

October 24, 2016 Regular Meeting

1. Meeting Agenda

Documents:

[CC161024_AGENDA.PDF](#)

2. Item 3B2

Warrant Register No. 582

Documents:

[CC161024_ITEM 3B2.PDF](#)

3. Item 3B3

Approval of Minutes - September 26, 2016

Documents:

[CC161024_ITEM 3B3.PDF](#)

4. Item 3B4

Improvement Bond Release for Tract Map No. 68861

Documents:

[CC161024_ITEM 3B4.PDF](#)

5. Item 3B5

Award of Contract for the Bus Stop Shelters Pilot Project

Documents:

[CC161024_ITEM 3B5.PDF](#)

6. Item 3B6

Memorandum of Understanding for the Integrated Regional Water Management Malibu Comprehensive Water Conservation Project

Documents:

[CC161024_ITEM 3B6.PDF](#)

7. Item 3B7

Memorandum of Understanding with Los Angeles County Flood Control District for a Comprehensive Water Conservation Project

Documents:

[CC161024_ITEM 3B7.PDF](#)

8. Item 4A

Beachfront and Non-Beachfront Lots Development Standards

Documents:

[CC161024_ITEM 4A.PDF](#)

9. Item 6A

Pavement Management Plan Update

Documents:

[CC161024_ITEM 6A.PDF](#)

Malibu City Council
Regular Meeting Agenda

Monday, October 24, 2016

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

City Hall – Council Chambers
23825 Stuart Ranch Road

Six-thirty p.m. Regular Session

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

Call to Order - Mayor

Roll Call - Recording Secretary

Pledge of Allegiance

Approval of Agenda

Report on Posting of Agenda – October 13, 2016

1. Ceremonial/Presentations

- A. Recognition of Senator Fran Pavley for her Years of Service to the Malibu Community and the State of California

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

None.

B. New Items

1. Waive Further Reading

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

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

2. Approve Warrants

Recommended Action: Allow and approve warrant demand numbers 48666-48780 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. 582 in the amount of the warrant appearing opposite their names, for the purposes stated on the respective demands in a total amount of \$1,214,750.32. City of Malibu payroll check numbers 4704-4707 and ACH deposits were issued in the amount of \$154,007.03.

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

3. Approval of Minutes

Recommended Action: Approve the minutes for the September 26, 2016 Regular City Council meeting.

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

4. Improvement Bond Release for Tract Map No. 68861

Recommended Action: Authorize staff to notify Philadelphia Indemnity Insurance Company that the Faithful Performance and Payment Bond Number PB03010401172, posted for Tract Map No. 68861, is hereby released with no further obligation or responsibility for public improvements on Malibu Road.

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

5. Award Contract for the Bus Stop Shelters Pilot Project

Recommended Action: 1) Approve the award and authorize the City Manager to execute a construction contract with J & H Engineering General Contractors, Inc. in the amount of \$38,201 for the construction of the Bus Stop Shelters Pilot Project, Specification No. 2063; and 2) Authorize the Public Works Director to approve any potential change orders up to 25% of the contract amount.

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

6. Memorandum of Understanding for the Integrated Regional Water Management Malibu Comprehensive Water Conservation Project

Recommended Action: Authorize the City Manager to execute a Memorandum of Understanding with West Basin Municipal Water District and Los Angeles County Waterworks District No. 29 regarding the Proposition 84 Integrated Regional Water Management Malibu Comprehensive Water Conservation Project.

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

7. Memorandum of Understanding with Los Angeles County Flood Control District for a Comprehensive Water Conservation Project

Recommended Action: Authorize the City Manager to execute a Memorandum of Understanding with the Los Angeles County Flood Control District regarding the Proposition 84 Integrated Regional Water Management Malibu Comprehensive Water Conservation Project.

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

4. Ordinances and Public Hearings

A. Beachfront and Non-Beachfront Lots Development Standards

Recommended Action: 1) Adopt Resolution No. 16-45 initiating amendments to Title 17 of the Malibu Municipal Code (MMC) and Local Coastal Program (LCP) to consider adding definitions for beachfront and non-beachfront lots and adding development standards for non-beachfront lots that are located along the shore; and 2) Direct the Planning Commission to schedule a public hearing for review and recommendation to the City Council regarding MMC and LCP amendments.

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

5. Old Business

None.

6. New Business

A. Pavement Management Plan Update

Recommended Action: 1) Review the updated Pavement Management Plan; and 2) Provide direction to staff regarding implementation of the Plan.

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

7. Council Items

None.

