010					
101-2010-5721-00	Telephones	Verizon Wireless Services LLC	Cell Phone Service 02/24-3/23/16	46965	53.78
				Vendor Subtotal for Dept:2010	53.78
Dept:2012					
101-2012-5721-00	Telephone	Verizon Wireless Services LLC	Cell Phone Service 02/24-3/23/16	46965	40.01
				Vendor Subtotal for Dept:2012	40.01
Dept:3003					
101-3003-5100-00	Professional Services	Lorrie Feinberg	Database updates-Env Prog-Feb'1	46888	47.50
				Vendor Subtotal for Dept:3003	47.50
Dept:3003					
101-3003-5300-00	Travel & Training	U.S. Bank	Brown J-Interview panel-Water C	46963	126.82
				Vendor Subtotal for Dept:3003	126.82
Dept:3003					
101-3003-6160-00	Operating Supplies	Staples Advantage	Office supplies-ESD-Clean Water	46958	18.30

Account Number	description	Vendor	Description	Check No	Amount
				Vendor Subtotal for Dept:3003	18.30
				Subtotal for Fund: 101	79,944.53
Fund: 103					
Dept:9050					
103-9050-5100-00	Professional Services	ValleyCrest Landscape Maintenance	City Hall-Landscape Maint-Feb'1	46919	995.00
				Vendor Subtotal for Dept:9050	995.00
Dept:9050					
103-9050-5610-00	Facilities Maintenance	Aqua H2O Solutions Inc	City Hall Water Treatment-Mar'16	46924	348.89
				Vendor Subtotal for Dept:9050	348.89
Dept:9050					
103-9050-5610-00	Facilities Maintenance	Pacific Plumbing Specialities	Toilet repair kits & parts	46904	125.48
				Vendor Subtotal for Dept:9050	125.48
Dept:9050					
103-9050-5610-00	Facilities Maintenance	Regency Enterprises Inc	City Hall lamps	46908	99.81
				Vendor Subtotal for Dept:9050	99.81
Dept:9050					
103-9050-5610-00	Facilities Maintenance	StorageContainer.com	City Hall Storage Cont Rental 3/1	46960	198.00
				Vendor Subtotal for Dept:9050	198.00
Dept:9050					
103-9050-5610-00	Facilities Maintenance	U.S. Bank	Frederiksen R-City Hall Facility r	46963	70.92
				Vendor Subtotal for Dept:9050	70.92
Dept:9050					
103-9050-5610-00	Facilities Maintenance	Westco Smart Homes	Lighting Repairs-Carbon Room	46968	450.00

Account Number	description	Vendor	Description	Check No	Amount
				Vendor Subtotal for Dept:9050	450.00
Dept:9050					
103-9050-6160-00	Operating Supplies	U.S. Bank	Frederiksen R-City Hall supplies	46963	46.78
				Vendor Subtotal for Dept:9050	46.78
Dept:9050					
103-9050-6300-00	Tools & Minor Equipment	U.S. Bank	Frederiksen R-City Hall tools/equ	46963	493.26
				Vendor Subtotal for Dept:9050	493.26
Dept:9050					
103-9050-7300-00	Leasehold Improvements	U.S. Bank	Frederiksen R-Art hanging-fabric	46963	107.49
				Vendor Subtotal for Dept:9050	107.49
Dept:9050					
103-9050-7800-00	Other Equipment	U.S. Bank	Montano A-Security system suppl	46963	10.25
				Vendor Subtotal for Dept:9050	10.25
				Subtotal for Fund: 103	2,945.88
Fund: 203					
Dept:3009					
203-3009-5145-00	Dial A Ride Services	Khaled R. Karame	Dial-a-Ride Prog-Feb'16	46945	14,834.55
				Vendor Subtotal for Dept:3009	14,834.55
				Subtotal for Fund: 203	14,834.55
Fund: 310					

Account Number	description	Vendor	Description	Check No	Amount
Dept:9025					
310-9025-7902-00	Park Projects	Conejo Awards	Temp plaque for Las Flores	46873	52.63
Vendor Subtotal for Dept:9025					52.63
Subtotal for Fund: 310					52.63
Fund: 500					
Dept:7008					
500-7008-5100-00	Professional Services	ValleyCrest Landscape Maintenance	Legacy Park-Landscape Maint-Fe	46919	5,275.00
500-7008-5100-00	Professional Services	ValleyCrest Landscape Maintenance	SuperCare-Landscape Maint-Feb'	46919	200.00
Vendor Subtotal for Dept:7008					5,475.00
Dept:7008					
500-7008-5610-00	Facility Maintenance	Hilario Simental Jr	Septic pumping 23431 PCH-Anin	46928	460.00
Vendor Subtotal for Dept:7008					460.00
Dept:7008					
500-7008-5610-00	Facility Maintenance	GI Industries	Garbage-SuperCare-Mar'16-1831	46930	171.86
Vendor Subtotal for Dept:7008					171.86
Dept:7008					
500-7008-5610-00	Facility Maintenance	Malibu Bay Company	March'16- Sewer Maint- 23661 P	46896	977.47
Vendor Subtotal for Dept:7008					977.47
Dept:7008					
500-7008-7300-00	Leasehold Improvements	Harmonica Inc	Legacy Park Art Enhancement Pl:	46932	10,000.00
Vendor Subtotal for Dept:7008					10,000.00
Subtotal for Fund: 500					17,084.33

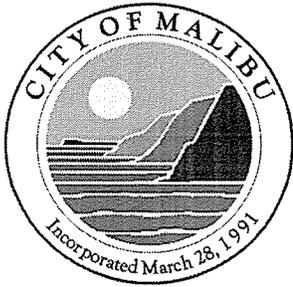
Account Number	description	Vendor	Description	Check No	Amount
Fund: 601					
Dept:3005					
601-3005-6330-00	Vehicle Repair & Maintenance	Vasudevan Naicker	Car wash-City vehicles-2/25/16	46947	75.00
601-3005-6330-00	Vehicle Repair & Maintenance	Vasudevan Naicker	Car wash-City vehicles-3/3/16	46947	125.00
Vendor Subtotal for Dept:3005					200.00
Dept:3005					
601-3005-6500-00	Motor Fuels	Chevron & Texaco Bus. Card Srv	Gasoline for the period of 1/28/16	46870	920.05
Vendor Subtotal for Dept:3005					920.05
Dept:3005					
601-3005-6500-00	Motor Fuels	U.S. Bank	Myerhoff M-2016 CCCA Confere	46963	28.78
601-3005-6500-00	Motor Fuels	U.S. Bank	Aladjajian A-Fuel for the fleet	46963	71.29
601-3005-6500-00	Motor Fuels	U.S. Bank	Hart T-Fuel for the fleet	46963	140.00
601-3005-6500-00	Motor Fuels	U.S. Bank	Odello T-Gas for City Vehicle	46963	30.63
601-3005-6500-00	Motor Fuels	U.S. Bank	Belter A-Fuel for work truck	46963	68.34
601-3005-6500-00	Motor Fuels	U.S. Bank	Brager B-Fuel for fleet	46963	18.18
601-3005-6500-00	Motor Fuels	U.S. Bank	Delsi D-Fuel for work truck	46963	279.29
Vendor Subtotal for Dept:3005					636.51
Subtotal for Fund: 601					1,756.56
Fund: 602					
Dept:7060					
602-7060-5100-00	Professional Services	HyperNet, Inc	IT Consulting-Feb'16	46887	550.00
Vendor Subtotal for Dept:7060					550.00
Dept:7060					
602-7060-5300-00	Travel and Training	U.S. Bank	Reyna M-Phoenix Data Center Tr	46963	562.90
Vendor Subtotal for Dept:7060					562.90