Adjournment

Future Meetings

Monday, November 14, 2016	6:30 p.m.	Regular City Council Meeting	City Hall Council Chambers
Monday, November 28, 2016	6:30 p.m.	Regular City Council Meeting	City Hall Council Chambers
Monday, December 12, 2016	6:30 p.m.	Regular City Council Meeting	City Hall Council Chambers

Guide to the City Council Proceedings

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

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

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

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

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

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

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

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

The City Hall phone number is (310) 456-2489. To contact City Hall using a telecommunication device for the deaf (TDD), please call (800) 735-2929 and a California Relay Service operator will assist you. In compliance with the Americans with

Disabilities Act, if you need special assistance to participate in this meeting, please contact Environmental Sustainability Director Craig George, (310) 456-2489, ext. 229. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. [28 CFR 35.102-35.104 ADD Title II]. Requests for use of audio or video equipment during a Council meeting should be directed to Alex Montano at (310) 456-2489 ext. 227 or amontano@malibucity.org. Material must be submitted by 12:00 p.m. on the meeting day.

I hereby certify under penalty of perjury, under the laws of the State of California that the foregoing agenda was posted in accordance with the applicable legal requirements. Regular and Adjourned Regular meeting agendas may be amended up to 72 hours in advance of the meeting. Dated this 13th day of October 2016.



Heather Glaser, City Clerk

WARRANT REGISTER NO. 582

On October 24, 2016, the Malibu City Council allowed and approved the above warrant demand numbers 48666 – 48780 from the General Fund. The City Manager is hereby directed to pay out the funds named hereon to each of the claimants listed above, the amount appearing opposite their name for the purpose stated on the respective demands, making a total of \$1,214,750.32. City of Malibu payroll check numbers 4704 - 4707 and ACH deposits were issued in the amount of \$154,007.03.

PASSED, APPROVED and ADOPTED this 24th day of October 2016.

Lou La Monte
Mayor

ATTEST:

Heather Glaser
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.

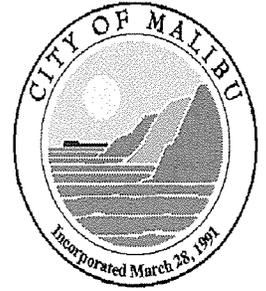
EXECUTED this 24th day of October 2016, AT MALIBU, CALIFORNIA

Reva Feldman
City Manager

Accounts Payable

Checks by Date - Summary By Check Number

User: jhand
Printed: 10/12/2016 - 8:18 AM



Check Number	Vendor No	Vendor Name	Check Date	Check Amount
48666	20CENFOX	20th Century Fox	09/29/2016	316.80
48667	ACCOUNTTE	OfficeTeam A Robert Half Compa	09/29/2016	3,116.46
48668	ACMS	All City Management Services Inc	09/29/2016	1,110.40
48669	ANAWALT	Anawalt Lumber Co., Inc	09/29/2016	211.46
48670	ANDYGUMP	Andy Gump, Inc.	09/29/2016	105.73
48671	BRIGHTV	Brightview Landscape Services In	09/29/2016	15,416.70
48672	BRIGHTWA	Paul E Hullar	09/29/2016	1,402.50
48673	BURKEFI	Fiona Doolan Burke	09/29/2016	145.00
48674	BURNS	Burns Pacific Construction Inc	09/29/2016	60,837.83
48675	CACODE	California Code Check, Inc	09/29/2016	34,089.59
48676	CASTRATE	California Strategies & Advocacy	09/29/2016	12,500.00
48677	CCAC3	City Clerks Association of CA	09/29/2016	200.00
48678	CONEJOA	Conejo Awards	09/29/2016	33.50
48679	COTTON	Cotton,Shires & Associates,Inc	09/29/2016	60,791.00
48680	CRPRINT	CR PRINT	09/29/2016	1,856.27
48681	DAVIDTA	David Taussig & Associates Inc	09/29/2016	3,495.33
48682	ELYJRS	Hilario Simental Jr	09/29/2016	460.00
48683	ERIKNIN	Nina Eriksson	09/29/2016	689.50
48684	Fugro	Fugro Consultants, Inc.	09/29/2016	4,340.00
48685	GATES	SWAG Corporation	09/29/2016	3,000.00
48686	GIINDUST	G.I. Industries	09/29/2016	1,417.31
48687	HASTINGS	Hastings & Co Inc	09/29/2016	1,820.00
48688	HIGHLAND	Highland Products Group LLC	09/29/2016	213.33
48689	HOFFMIR	Miriam Hoff	09/29/2016	220.00
48690	HOLLDES	Destine Hollenbeck	09/29/2016	130.00
48691	iRIS	Lorrie Feinberg	09/29/2016	4,275.00
48692	LACOCLE	LA County Registrar-Recorder LA	09/29/2016	75.00
48693	LACOCLE	LA County Registrar-Recorder LA	09/29/2016	75.00
48694	LACOWAT	LA Co MalibuTreasurer-Waterwo	09/29/2016	6,348.49
48695	LEAGUE	League Of California Cities	09/29/2016	125.00
48696	MALILOC	Steve Ayal	09/29/2016	310.22
48697	MYERS&SO	Myers & Sons Construction, LP	09/29/2016	605,867.17
48698	PARSARS	Public Agency Retirement Srvcs	09/29/2016	600.00
48699	PRECISI	Precision Business Machine Inc	09/29/2016	230.05
48700	RATZCHE	Chelsey Ratzlaff	09/29/2016	180.00
48701	RCSYSTEM	R.C. Systems, Inc	09/29/2016	3,000.00
48702	RINCONC	Rincon Consultants, Inc	09/29/2016	1,102.75
48703	RPBARRI	R P Barricade, Inc.	09/29/2016	946.53
48704	SC Prime	SC PrimeSource, Inc.	09/29/2016	9,885.00
48705	SIEMENS	Siemens Industry Inc	09/29/2016	807.00
48706	SOLIDWA	Solid Waste Solutions, Inc.	09/29/2016	2,574.00
48707	STEVENRM	Steven R. Mueller & Associates, I	09/29/2016	1,384.00
48708	TELEPAC	TelePacific Communications	09/29/2016	1,829.84
48709	TOTALGRA	Brian Shore	09/29/2016	441.08
48710	TRUJLOR	Lori Trujillo	09/29/2016	180.00