Account Number	description	Vendor	Description	Check No	Amount
Dept:7060					
602-7060-5630-00	Computer Maintenance	U.S. Bank	Reyna M-Computer Maint	46963	318.25
			Vendor Subtotal for Dept:7060		318.25
Dept:7060					
602-7060-5721-00	Telephone	U.S. Bank	Reyna M-Telephone Equipment	46963	666.44
			Vendor Subtotal for Dept:7060		666.44
Dept:7060					
602-7060-5721-00	Telephone	Verizon Wireless Services LLC	Cell Phone Service 02/24-3/23/16	46965	201.15
			Vendor Subtotal for Dept:7060		201.15
Dept:7060					
602-7060-6120-00	Computer Software < \$1,000	U.S. Bank	Reyna M-Computer Software	46963	1,011.80
			Vendor Subtotal for Dept:7060		1,011.80
Dept:7060					
602-7060-6160-00	Operating Supplies	U.S. Bank	Reyna M-Computer Supplies	46963	724.13
			Vendor Subtotal for Dept:7060		724.13
Dept:7060					
602-7060-7400-00	Computer Equipment	GovConnection Inc	New View Sonic Monitor	46931	771.85
			Vendor Subtotal for Dept:7060		771.85
Dept:7060					
602-7060-7400-00	Computer Equipment	U.S. Bank	Reyna M-Computer Equipment	46963	1,378.59
			Vendor Subtotal for Dept:7060		1,378.59
Dept:7060					
602-7060-7400-00	Computer Equipment	ViaWest Inc	Server Collocation-Phoenix-Mar	46966	745.00

Account Number	description	Vendor	Description	Check No	Amount
				Vendor Subtotal for Dept:7060	745.00
				Subtotal for Fund: 602	6,930.11
Fund: 710					
Dept:0000					
710-0000-2270-12	Parks - Security Deposits	Flight 33 Productions	Refund-Security Deposit 2/25/16	46883	500.00
				Vendor Subtotal for Dept:0000	500.00
Dept:0000					
710-0000-2270-44	Library Event	Malibu Times	Library Speaker Series Ad in Tim	46897	360.00
				Vendor Subtotal for Dept:0000	360.00
Dept:0000					
710-0000-2270-44	Library Event	U.S. Bank	Myerhoff M-Library Speaker Seri	46963	20.00
710-0000-2270-44	Library Event	U.S. Bank	Crittenden A-Library Speaker Ser	46963	422.12
710-0000-2270-44	Library Event	U.S. Bank	Crittenden A-Library Speaker Ser	46963	165.20
710-0000-2270-44	Library Event	U.S. Bank	Frederiksen R-Speaker Series-Tat	46963	39.80
				Vendor Subtotal for Dept:0000	647.12
Dept:0000					
710-0000-2270-44	Library Event	ValleyCrest Landscape Maintenance	Library Lawn RetroFit Project De	46919	850.00
				Vendor Subtotal for Dept:0000	850.00
				Subtotal for Fund: 710	2,357.12
Fund: 713					
Dept:9052					
713-9052-5100-00	Professional Services	David Taussig & Associates Inc	Broad Beach AD 2010-I Assess E	46877	595.40
				Vendor Subtotal for Dept:9052	595.40

Account Number	description	Vendor	Description	Check No	Amount
					595.40
			Subtotal for Fund: 713		
Fund: 900					
Dept:0000					
900-0000-2040-00	PERS Retirement	CalPERS Retirement	PR Batch 70010.03.2016 PERS E	46972	11,270.65
900-0000-2040-00	PERS Retirement	CalPERS Retirement	PR Batch 70026.02.2016 PERS E	46972	109.69
					11,380.34
			Vendor Subtotal for Dept:0000		
Dept:0000					
900-0000-2040-01	PERS Retirement Prepaid	CalPERS Retirement	PR Batch 70010.03.2016 PEPRA	46972	2,413.10
900-0000-2040-01	PERS Retirement Prepaid	CalPERS Retirement	PR Batch 70010.03.2016 PERS E	46972	15,059.15
900-0000-2040-01	PERS Retirement Prepaid	CalPERS Retirement	PR Batch 70026.02.2016 PERS E	46972	146.56
					17,618.81
			Vendor Subtotal for Dept:0000		
Dept:0000					
900-0000-2040-02	PERS/PEPRA Retirement	CalPERS Retirement	PR Batch 70010.03.2016 PEPRA	46972	2,330.61
					2,330.61
			Vendor Subtotal for Dept:0000		
Dept:0000					
900-0000-2041-00	PARS	U.S. Bank	PR Batch 70010.03.2016 PARS -	46973	509.44
900-0000-2041-00	PARS	U.S. Bank	PR Batch 70010.03.2016 PARS -	46973	106.79
					616.23
			Vendor Subtotal for Dept:0000		
Dept:0000					
900-0000-2042-00	Deferred Compensation 457	ICMA Retirement Trust 457 - 303615	PR Batch 70010.03.2016 ICMA I	46969	899.26
900-0000-2042-00	Deferred Compensation 457	ICMA Retirement Trust 457 - 303615	PR Batch 70010.03.2016 ICMA I	46969	12,292.34
900-0000-2042-00	Deferred Compensation 457	ICMA Retirement Trust 457 - 303615	PR Batch 70010.03.2016 ER Con	46969	2,650.00
					15,841.60
			Vendor Subtotal for Dept:0000		
Dept:0000					
900-0000-2042-01	ICMA Loan Program	ICMA Retirement Trust 457 - 303615	PR Batch 70010.03.2016 ICMA I	46969	188.58

Account Number	description	Vendor	Description	Check No	Amount
					188.58
			Vendor Subtotal for Dept:0000		
Dept:0000					
900-0000-2043-00	Deferred Compensation 401	ICMA 401-Plan # 108658	PR Batch 70010.03.2016 ICMA -	46970	504.89
					504.89
			Vendor Subtotal for Dept:0000		
Dept:0000					
900-0000-2043-00	Deferred Compensation 401	ICMA 401-Plan # 108650	PR Batch 70010.03.2016 ICMA -	46971	576.90
					576.90
			Vendor Subtotal for Dept:0000		
					49,057.96
			Subtotal for Fund: 900		
					397,769.05
			Report Total:		



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 *J. Thorsen*

Date prepared: March 14, 2016 Meeting date: March 28, 2016

Subject: Approval of Minutes

RECOMMENDED ACTION: Approve the minutes for the February 22, 2016 Regular City Council meeting.

FISCAL IMPACT: None.