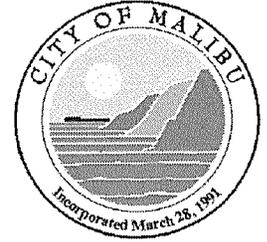
Check Number	Vendor No	Vendor Name	Check Date	Check Amount
48711	VENCOPOW	Venco Power Sweeping, Inc	09/29/2016	13,870.00
48712	WIESTN	Nicolai Martin Wiest	09/29/2016	170.00
48713	XANADU	Xanadu Service System	09/29/2016	2,250.00
48714	XEROX	Xerox Corporation	09/29/2016	700.05
48715	YOUNGLIN	Eileen Youngling	09/29/2016	6.98
48716	ICMA457	ICMA Retirement Trust 457 - 303	10/06/2016	14,771.23
48717	ICMACM	ICMA 401-Plan # 108658	10/06/2016	496.15
48718	ICMADH	ICMA 401-Plan # 108650	10/06/2016	576.90
48719	PERSRET	CalPERS Retirement	10/06/2016	32,086.45
48720	USBANK2	U.S. Bank	10/06/2016	947.11
48721	ACCOUNTTE	OfficeTeam A Robert Half Compa	10/06/2016	5,893.32
48722	AMTECH	Pacific Coast Elevator Corp.	10/06/2016	618.27
48723	ARTTREK	ART Trek, Inc	10/06/2016	100.00
48724	BIOSOLUT	Bio Solutions, Inc	10/06/2016	366.67
48725	Calcoast	CalCoast	10/06/2016	1,500.00
48726	CAMEB	Barbara A. Cameron	10/06/2016	8,766.58
48727	CANON	Canon Solutions America, Inc	10/06/2016	102.74
48728	CCCA	California Contract Cities Associa	10/06/2016	63.30
48729	CHEVRON	Chevron & Texaco Bus. Card Srv	10/06/2016	980.12
48730	COMPLIA	Compliance Biology, Inc.	10/06/2016	4,874.00
48731	CONEJOA	Conejo Awards	10/06/2016	62.35
48732	COOPERM	Marsha Cooper	10/06/2016	567.00
48733	DANSPIAN	Dan Amihud	10/06/2016	195.00
48734	DAPEERR	Dapeer Rosenblit & Litvak LLP	10/06/2016	2,266.37
48735	DAVIDTA	David Taussig & Associates Inc	10/06/2016	5,045.44
48736	FERCANOL	Laura DeMieri Fercano	10/06/2016	268.80
48737	FREDERIK	Rick Frederiksen	10/06/2016	56.70
48738	FREENOR	Norma Freeman	10/06/2016	149.00
48739	FRONTIER	Frontier California Inc	10/06/2016	364.99
48740	GIINDUS	GI Industries	10/06/2016	3,091.17
48741	GOVCONN	GovConnection Inc	10/06/2016	2,540.24
48742	GRANICUS	Granicus, Inc	10/06/2016	1,200.00
48743	HAWNERST	Stephanie Hawner	10/06/2016	30.00
48744	IMPACTSC	Impact Sciences Inc	10/06/2016	165.00
48745	JOBSAVA	Jobs Available Inc	10/06/2016	468.00
48746	KRAMDAV	David Kramer	10/06/2016	105.00
48747	KUSTOM	Kustom Signals, Inc	10/06/2016	57.76
48748	LACOCLE	LA County Registrar-Recorder L ^A	10/06/2016	75.00
48749	LACOCLE	LA County Registrar-Recorder L ^A	10/06/2016	75.00
48750	LACOCLE	LA County Registrar-Recorder L ^A	10/06/2016	75.00
48751	LACOCLE	LA County Registrar-Recorder L ^A	10/06/2016	75.00
48752	LACOSHE	LA Co Sheriff'S Department	10/06/2016	197,401.45
48753	LACOWAT	LA Co MalibuTreasurer-Waterwoi	10/06/2016	4,699.60
48754	LAWSEM	Law Seminars International	10/06/2016	465.00
48755	LIPPMAN	Peter Lippman	10/06/2016	250.00
48756	LIVESCAN	Paige S Apar	10/06/2016	220.00
48757	MALITIM	Malibu Times	10/06/2016	341.00
48758	MAUCK	Kevin Mauch	10/06/2016	285.00
48759	MCAFEE	Cynthia McAfee	10/06/2016	750.00
48760	MNS	MNS Engineers, Inc.	10/06/2016	6,365.00
48761	MONAHAN	Ann Monahan	10/06/2016	350.00
48762	NEXTEL	Nextel / Sprint Communication	10/06/2016	90.76
48763	OZONE	Ozone Water Systems, Inc.	10/06/2016	4,000.00
48764	PACIFICO	Pacific Office Interiors	10/06/2016	3,147.15
48765	PETTMAN	Custodian Of Petty Cash- Main	10/06/2016	389.13