DISCUSSION: Staff has prepared draft minutes for the February 22, 2016 Regular City Council meeting. Staff hereby submits the minutes for Council's approval.

ATTACHMENTS: February 22, 2016 Regular City Council meeting minutes

MINUTES
MALIBU CITY COUNCIL
REGULAR MEETING
FEBRUARY 22, 2016
COUNCIL CHAMBERS
6:30 P.M.

CALL TO ORDER

Mayor Rosenthal called the meeting to order at 6:38 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 Joan House, Skylar Peak and John Sibert

ALSO PRESENT: Christi Hogin, City Attorney; Jim Thorsen, City Manager; Reva Feldman, Assistant City Manager; Craig George, Acting Environmental Sustainability Director; Bob Brager, Public Works Director; Chris Deleau, Planning Manager; Heather Glaser, Deputy City Clerk; Amy Crittenden, Recreation Manager; and Stephanie Hawner, Associate Planner

PLEDGE OF ALLEGIANCE

Kristen Wright led the Pledge of Allegiance.

PUBLIC COMMENT ON CLOSED SESSION

None.

The following items were listed on the Closed Session agenda:

Personnel Matters pursuant to Government Code Section 54957:

1. Public Employment
Title: City Manager

Conference with Legal Counsel – Existing litigation pursuant to Government Code Section 54956.9(d)(1):

2. Crown Castle NG West LLC v. City of Malibu
United States District Court Case No. 2:15-cv-06089-DSF (SSx)
3. Trancas-PCH v. City of Malibu (Housing Element case)
Los Angeles County Superior Court Case No. BS145311

CLOSED SESSION REPORT

City Attorney Hogin reported that the Regular meeting convened at 5:30 p.m. at which time the City Council recessed to a Closed Session pursuant to Government Code Sections 54957 and 54956.9(d)(1), with all Councilmembers present. She stated the Council discussed the items listed on the posted agenda and took no reportable action.

APPROVAL OF AGENDA

MOTION Mayor Pro Tem La Monte moved and Councilmember House seconded a motion to approve the agenda. The motion carried unanimously.

REPORT ON POSTING OF AGENDA

Deputy City Clerk Glaser reported that the agenda for the meeting was properly posted on February 11, 2016.

ITEM 1 CEREMONIAL/PRESENTATIONS

A. Presentation of 2015 Jake Kuredjian Citizenship Award to Joan House

Parks and Recreation Commission Chair Carl Randall presented the award to Councilmember House.

Councilmember House discussed the history of parks and recreation in Malibu.

B. Presentation of City Tile to Andrew Belter, Parks and Recreation Supervisor, for Seven Years of Service to the City

Mayor Rosenthal presented the tile to Parks and Recreation Supervisor Belter.

Parks and Recreation Supervisor Belter thanked the Council and staff.

ITEM 2.A. PUBLIC COMMENTS

Dave Rydman, Water District 29, discussed conservation. He stated rebates were still available, and he encouraged the community to plant drought tolerant plants. He discussed automatic meter reading.

Mayor Rosenthal encouraged residents to keep conserving water.

Cami Winikoff stated the Malibu Community Alliance (MCA) and Santa Monica-Malibu Unified School District (SMMUSD) reached an agreement resolving MCA's appeal to the California Coastal Commission (CCC) regarding lighting at

Malibu High School. She urged the Council to move forward with a lighting ordinance.

Stan Lamport discussed the MCA agreement with SMMUSD. He stated MCA had taken steps to formally withdraw its CCC appeal.

Craig Foster expressed enthusiasm over the agreement with SMMUSD and stated it would allow use of Measure BB funds. He stated the SMMUSD Facilities Advisory Committee had appointed nine Malibu residents to the Malibu Facilities Advisory Committee.

Scott Greco declined to speak.

Steve Uhring declined to speak.

Matt deNicola thanked MCA for its work on the agreement with SMMUSD.

Tiffany Murray expressed concern with construction at 5960 Bonsall Drive.

Robert Hayman discussed construction at 5960 Bonsall Drive.

Joan Murray deferred her time to David Paul Dominguez.

David Paul Dominguez discussed Indian burial grounds at 5960 Bonsall Drive.

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

City Manager Thorsen discussed 5960 Bonsall Drive. He congratulated Councilmember House on her award, and thanked Parks and Recreation Supervisor Belter for his service.

ITEM 2.C. SUBCOMMITTEE REPORTS / COUNCIL COMMENTS

Mayor Pro Tem La Monte congratulated Parks and Recreation Supervisor Belter. He congratulated Councilmember House on her award. He stated he attended a California Contract Cities Association Board of Directors meeting, Malibu Democratic Club Candidates' Forum on the 27th Senatorial District, and the 26th Annual Dolphin Awards. He congratulated City Manager Thorsen on his Dolphin Award. He stated he and Councilmember Peak attended a Malibu Task Force on Homelessness meeting. He stated Assemblymember Richard Bloom introduced AB 2403, which was drafted by City Attorney Hogin to regulate rehabilitation facilities. He thanked Senator Ben Allen, Assemblymember Scott Wilke, and Assemblymember Bill Brough for their support.

Councilmember Sibert thanked Mayor Pro Tem La Monte for his work on the bill to regulate rehabilitation facilities. He congratulated Councilmember House, Parks and Recreation Supervisor Belter, and City Manager Thorsen. He stated he attended a Santa Monica Bay Restoration Commission meeting.

Councilmember Peak thanked Mayor Pro Tem La Monte for his work on the bill to regulate rehabilitation facilities. He stated he attended the 26th Annual Dolphin Awards and congratulated City Manager Thorsen. He stated he attended a Malibu Task Force on Homelessness meeting. He stated he met with City Manager Thorsen, Craig Foster, Kevin Shenkman, and Jennifer deNicola regarding SMMUSD, and thanked Ms. Winikoff and her husband for their work on the agreement with SMMUSD. He thanked Parks and Recreation Supervisor Belter. He stated staff would look at the project at 5960 Bonsall Drive.

Councilmember House congratulated Mayor Pro Tem La Monte on the progress of legislation regarding rehabilitation centers. She discussed the use of bond funds for repairs to Malibu schools. She discussed 5960 Bonsall Drive. She stated she attended the 26th Annual Dolphin Awards and congratulated City Manager Thorsen.

Mayor Rosenthal stated the legislation regarding rehabilitation centers was aimed at preventing clustering of facilities. She thanked Mayor Pro Tem La Monte for his work on the bill. She congratulated Councilmember House. She discussed 5960 Bonsall Drive. She discussed polychlorinated biphenyl (PCB) remediation at Malibu High School. She stated she attended the Business Roundtable, a Los Angeles County Library Commission meeting, the Malibu Democratic Club Candidates' Forum on the 27th Senatorial District, and the Malibu Student Art Show. She announced the next Library Speaker Series event on March 16, 2016. She stated she attended the 26th Annual Dolphin Awards. She announced the next Pt. Dume Traffic Management Community Meeting on February 23, 2016, and Malibu Little League opening day on February 27, 2016. She stated Laureen Sills was looking for anyone interested in researching options for the City to obtain vacant land. She announced the City's 25th anniversary celebration on March 28, 2016. She stated she was one of three members appointed from Malibu to look at economic issues surrounding Malibu's separation from SMMUSD.