Check Number	Vendor No	Vendor Name	Check Date	Check Amount
48766	RAMOREB	Rebecca Ramos	10/06/2016	16.46
48767	RECTOR	Christy Rector	10/06/2016	393.74
48768	RPBARRI	R P Barricade, Inc.	10/06/2016	523.76
48769	SC Prime	SC PrimeSource, Inc.	10/06/2016	3,295.00
48770	SHERWINW	The Sherwin-Williams Co.	10/06/2016	401.81
48771	SMASH	Smash Athletics Inc	10/06/2016	5,689.98
48772	SOLIDWA	Solid Waste Solutions, Inc.	10/06/2016	28,437.77
48773	STAPLES	Staples Contract & Commercial Ir	10/06/2016	307.03
48774	TOTALGRA	Brian Shore	10/06/2016	398.94
48775	TRIYOGA	TriYoga International	10/06/2016	175.00
48776	TYCO	Tyco Fire & Security Managemen	10/06/2016	162.19
48777	UNDERGR	Underground Service Alert/SC	10/06/2016	72.00
48778	VERIZONW	Verizon Wireless Services LLC	10/06/2016	845.02
48779	WESTCO	Westco Contractors Inc	10/06/2016	150.00
48780	YOUNG	Young Actors Project	10/06/2016	900.00
Report Total:				1,214,750.32

Accounts Payable

Transactions by Account

User: jhand
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Checks from: 00048666 To: 00048780

Account Number	description	Vendor	Description	Check No	Amount
Fund: 100					
Dept:0000					
100-0000-2021-00	COBRA Payable	CalPERS Retirement	PR 06.10.2016 PERS EEShare - I	48719	358.12
100-0000-2021-00	COBRA Payable	CalPERS Retirement	PR 06.10.2016 PERS ERShare - I	48719	488.99
Vendor Subtotal for Dept:0000					847.11
Dept:0000					
100-0000-3202-00	Film Permit Fees	20th Century Fox	Refund Pyro Film Permit Fees-Pe	48666	316.80
Vendor Subtotal for Dept:0000					316.80
Dept:0000					
100-0000-3464-00	Youth Sports Program Fees	Fiona Doolan Burke	Refund Cheerleading-Isabella-Scl	48673	145.00
Vendor Subtotal for Dept:0000					145.00
Dept:0000					
100-0000-3464-00	Youth Sports Program Fees	David Kramer	Refund Senior Tennis-Cancelled-I	48746	105.00
Vendor Subtotal for Dept:0000					105.00
Dept:0000					
100-0000-3464-00	Youth Sports Program Fees	Nicolai Martin Wiest	Refund Flag Football-Marlon-Scl	48712	170.00
Vendor Subtotal for Dept:0000					170.00
Dept:0000					
100-0000-3470-00	Community Classes	Norma Freeman	Refund Clay Sculpting-Lionel-Ca	48738	149.00