ITEM 3 CONSENT CALENDAR

Item No. 3.B.4. was pulled by staff.

MOTION Councilmember House moved and Councilmember Sibert seconded a motion to approve the Consent Calendar, with the exception of Item No. 3.B.4. The motion carried unanimously.

The Consent Calendar consisted of the following items:

- A. Previously Discussed Items
None.

B. New Items

1. Waive Further Reading

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

2. Approve Warrants

Recommended Action: Allow and approve warrant demand numbers 46532-46653 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. 567 in the amount of the warrant appearing opposite their names, for the purposes stated on the respective demands in a total amount of \$400,322.44. City of Malibu payroll check numbers 4638-4639 and ACH deposits were issued in the amount of \$159,696.20.

3. Approval of Minutes

Recommended Action: Approve the minutes for the January 25, 2016 Regular City Council meeting.

5. Amendment to Agreement with Rincon, Inc.

Recommended Action: Authorize the City Manager to execute Amendment No. 3 to Agreement with Rincon Consultants, Inc. for planning consultant services.

6. Malibu Library 2016 Use of Set Aside Funds

Recommended Action: Approve the use of \$75,000 of Malibu Library Set Aside Funds for the Malibu Boys and Girls Club for calendar year 2016.

The following item was pulled from the Consent Calendar for individual consideration:

4. International City Management Association Retirement Corporation (ICMA-RC) Governmental Money Purchase Plan and Trust – 401 Plan Adoption Agreements

Recommended Action: Adopt Resolution No. 16-11 amending and restating the City's 401(a) Deferred Compensation Plans (Plan No. 108650 and Plan No. 108658) with the ICMA Retirement Corporation and authorizing the City Manager to execute all necessary documents.

City Manager Thorsen indicated that references to "deferred compensation plan" would be updated to "money purchase plan" in Resolution No. 16-11.

MOTION

Councilmember Peak moved and Mayor Pro Tem La Monte seconded a motion to adopt Resolution No. 16-11, as amended by staff, amending and restating the City's 401(a) Deferred Compensation Plans (Plan No. 108650 and Plan No. 108658) with the ICMA Retirement Corporation and authorizing the City Manager to execute all necessary documents. The motion carried unanimously.

ITEM 4 ORDINANCES AND PUBLIC HEARINGS

A. Regulation of and Prohibition of the Cultivation, Delivery, and Mobile Dispensing of Medical Marijuana

Recommended Action: 1) After the City Attorney reads the title, adopt Urgency Ordinance No. 402U amending Sections 17.02.060 (Definitions), 17.04.050 (Determination of Permitted Uses), Section 17.22.040 (Commercial Neighborhood) and 17.66.120 (Medical Marijuana Dispensaries), to regulate medical marijuana; adding Chapter 17.41 (Medical Marijuana Delivery and Cultivation) to Malibu Municipal Code Title 17 (Zoning) to prohibit the cultivation, delivery, and mobile dispensing of medical marijuana in all zones throughout the City; determining Zoning Text Amendment No. 15-005 to be categorically exempt from the California Environmental Quality Act; and declaring the urgency thereof; 2) Introduce on first reading Ordinance No. 402, related to regulation of and prohibition of cultivation, delivery, and mobile dispensing of medical marijuana; 3) Direct staff to schedule second reading and adoption of Ordinance No. 402 for the March 14, 2016 Regular City Council meeting; and 4) Direct staff to study options for limited medical marijuana delivery and cultivation.

Associate Planner Hawner presented the staff report. She indicated changes to Sections 17.41.03, 17.41.040, and 17.22.040(p).

In response to Councilmember Peak, Associate Planner Hawner stated the City's Code Enforcement Officer would be responsible for enforcement.

Linda Vallejo requested the Council ban cultivation and delivery of medical marijuana.

Scott Tallal stated the cultivation and delivery of medical marijuana posed no significant health or safety risk to the community.

Don Schmitz urged the Council to not adopt an urgency ordinance. He expressed concern for banning delivery of medical marijuana.

Matt deNicola was not present at the time of the hearing.

Alexander Willems, on behalf of 99 High Tide, urged the Council to not ban cultivation and delivery of medical marijuana.

Sam Boyer indicated opposition to adopting an urgency ordinance. He discussed State regulation of medical marijuana deliveries.

Bruce Denberg deferred his time to Heidi Apple Hutchinson.

Heidi Apple Hutchinson discussed the importance of grower integrity and regulations.

Vanessa Rodriguez, on behalf of 99 High Tide, discussed the benefits of allowing medical marijuana delivery.

Yvonne Green expressed concern for banning medical marijuana delivery and cultivation.

Mayor Pro Tem La Monte stated the ordinance was about local control. He indicated support for more research to allow licensed dispensaries to make deliveries.

MOTION

Mayor Pro Tem La Monte moved and Councilmember House seconded a motion to: 1) adopt Urgency Ordinance No. 402U amending Sections 17.02.060 (Definitions), 17.04.050 (Determination of Permitted Uses), Section 17.22.040 (Commercial Neighborhood) and 17.66.120 (Medical Marijuana Dispensaries), to regulate medical marijuana; adding Chapter 17.41 (Medical Marijuana Delivery and Cultivation) to Malibu Municipal Code Title 17 (Zoning) to prohibit the cultivation, delivery, and mobile dispensing of medical marijuana in all zones throughout the City; determining Zoning Text Amendment No. 15-005 to be categorically exempt from the California Environmental Quality Act; and declaring the urgency thereof; 2) introduce on first reading Ordinance No. 402, related to regulation of and prohibition of cultivation, delivery, and mobile dispensing of medical marijuana; 3) direct staff to schedule second reading and adoption of Ordinance No. 402 for the March 14, 2016 Regular City Council meeting; and 4) direct staff to study options for limited medical marijuana delivery and cultivation.

Councilmember House indicated a need for a sunset date on the current ordinance so that staff could come back with new recommendations after additional research.

Councilmember Peak questioned the need for an ordinance to ban cultivation, which was unenforceable. In response to Councilmember Peak, City Attorney Hogin discussed the urgency ordinance. She stated the matter could come back with alternate language.

Councilmember Sibert concurred that the issue was local control. He stated enforcement was an issue, but that the needs of community were of utmost importance.

Mayor Rosenthal indicated support for allowing licensed dispensaries to deliver medical marijuana. She expressed concern for large, unregulated marijuana growers in Malibu.

In response to Councilmember Sibert, City Attorney Hogin stated an ordinance could be crafted to only allow medical marijuana deliveries from dispensaries licensed within the City.

Councilmember Peak discussed delivery and cultivation of medical marijuana in the City. He suggested staff do more research and come back to the Council.

Mayor Pro Tem La Monte proposed having the ordinances go into effect in 90 days.

City Attorney Hogin discussed the options available to the Council.