Account Number	description	Vendor	Description	Check No	Amount
					Vendor Subtotal for Dept:0000
					149.00
Dept:0000					
100-0000-3470-00	Community Classes	Miriam Hoff	Refund Music Together-Maxwell	48689	220.00
					Vendor Subtotal for Dept:0000
					220.00
Dept:0000					
100-0000-3470-00	Community Classes	Destine Hollenbeck	Refund Swing/Ballroom Dance-D	48690	130.00
					Vendor Subtotal for Dept:0000
					130.00
Dept:0000					
100-0000-3470-00	Community Classes	Lori Trujillo	Refund--credit card charged twice	48710	180.00
					Vendor Subtotal for Dept:0000
					180.00
Dept:3001					
100-3001-5120-00	Street Maintenance	Burns Pacific Construction Inc	Routine Street Maint-Aug '16	48674	55,844.00
100-3001-5120-00	Street Maintenance	Burns Pacific Construction Inc	Yard Rental-Aug '16	48674	2,600.00
					Vendor Subtotal for Dept:3001
					58,444.00
Dept:3001					
100-3001-5121-01	Street Sweeping	Venco Power Sweeping, Inc	Street Sweeping-Jul '16	48711	6,935.00
100-3001-5121-01	Street Sweeping	Venco Power Sweeping, Inc	Street Sweeping-Aug '16	48711	6,935.00
					Vendor Subtotal for Dept:3001
					13,870.00
Dept:3001					
100-3001-5124-00	Traffic Signal Maintenance	Siemens Industry Inc	Signal/Beacon maint-Aug '16	48705	330.00
100-3001-5124-00	Traffic Signal Maintenance	Siemens Industry Inc	Zuma Beach Speed Advisory sign	48705	477.00
					Vendor Subtotal for Dept:3001
					807.00
Dept:3001					
100-3001-5126-00	Wall/Sidewalk Maintenance	Burns Pacific Construction Inc	Sidewalk Maint-Aug '16	48674	2,040.00

Account Number	description	Vendor	Description	Check No	Amount
Vendor Subtotal for Dept:3001					2,040.00
Dept:3001					
100-3001-5721-00	Telephone	Verizon Wireless Services LLC	Cell Phone Service 09/24-10/23/1	48778	45.75
100-3001-5721-00	Telephone	Verizon Wireless Services LLC	Cell Phone Service 09/24-10/23/1	48778	103.34
100-3001-5721-00	Telephone	Verizon Wireless Services LLC	Cell Phone Service 09/24-10/23/1	48778	10.02
Vendor Subtotal for Dept:3001					159.11
Dept:3001					
100-3001-5725-00	Trash Pickup/Recycling	GI Industries	Garbage-Bluffs Park-Sep'16-1831	48740	371.24
100-3001-5725-00	Trash Pickup/Recycling	GI Industries	Garbage-Equestrian Park-Sep'16-	48740	181.03
100-3001-5725-00	Trash Pickup/Recycling	GI Industries	Garbage-Bus Stop-Sep'16-183152	48740	2,191.21
100-3001-5725-00	Trash Pickup/Recycling	GI Industries	Garbage-Cross Creek-Sep'16-183	48740	175.83
Vendor Subtotal for Dept:3001					2,919.31
Dept:3001					
100-3001-6160-00	Operating Supplies	Burns Pacific Construction Inc	PW supplies-Hardware/Graffiti re	48674	353.83
Vendor Subtotal for Dept:3001					353.83
Dept:3001					
100-3001-6160-00	Operating Supplies	R P Barricade, Inc.	Decals for "No Camping" signs	48703	160.71
100-3001-6160-00	Operating Supplies	R P Barricade, Inc.	Hardware for Caltrans signs and C	48703	253.16
100-3001-6160-00	Operating Supplies	R P Barricade, Inc.	Hardware for No Parking signs (1	48703	532.66
100-3001-6160-00	Operating Supplies	R P Barricade, Inc.	No Parking signs-Zuma Beach &	48768	146.46
100-3001-6160-00	Operating Supplies	R P Barricade, Inc.	Signs for Morning View Dr- Cros	48768	47.17
100-3001-6160-00	Operating Supplies	R P Barricade, Inc.	Mounting hardware-No Parking s	48768	330.13
Vendor Subtotal for Dept:3001					1,470.29
Dept:3001					
100-3001-6160-00	Operating Supplies	Underground Service Alert/SC	Dig Alerts-Aug'16	48777	72.00
Vendor Subtotal for Dept:3001					72.00

Account Number	description	Vendor	Description	Check No	Amount
Dept:3007					
100-3007-5610-00	Fac Maintenance-Civic Center	Ozone Water Systems, Inc.	CCSTF Equip Maint-Aug '16	48763	4,000.00
			Vendor Subtotal for Dept:3007		4,000.00
Dept:3007					
100-3007-5723-00	Water	LA Co MalibuTreasurer-Waterworks	Water-Broad Beach-7/19-9/19/16-	48753	378.76
			Vendor Subtotal for Dept:3007		378.76
Dept:3008					
100-3008-5100-00	Professional Services	All City Management Services Inc	School Crossing Guard Svcs-Aug	48668	1,110.40
			Vendor Subtotal for Dept:3008		1,110.40
Dept:3008					
100-3008-5100-00	Professional Services	MNS Engineers, Inc.	Rambla Vista/PM73172-25350 M	48760	470.00
			Vendor Subtotal for Dept:3008		470.00
Dept:3008					
100-3008-5107-00	Contract Personnel	OfficeTeam A Robert Half Company	Temp Staffing-PW-William W-W	48721	1,080.00
100-3008-5107-00	Contract Personnel	OfficeTeam A Robert Half Company	Temp Staffing-PW-William W-W	48721	1,080.00
			Vendor Subtotal for Dept:3008		2,160.00
Dept:3008					
100-3008-5721-00	Telephone	Verizon Wireless Services LLC	Cell Phone Service 09/24-10/23/1	48778	82.56
			Vendor Subtotal for Dept:3008		82.56
Dept:3008					
100-3008-6160-00	Operating Supplies	Staples Contract & Commercial Inc	Office supplies-Public Works-Cre	48773	-24.94
			Vendor Subtotal for Dept:3008		-24.94

Account Number	description	Vendor	Description	Check No	Amount
Dept:3010					
100-3010-5656-00	Water Quality Test/Monitoring	Rincon Consultants, Inc	CCWWTF water monitoring serv	48702	1,102.75
			Vendor Subtotal for Dept:3010		1,102.75
Dept:4001					
100-4001-5107-00	Contract Personnel	Dan Amihud	City Hall Piano tuning and repair	48733	195.00
			Vendor Subtotal for Dept:4001		195.00
Dept:4001					
100-4001-5721-00	Telephone	Verizon Wireless Services LLC	Cell Phone Service 09/24-10/23/1	48778	217.98
			Vendor Subtotal for Dept:4001		217.98
Dept:4001					
100-4001-6120-00	Computer Software < \$1,000	R.C. Systems, Inc	Annual registration software supp	48701	3,000.00
			Vendor Subtotal for Dept:4001		3,000.00
Dept:4001					
100-4001-6160-00	Operating Supplies	Conejo Awards	Staff name tags-Gwyn & Delgad	48678	33.50
			Vendor Subtotal for Dept:4001		33.50
Dept:4001					
100-4001-6170-00	Events	Brian Shore	Posters for Fred Ward Public Art I	48774	398.94
			Vendor Subtotal for Dept:4001		398.94
Dept:4002					
100-4002-6160-00	Operating Supplies	Smash Athletics Inc	Uniforms -Youth Water Polo Leag	48771	767.55
			Vendor Subtotal for Dept:4002		767.55

Account Number	description	Vendor	Description	Check No	Amount
Dept:4006					
100-4006-5107-00	Contract Personnel	Nina Eriksson	Sports instructor-Nina E-Little Pl	48683	269.50
100-4006-5107-00	Contract Personnel	Nina Eriksson	Sports instructor-Nina E-Youth Tr	48683	420.00
Vendor Subtotal for Dept:4006					689.50
Dept:4006					
100-4006-5107-00	Contract Personnel	Chelsey Ratzlaff	Sports instructor-C Ratzlaff-Volle	48700	180.00
Vendor Subtotal for Dept:4006					180.00
Dept:4006					
100-4006-6160-00	Operating Supplies	Smash Athletics Inc	Uniforms-Youth/MS basketball le	48771	4,813.43
100-4006-6160-00	Operating Supplies	Smash Athletics Inc	Shirts-MS Cross Country	48771	109.00
Vendor Subtotal for Dept:4006					4,922.43
Dept:4008					
100-4008-5107-00	Contract Personnel	ART Trek, Inc	Senior Instructor-ArtTrek-Art Wo	48723	100.00
Vendor Subtotal for Dept:4008					100.00
Dept:4008					
100-4008-5107-00	Contract Personnel	Marsha Cooper	Senior instructor-M Cooper-Stret	48732	567.00
Vendor Subtotal for Dept:4008					567.00
Dept:4008					
100-4008-5107-00	Contract Personnel	Laura DeMieri Fercano	Senior instructor-L Fercano-Choi	48736	268.80
Vendor Subtotal for Dept:4008					268.80
Dept:4008					
100-4008-5107-00	Contract Personnel	Ann Monahan	Senior instructor-A Monahan-Aer	48761	350.00
Vendor Subtotal for Dept:4008					350.00
Dept:4008					
100-4008-5107-00	Contract Personnel	TriYoga International	Senior instructor-TriYoga-Chair/A	48775	175.00