CONSENSUS

By consensus, the Council initiated a zoning text amendment and directed staff to prepare an ordinance limiting medical marijuana deliveries to dispensaries licensed with a City conditional use permit, allowing personal cultivation, and providing options for regulation of commercial cultivation.

City Manager Thorsen clarified the ordinance would first go to the Planning Commission and then back to the Council for consideration.

ITEM 5 OLD BUSINESS

None.

ITEM 6 NEW BUSINESS

- A. Transfer of Surplus Property from County of Los Angeles
Recommended Action: Consider whether the City should accept two vacant parcels from the County of Los Angeles located on the corner of Webb Way and Pacific Coast Highway (PCH) (APNs 4458-020-090 and 4458-020-901).

Assistant City Manager Feldman presented the staff report.

In response to Mayor Rosenthal and Councilmember Sibert, City Manager Thorsen discussed landscaping and parking on the parcels.

City Attorney Hogin confirmed that parking would be allowed.

MOTION

Councilmember Peak moved and Mayor Rosenthal seconded a motion to accept two vacant parcels from the County of Los Angeles located on the corner of Webb Way and Pacific Coast Highway (PCH) (APNs 4458-020-090 and 4458-020-901).

Norm Haynie stated it was in Malibu's best interest to decide the use of the

parcels.

Mary Motley discussed Keep Christ in Christmas.

Don Schmitz indicated support for accepting the parcels from the County.

Mayor Rosenthal indicated support for taking on the responsibility of the parcels.

Mayor Pro Tem La Monte stated the parcel uses would not change. He expressed concern for the additional liability.

In response to Councilmember House, Assistant City Manager Feldman stated the County would have the right to request fair market value for the parcels if the City decided to use the parcels for anything other than road use.

Councilmember Sibert indicated support for accepting the parcels.

The question was called and the motion carried unanimously.

B. Wild Horses of Sable Island Mobile Art Museum

Recommended Action: At the recommendation of the Cultural Arts Commission: 1) write a letter to Los Angeles County Beaches and Harbors officials in support of using Zuma Beach as a venue to host the Wild Horses of Sable Island (WHSI) Mobile Art Museum project; and 2) write a letter of support from the City of Malibu to photographer Roberto Dutesco that shows a commitment to hosting the WHSI mobile show in Malibu in 2016.

Recreation Manager Crittenden presented the staff report.

Cultural Arts Commissioner Suzanne Zimmer discussed the mobile museum and presented a copy of Roberto Dutesco's book, *The Wild Horses of Sable Island*, to the City.

Roberto Dutesco discussed Sable Island.

MOTION

Mayor Pro Tem La Monte moved and Councilmember Sibert seconded a motion to: 1) write a letter to Los Angeles County Beaches and Harbors officials in support of using Zuma Beach as a venue to host the Wild Horses of Sable Island (WHSI) Mobile Art Museum project; and 2) write a letter of support from the City of Malibu to photographer Roberto Dutesco that shows a commitment to hosting the WHSI mobile show in Malibu in 2016.

Mayor Rosenthal clarified the mobile museum would take place in Malibu's off-season.

In response to Councilmember House, City Manager Throsen stated he would

follow up with John Kelly, Deputy Director of Los Angeles County Beaches and Harbors.

The motion carried unanimously.

ITEM 7 COUNCIL ITEMS

None.

ADJOURNMENT

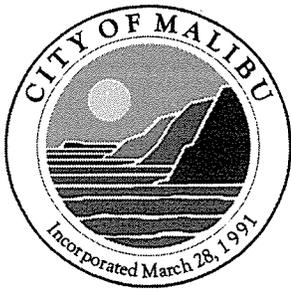
MOTION At 9:18 p.m., Councilmember Sibert moved and Mayor Rosenthal seconded a motion to adjourn the meeting in memory of Scott Morrison. The motion carried unanimously.

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

LAURA ROSENTHAL, Mayor

ATTEST:

LISA POPE, City Clerk
(seal)



Council Agenda Report

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

Prepared by: Bob Stallings, Parks and Recreation Director 

Approved by: Jim Thorsen, City Manager 

Date prepared: March 9, 2016 Meeting date: March 28, 2016

Subject: Professional Services Agreement for Custodial Services

RECOMMENDED ACTION: Authorize the City Manager to execute a Professional Services Agreement with Xanadu Service System for custodial services at Malibu Bluffs, Las Flores Creek, Malibu Equestrian and Trancas Canyon Parks.

FISCAL IMPACT: If approved, the City will be responsible for an annual payment not to exceed \$27,000 during the one year term of the agreement. Funding for the Agreement is included in the Adopted Budget for Fiscal Year 2015-2016 in Park Maintenance Professional Services Account No. 100-4010-5100.

DISCUSSION: Since 2009, the City has contracted for custodial services for the upkeep of all City of Malibu park restrooms and the Michael Landon Center. The City's contract for custodial services with the current contractor will expire on March 23, 2016. The City has extended the existing contract for an additional week to ensure continual maintenance until the new contract is approved.

A request for proposals (RFP) was released on January 22, 2016. The City received eleven proposals. Of the eleven proposals, six companies were selected to participate in follow-up interviews based on their technical response, qualifications and references. In comparison to the other contractors interviewed, staff concluded Xanadu Service System had the most experience and the proposal submittal was in conformance with the requirements.

Staff recommends that the City Council authorize the City Manager to execute a professional services agreement with Xanadu Service System for a period of one year with an option to renew the agreement under the same terms annually for up to three additional years.

ATTACHMENT: 1) Professional Services Agreement – Xanadu Service System

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of March 28, 2016, by and between the City of Malibu (hereinafter referred to as the "City"), and Xanadu Service System (hereinafter referred to as "Contractor").

The City and the Contractor 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 custodial services at multiple park sites within the City of Malibu.

C. The Contractor 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 Contractor to perform the services as described in Exhibit A of this Agreement.

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

1.0 SCOPE OF THE CONTRACTOR'S SERVICES. The Contractor 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 March 28, 2016, and will remain in effect for a period of one year from said date unless otherwise expressly extended and agreed to by both parties or terminated by either party as provided herein. The City may renew the agreement for up to three (3) one-year periods unless 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, Contractor 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 Contractor 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 be \$2,250 per month, for a total amount not to exceed \$27,000. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or his designee.

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

5.0 CONFLICT OF INTEREST. The Contractor 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 Contractor under this Agreement. The Contractor further represents that in performance of this Agreement, no person having any such interest shall be employed by it.

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

5.2 If a portion of the Contractor'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 Contractor 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 Contractor 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 Contractor under this Agreement shall be returned to the City. If the City terminates this Agreement without cause, the Contractor 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 Contractor terminates this Agreement without cause, the Contractor shall be paid only for those services completed in a manner satisfactory to the City.

6.1.2 If the Contractor or the City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor or the City violate any of the covenants, agreements, or stipulations of this Agreement, the Contractor 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 Contractor shall be entitled to receive compensation in accordance with the terms of this Agreement for any work satisfactorily completed hereunder. Notwithstanding the foregoing, the Contractors 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 Contractor shall not assign or transfer any interest in this Agreement without the express prior written consent of the City.

6.3 Non-Discrimination. The Contractor 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 Contractor 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 Contractor shall require all subcontractors similarly to provide such compensation insurance for their respective employees.

(b) Comprehensive general and automobile liability insurance protecting the Contractor 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 Contractor pursuant to the terms of this Agreement.

(c) Bond. Contractor shall secure and maintain a performance bond for the term of this Contract that shall cover and guarantee the faithful performance of the Contractor and its employees and agents. The Bond shall protect the City against acts of dishonesty, theft, disappearance, and destruction of City property resulting from action of Contractor's employees or agents of the Contractor.

The bond shall be executed by a responsible corporate surety authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California. The bond shall be for a minimum limit of \$1,000,000, and \$5,000 limit per occurrence. The Contractor shall provide City a copy of its bond certificate prior to the first day of service.

6.5 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.

6.6 Compliance with Applicable Law. The Contractor 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 Contractor 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 Contractor.

6.7.1. The Contractor 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 Contractor, or any of the Contractor's employees, except as herein set forth, and the Contractor 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 Contractor is and shall at all times remain to the City a wholly independent contractor and the Contractor'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 Contractor.

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 Contractor 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 Contractor for anything done, furnished or relating to the Contractor'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 Contractor, its employees, sub-Contractors 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 Contractor, its employees, sub-Contractors and agents.

6.12 Corrections. In addition to the above indemnification obligations, the Contractor shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Contractor's report or plans. Should the Contractor 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 Contractor.

6.13 Files. All files of the Contractor pertaining to the City shall be and remain the property of the City. The Contractor 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 Contractor, 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 Contractor.

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

CITY: Jim Thorsen
City Manager
City of Malibu
23825 Stuart Ranch Road
Malibu, CA 90265-4861
TEL (310) 456-2489 x226
FAX (310) 456-2760

CONTRACTOR: Bruce M. Hwang
President
Xanadu Service System
3010 Wilshire Blvd., Suite 135
Los Angeles, CA 90010
TEL (213) 255-2073
FAX (213) 992-0787

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 Contractor initials required at EITHER 7.1 or 7.2)

7.1 Disclosure Required. By their respective initials next to this paragraph, City and Contractor hereby acknowledge that Contractor is a “Contractor” for the purposes of the California Political Reform Act because Contractor’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 Contractor employed by the City. Contractor 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 Contractor commencing services hereunder, the City’s Manager shall prepare and deliver to Contractor a memorandum detailing the extent of Contractor’s disclosure obligations in accordance with the City’s Conflict of Interest Code.

City Initials _____
Contractor Initials _____

7.2 Disclosure not Required. By their initials next to this paragraph, City and Contractor hereby acknowledge that Contractor is not a “Contractor” for the purpose of the California Political Reform Act because Contractor’s duties and responsibilities are not within the scope of the definition of Contractor 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 _____
Contractor Initials _____

This Agreement is executed on _____, 2016, at Malibu, California, and effective as of March 28, 2016.

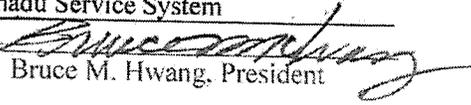
CITY OF MALIBU:

JIM THORSEN, City Manager

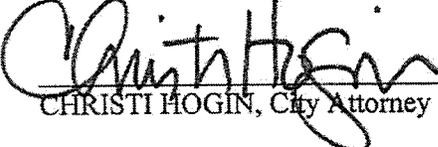
ATTEST:

LISA POPE, City Clerk
(seal)

CONTRACTOR:
Xanadu Service System

By: 
Bruce M. Hwang, President

APPROVED AS TO FORM:



CHRISTI HUGIN, City Attorney

**SCOPE OF WORK
FOR
CUSTODIAL SERVICES AT MALIBU CITY PARKS**

The City of Malibu Parks and Recreation Department is seeking custodial services for a community center building and restroom facilities at the following City park sites:

Malibu Bluffs Park	24250 Pacific Coast Highway
Malibu Equestrian Park	6225 Merritt Drive
Las Flores Creek Park	3805 Las Flores Creek Road
Trancas Canyon Park	5050 Trancas Canyon Road

The services include but are not limited to: cleaning, washing, emptying trash, and other services necessary to maintain and secure the facilities in operational condition. At a minimum, the services shall include daily, weekly, and seasonal cleaning, and maintenance schedules for the recreation center offices, activity room, lobby, kitchen, and restrooms. Preventive and miscellaneous maintenance shall be performed at a mutually agreed upon date and time. This includes but is not limited to reporting any broken, malfunctioning, or vandalized equipment, fixtures, or structures.

It is required that, after the first month of service, a formal inspection be performed by City representative(s) to establish an acceptable level of performance. After acceptance by the City, this level of service quality shall be maintained throughout the contract period.

The contractor shall provide all management, tools, equipment, supplies, materials, and labor necessary to ensure that custodial services are performed at the City of Malibu, Parks and Recreation facilities in a manner that will maintain a satisfactory condition and present a clean, neat, and professional appearance. All work shall be performed between 6:00 P.M. and 11:00 P.M. Sunday through Saturday including holidays with the exception of New Year's Day, Thanksgiving, and Christmas.

The successful proposer will be required to enter into a Professional Services Agreement (Attachment A) with the City of Malibu. The length of the Agreement will be for one year beginning April 1, 2016. The Agreement may be renewed, at the city's request, for up to three (3) one-year periods providing no requested annual price adjustment exceeds the Consumer Price Index (CPI-U) for all goods and services in the latest twelve (12) month period.

GENERAL DESCRIPTION OF WORK TO BE PERFORMED

Floors: All floors, except carpeted areas or area/throw rugs, shall be swept, dust mopped, damp mopped, wet mopped, and buffed, as needed, to ensure they have a uniform, glossy appearance and are free from dirt, debris, dust, scuff marks, heels marks, other stains and discoloration, and other foreign matter. Baseboards, corners, and wall/floor edges shall also be clean. All floor maintenance solutions shall be removed from baseboards, furniture, trash receptacles, etc. Chairs, trash receptacles, and other moveable items shall be moved to maintain floors beneath them. All

moved items shall be returned to their original and proper position.

Carpeted Areas: After vacuuming, the carpeted area shall be free of all visible dirt, debris, litter, and other foreign matter. Any spots shall be removed by carpet manufacturer's approved methods as soon as noticed. Area and throw rugs are included to receive this service.

All carpets shall be cleaned in accordance with standard commercial practices. A heavy-duty spot remover may be required in heavily soiled areas. After shampooing, the carpeted area will be uniform in appearance and free of stains and discoloration. All cleaning solutions shall be removed from baseboards, furniture, trash receptacles, chairs, and other similar items. Chairs, trash receptacles, and other items shall be moved to clean carpets beneath them, then returned to their original location.

Hard Floors: Strip, scrub, seal, and wax floors as scheduled to maintain a uniform glossy appearance. A nonskid wax is required. A uniform glossy appearance is free of scuffmarks, heel marks, wax buildup, and other stains and discoloration.