Account Number	description	Vendor	Description	Check No	Amount
				Vendor Subtotal for Dept:4008	175.00
Dept:4008					
100-4008-6160-00	Operating Supplies	Custodian Of Petty Cash- Main	Petty Cash-Matt Chrans	48765	32.59
				Vendor Subtotal for Dept:4008	32.59
Dept:4008					
100-4008-6160-00	Operating Supplies	Rebecca Ramos	Reimburse-expenses-Folding Tea	48766	16.46
				Vendor Subtotal for Dept:4008	16.46
Dept:4008					
100-4008-6160-00	Operating Supplies	Staples Contract & Commercial Inc	Office supplies-P&R-Senior Cent	48773	21.55
				Vendor Subtotal for Dept:4008	21.55
Dept:4008					
100-4008-6160-00	Operating Supplies	Eileen Youngling	Reimburse expenses-Senior Ctr-T	48715	6.98
				Vendor Subtotal for Dept:4008	6.98
Dept:4008					
100-4008-6176-00	Recreation Trip Admissions	Custodian Of Petty Cash- Main	Petty Cash-Theresa Odello	48765	33.00
				Vendor Subtotal for Dept:4008	33.00
Dept:4009					
100-4009-5107-00	Contract Personnel	Young Actors Project	Tcen instructor-YAP-Film Works!	48780	900.00
				Vendor Subtotal for Dept:4009	900.00
Dept:4010					
100-4010-5100-00	Professional Services	Brightview Landscape Services Inc	City Parks-Landscape Maint-Sep	48671	8,946.70
				Vendor Subtotal for Dept:4010	8,946.70

Account Number	description	Vendor	Description	Check No	Amount
Dept:4010					
100-4010-5100-00	Professional Services	SWAG Corporation	Trancas/Las Flores/Equestrian Pa	48685	3,000.00
Vendor Subtotal for Dept:4010					3,000.00
Dept:4010					
100-4010-5100-00	Professional Services	Xanadu Service System	City Parks Janitorial Svcs-Aug '16	48713	2,250.00
100-4010-5100-00	Professional Services	Xanadu Service System	Janitorial Svcs-Aug '16--Originall	48713	-2,250.00
100-4010-5100-00	Professional Services	Xanadu Service System	City Parks Janitorial Svcs-Sep '16	48713	2,250.00
Vendor Subtotal for Dept:4010					2,250.00
Dept:4010					
100-4010-5130-00	Parks Maintenance	Anawalt Lumber Co., Inc	P&R Park Maint Supplies	48669	27.62
Vendor Subtotal for Dept:4010					27.62
Dept:4010					
100-4010-5610-00	Facility Maintenance	Anawalt Lumber Co., Inc	P&R Park Fac Maint Supplies	48669	77.77
Vendor Subtotal for Dept:4010					77.77
Dept:4010					
100-4010-5610-00	Facility Maintenance	Bio Solutions, Inc	Trancas Park WWTS Maint-Sep'1	48724	250.00
100-4010-5610-00	Facility Maintenance	Bio Solutions, Inc	Las Flores WWTS Maint-Sep'16	48724	116.67
Vendor Subtotal for Dept:4010					366.67
Dept:4010					
100-4010-5723-00	Water	LA Co MalibuTreasurer-Waterworks	Water-PCH Median 7/6-9/6/16-Bi	48694	360.39
100-4010-5723-00	Water	LA Co MalibuTreasurer-Waterworks	Water-Equestrian Park 7/13-9/13/	48694	515.85
100-4010-5723-00	Water	LA Co MalibuTreasurer-Waterworks	Water-Equestrian Park 7/13-9/13/	48694	373.80
100-4010-5723-00	Water	LA Co MalibuTreasurer-Waterworks	Water-Scenic Sign-7/19-9/19/16-1	48753	74.76
100-4010-5723-00	Water	LA Co MalibuTreasurer-Waterworks	Water-Trancas Park-7/18-9/15/16-	48753	4,246.08
Vendor Subtotal for Dept:4010					5,570.88
Dept:7001					

Account Number	description	Vendor	Description	Check No	Amount
100-7001-5104-00	Lobbyist Services	California Strategies & Advocacy LL	Lobbying Svcs-Sep '16	48676	12,500.00
			Vendor Subtotal for Dept:7001		12,500.00
Dept:7001					
100-7001-5300-00	Travel and Training	League Of California Cities	2016 Annual Conf Lunch-LaMon	48695	75.00
			Vendor Subtotal for Dept:7001		75.00
Dept:7001					
100-7001-5330-00	Dues & Memberships	CalCoast	CA Coastal Coalition Annual Due	48725	1,500.00
			Vendor Subtotal for Dept:7001		1,500.00
Dept:7001					
100-7001-5721-00	Telephone - Cellular Data	Verizon Wireless Services LLC	Cell Phone Service 09/24-10/23/1	48778	20.04
			Vendor Subtotal for Dept:7001		20.04
Dept:7001					
100-7001-6160-00	Operating Supplies	Conejo Awards	MPT badge for Skylar Peak	48731	10.75
			Vendor Subtotal for Dept:7001		10.75
Dept:7001					
100-7001-6160-00	Operating Supplies	Custodian Of Petty Cash- Main	Petty Cash-Heather Glaser	48765	14.10
			Vendor Subtotal for Dept:7001		14.10
Dept:7001					
100-7001-6170-00	Events	Conejo Awards	Seven year tile-Rob Duboux	48731	51.60
			Vendor Subtotal for Dept:7001		51.60
Dept:7002					
100-7002-6160-00	Operating Supplies	Brian Shore	Banner-Giving Water a Chance	48709	441.08