Trash: All trash containers shall be emptied and returned to their initial location. Boxes, cans, or papers placed near a trash receptacle and marked "TRASH" shall be removed. Any obviously soiled or torn plastic receptacle liners shall be replaced. The trash shall be deposited in the dumpster located at the respective building complex. (The dumpster lids shall be closed to prevent access to animals.) Trash receptacles shall be left clean, free of foreign matter, and free of odors.

Interior Glass/Mirrors: Clean all interior glass, including glass in doors, partitions, walls, display cases, directory boards, etc. After glass cleaning, there shall be no traces of film, dirt, smudges, water, or other foreign matter.

Interior Windows/Doors: Clean glass surfaces. After surfaces have been cleaned, all traces of film, dirt, smudges, water, and other foreign matter shall be removed from frames, casings, sills, and glass.

Exterior Windows/Doors: Windows are the glass surfaces that are integral part of the outer wall of the building. Window screens shall be removed, cleaned, and replaced as needed. After window has been cleaned, exterior frames, casings, sills, and glass shall be free of all traces of film, dirt, smudges, water, and other foreign matter.

Drinking Fountains: Clean and disinfect all porcelain and polished metal surfaces, including orifices and drains, as well as exterior surfaces of the fountain. Drinking fountains shall be free from streaks, stains, spots, smudges, scale, foreign materials, and other obvious soil.

Spot Cleaning: Perform spot cleaning on a continual basis. Spot cleaning includes, but is not limited to removing, or cleaning smudges, fingerprints, marks, streaks, spills, etc., from washable surfaces of all walls, partitions, vents, grillwork, doors, door handles, push-bars, kick-plates, light switches, temperature controls, and fixtures. After spot cleaning, the surface shall have a clean, uniform appearance, free of streaks, spots, and other evidence of soil.

Dusting: All horizontal surfaces must be dusted or cleaned to eliminate dust collection.

Disinfect: Completely clean and disinfect all surfaces of sinks, toilet bowls, urinals, lavatories, dispensers, plumbing fixtures, doors, walls, and other such surfaces using a germicidal detergent. After cleaning, receptacles will be free of deposits, dirt, streaks, and odors. Disinfect all surfaces of partitions, stalls, stall doors, entry doors (including handles, kick-plates, ventilation grates, metal guards, etc.), and wall areas adjacent to wall mounted lavatories, urinals, and toilets.

Toilet Bowls and Urinals: Descaling shall be performed to keep areas free of scale, soap films, and other deposits. After descaling, surfaces shall be free from streaks, stains, scale, scum, urine deposits, and rust stains.

Sinks: Descaling shall be performed to keep areas free of scale, soap films, and other deposits. After descaling, surfaces shall be free from streaks, stains, scale, scum, and rust stains.

Restroom Supplies: The contractor shall ensure restrooms are stocked sufficiently so that supplies do not run out.

SCHEDULE OF WORK TO BE PERFORMED

Michael Landon Center: Office, Meeting Rooms, Lobby, and Kitchen

Daily schedule:

1. Pick up litter, empty all trash containers, and replace container liners. Discard trash and recycling materials into approved trash bins.
2. Vacuum all carpeted floors and entry mats.
3. Wet mop floors, as needed, using a cleaning solution.
4. Spot clean carpets by hand, where needed, using appropriate carpet cleaner solution.
5. With wet sponge and appropriate cleaning solution, wipe down all kitchen surfaces, including refrigerator, stove, oven, and microwave.
6. Clean kitchen sink with cleanser.
7. Wash walls and doors, where needed, with wet sponge and cleaning solution.
8. Clean all interior glass, including glass in doors, with window cleaning solution.
9. Clean and disinfect drinking fountains. Report any leaks to Park Supervisor prior to the end of the day's work shift.
10. Restock all dispensers, including but not limited to paper towels, toilet paper, and hand soap.

Weekly schedule

1. Clean exercise mats with a wet sponge and cleaning solution.
2. After wet mopping, apply commercial non-skid floor wax finish restoring solution to floors. Buff lobby area, kitchen, and activity room floors using floor buffing machine.
3. Clean all exterior glass, including partitions, walls, display cases, directory boards with window cleaning solution.

Monthly schedule

1. Dust air vents and window blinds with a clean dry towel.
2. Clean exterior window frames, casings, and sills, with window cleaning solution.

Quarterly schedule

1. Steam clean the carpets, remove carpet stains, and apply stain repellent product, such as ScotchGard™.
2. Strip, wax, and buff floors in lobby, kitchen, and activity room.
3. Dust building fixtures, including but not limited to florescent lights, wall clocks, fire extinguishers and air vent ducts.
4. Clean and scrub all door thresholds.
5. Clean all door panic bar hardware with cleaning solution.

Malibu Bluffs Park & Michael Landon Center Restrooms

Daily schedule

1. Pick up litter, empty trash and sanitary napkin containers, and replace container liners. Discard trash into approved trash bins.
2. Wet mop floors using an approved detergent disinfectant.
3. Wet wash walls and ceiling, including tile and grout, with disinfectant solution and sponge.
4. Wash restroom stall partitions with disinfectant solution and sponge.
5. Remove graffiti with approved cleaning solution. If cleaning fails, notify the Park Supervisor prior to the end of the day's work shift.
6. Clean and disinfect all sinks and counters with wet sponge and cleanser.
7. Clean and disinfect commodes and areas around commodes.
8. Clean and disinfect urinals and areas around urinals.
9. Clean and disinfect all hand dryers, and soap and paper dispensers.
10. Restock all dispensers, including but not limited to toilet paper, paper towels, sanitary napkins, and soap.

Weekly schedule

1. Scrub floors and grout.
2. Clean out floor drains, as needed.

Quarterly schedule

1. Strip and seal floors and grout
2. Clean and scrub all door thresholds.
3. Clean walls and building fixtures, including light fixtures and air vents.
4. Descale toilets, urinals, and sinks.

Malibu Equestrian Park Restrooms

Daily schedule

1. Pick up litter, empty trash and sanitary napkin containers, and replace container liners. Discard trash into approved trash bins.
2. Wet mop floors using an approved detergent disinfectant.
3. Wet wash walls and ceiling, including tile and grout, with disinfectant solution and sponge.
4. Wash restroom stall partitions with disinfectant solution and sponge.

5. Remove graffiti with approved cleaning solution. If cleaning fails, notify the Park Supervisor prior to the end of the day's work shift.
6. Clean and disinfect all sinks and counters with wet sponge and cleanser.
7. Clean and disinfect commodes and areas around commodes.
8. Clean and disinfect urinals and areas around urinals.
9. Clean and disinfect all hand dryers, and soap and paper dispensers.
10. Restock all dispensers, including but not limited to toilet paper, paper towels, sanitary napkins, and soap.

Monthly schedule

1. Scrub floors and grout.
2. Clean out floor drains, as needed.

Quarterly schedule

1. Strip and seal floors and grout.
2. Clean and scrub all door thresholds.
3. Clean walls and building fixtures, including light fixtures and air vents.
4. Descale toilets, urinals, and sinks.

Las Flores Creek Park Restrooms

Daily schedule

1. Pick up litter, empty trash and sanitary napkin containers, and replace container liners. Discard trash into approved trash bins.
2. Wet mop floors using an approved detergent disinfectant.
3. Wet wash walls and ceiling, including tile and grout, with disinfectant solution and sponge.
4. Wash restroom stall partitions with disinfectant solution and sponge.
5. Remove graffiti with approved cleaning solution. If cleaning fails, notify the Park Supervisor prior to the end of the day's work shift.
6. Clean and disinfect all sinks and counters with wet sponge and cleanser.
7. Clean and disinfect commodes and areas around commodes.
8. Clean and disinfect urinals and areas around urinals.
9. Clean and disinfect all hand dryers, and soap and paper dispensers.
10. Restock all dispensers, including but not limited to toilet paper, paper towels, sanitary napkins, and soap.

Monthly schedule

1. Scrub floors and grout.
2. Clean out floor drains, as needed.

Quarterly schedule

1. Strip and seal floors and grout.
2. Clean and scrub all door thresholds.
3. Clean walls and building fixtures, including light fixtures and air vents.
4. Descale toilets, urinals, and sinks.

Trancas Canyon Park Restrooms

Daily schedule

1. Pick up litter, empty trash and sanitary napkin containers, and replace container liners.
2. Discard trash into approved trash bins.
3. Wet mop floors using an approved detergent disinfectant.
4. Wet wash walls and ceiling, including tile and grout, with disinfectant solution and sponge.
5. Wash restroom stall partitions with disinfectant solution and sponge.
6. Remove graffiti with approved cleaning solution. If cleaning fails, notify the Park Supervisor prior to the end of the day's work shift.
7. Clean and disinfect all sinks and counters with wet sponge and cleanser.
8. Clean and disinfect commodes and areas around commodes.
9. Clean and disinfect urinals and areas around urinals.
10. Clean and disinfect all hand dryers, and soap and paper dispensers.
11. Restock all dispensers, including but not limited to toilet paper, paper towels, sanitary napkins, and soap.

Monthly schedule

1. Scrub floors and grout.
2. Clean out floor drains, as needed.

Quarterly schedule

1. Strip and seal floors and grout.
2. Clean and scrub all door thresholds.
3. Clean walls and building fixtures, including light fixtures and air vents.
4. Descale toilets, urinals, and sinks.

GENERAL INFORMATION

Key Control: The contractor shall be responsible for all keys issued to the contractor by the City of Malibu. The contractor shall not duplicate any keys issued by the City of Malibu. In the event keys are lost, stolen, or duplicated the city may have the option to rekey the affected areas and deduct the cost from the monthly payment due to the contractor. The contractor shall prohibit use of keys by any persons other than contractor employees or permit entrance of persons other than contractor employees engaged in performance contract work requirements. Contractor agrees that failure to fully secure the facility can result in liquidated damages.

Security Requirements: All doors, windows, and access gates must be secured by contractor at the end of each work shift. All personnel employed by the contractor in performance of this agreement, or any representative of the contractor entering the city facilities, shall abide by all security regulations of the City of Malibu.

Physical Security: The contractor shall be responsible for safeguarding all city property provided for contractor use. At the end of each work shift, all city facilities, equipment, and materials shall be secured.

Quality Control: The contractor shall develop and maintain a quality program to ensure custodial services are performed in accordance with commonly accepted commercial practices. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services.

Quality Assurance: The City of Malibu's representative will inspect and monitor the contractor's performance.

Material Safety Data Sheets (MSDS) Information: All chemicals used in cleaning and maintenance of facilities are commercially approved with appropriate MSDS information, either screen printed on the individual container or identified clearly in the work area.

Miscellaneous Maintenance: Contractor shall report any broken, malfunctioning, or vandalized equipment or fixtures (including, but not limited to heating/air conditioning units, plumbing, electrical and to the City's Park Supervisor immediately by telephone. In the event the Park Supervisor is not available, Contractor shall leave a voice mail message on the Supervisor's work phone. This includes any graffiti applied to the interior or exterior of the facilities.

City Responsibility: City shall be responsible for providing toilet paper, paper towels, sanitary napkins, toilet seat covers, and trash can liners.

Contractor Responsibility: The contractor will provide their tools of the trade including but not limited to: commercial grade vacuum cleaner, carpet steam cleaner, floor scrubbing and floor buffing machines, etc. to maintain the facilities and perform services.

Cost Proposal: All prices must be typed or written in ink.

Malibu Bluffs Park	<u>\$ 900</u>	per month
Malibu Equestrian Park	<u>\$ 450</u>	per month
Las Flores Creek Park	<u>\$ 450</u>	per month
Trancas Canyon Park	<u>\$ 450</u>	per month

Total Monthly Proposal– All Parks \$ 2,250 per month

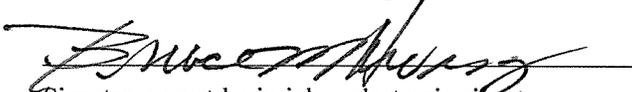
TOTAL ANNUAL PROPOSAL – ALL PARKS \$ 27,000 per year

Prevailing Wages Compliance Certification

signing this proposal, I certify that Xanadu Service System shall comply with
Company Name
California Labor Code pursuant to said regulations entitled: Federal Labor Standards provisions;
Federal Prevailing Wage Decision; and State of California Prevailing Wage Rates, respectively.

Signature of Authorized Representative:

Print Name and Title:



Bruce M. Hwang, President

Signatures must be in ink – electronic signatures are not accepted. Failure to sign this Proposal Submission Form will disqualify the offer. Your signature attests to your offer to provide the products/services in this proposal according to published provisions of this project.

Policy Change
Number _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 12 01 11 85

POLICY CHANGES

POLICY NO. GL4171421	POLICY CHANGES EFFECTIVE 09/15/2015	COMPANY Colony Insurance Company
NAMED INSURED Bruce Hwang DBA Xanadu Service System, Inc.		AUTHORIZED REPRESENTATIVE Harry W. Gorst Co., Inc.
COVERAGE PARTS AFFECTED Commercial General Liability		
CHANGES PRIMARY & NON-CONTRIBUTORY WORDING ENDORSEMENT It is further agreed that the insurance provided by the Blanket Additional Insured endorsement form U156-0310 shall be primary and non-contributory, but only in the event of the Named Insured's sole negligence.		

Authorized Representative Signature

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) (Additional Insured):	Location(s) of Covered Operations:
All persons or organization as required by a written contract or agreement with the named insured.	Locations as required by a written contract or agreement with the named insured.

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 for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured 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.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

Additional Insured Contractual Liability

"Bodily injury" or "property damage" for which the additional insured(s) are obligated to pay damages by reason of the assumption of liability in a contract or agreement.

Finished Operations or Work

"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.

Negligence of Additional Insured

"Bodily injury" or "property damage" arising directly or indirectly out of the negligence of the additional insured(s).

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section **IV – Conditions**:

We waive any rights of recovery we may have against any person or organization because of payments we make for injury or damage resulting from your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" if:

- a. you agreed to such waiver;
- b. the waiver is included as part of a written contract or lease; and
- c. such written contract or lease was executed prior to any loss to which this insurance applies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.