Account Number	description	Vendor	Description	Check No	Amount
				Vendor Subtotal for Dept:7002	441.08
Dept:7003					
100-7003-5105-00	Grant Consultant	Barbara A. Cameron	Grant Consulting Svcs-Sep '16	48726	8,000.00
				Vendor Subtotal for Dept:7003	8,000.00
Dept:7003					
100-7003-5105-01	Grant Consultant Expenses	Barbara A. Cameron	Grant Consulting Expenses-Sep '1	48726	766.58
				Vendor Subtotal for Dept:7003	766.58
Dept:7003					
100-7003-5300-00	Travel and Training	League Of California Cities	2016 Annual Conf Lunch-Feldma	48695	25.00
				Vendor Subtotal for Dept:7003	25.00
Dept:7003					
100-7003-5721-00	Telephone	Verizon Wireless Services LLC	Cell Phone Service 09/24-10/23/1	48778	28.21
				Vendor Subtotal for Dept:7003	28.21
Dept:7003					
100-7003-6160-00	Operating Supplies	California Contract Cities Associatio	CCCA-CM Meeting-Reva F	48728	31.65
				Vendor Subtotal for Dept:7003	31.65
Dept:7005					
100-7005-5103-00	Criminal Prosecution	Dapeer Rosenblit & Litvak LLP	City Prosecutor Svcs-Aug '16	48734	2,266.37
				Vendor Subtotal for Dept:7005	2,266.37
Dept:7007					
100-7007-5100-00	Professional Services	Granicus, Inc	Granicus-Council Streaming-Oct	48742	800.00

Account Number	description	Vendor	Description	Check No	Amount
100-7007-5100-00	Professional Services	Granicus, Inc	Granicus-Open Platform-Oct '16	48742	400.00
			Vendor Subtotal for Dept:7007		1,200.00
Dept:7007					
100-7007-5107-00	Contract Personnel	OfficeTeam A Robert Half Company	Temp Staffing-CC-Kelsey P-WE	48667	1,066.50
100-7007-5107-00	Contract Personnel	OfficeTeam A Robert Half Company	Temp Staffing-CC-Kelsey P-WE	48721	1,066.50
100-7007-5107-00	Contract Personnel	OfficeTeam A Robert Half Company	Temp Staffing-CC-Kelsey P-WE	48721	1,066.50
100-7007-5107-00	Contract Personnel	OfficeTeam A Robert Half Company	Temp Staffing-CC-Kelsey P-WE	48721	-216.00
			Vendor Subtotal for Dept:7007		2,983.50
Dept:7007					
100-7007-5401-00	Advertising & Noticing	Malibu Times	Ad in Times-Ordinance #408-2nd	48757	28.00
			Vendor Subtotal for Dept:7007		28.00
Dept:7021					
100-7021-5721-00	Telephone	Nextel / Sprint Communication	Cell Phone 09/13-10/12/16	48762	90.76
			Vendor Subtotal for Dept:7021		90.76
Dept:7021					
100-7021-6160-00	Operating Supplies	Steve Ayal	Padlocks/Keys-Las Flores Storage	48696	310.22
			Vendor Subtotal for Dept:7021		310.22
Dept:7021					
100-7021-6160-00	Operating Supplies	Staples Contract & Commercial Inc	Office supplies-EOC	48773	34.12
			Vendor Subtotal for Dept:7021		34.12
Dept:7031					
100-7031-5100-00	Professional Services	Kevin Mauch	Parking Citation Hearing Officer-	48758	285.00
			Vendor Subtotal for Dept:7031		285.00

Account Number	description	Vendor	Description	Check No	Amount
Dept:7031					
100-7031-5115-00	Law Enforcement Services	LA Co Sheriff'S Department	Law Enforce Svcs-Prisoner Maint	48752	933.69
Vendor Subtotal for Dept:7031					933.69
Dept:7031					
100-7031-5116-00	Sheriff's Services-Beach Team	LA Co Sheriff'S Department	Law Enforce Svcs-Beach Team-A	48752	196,467.76
Vendor Subtotal for Dept:7031					196,467.76
Dept:7031					
100-7031-5640-00	Equipment Maintenance	Kustom Signals, Inc	Sheriff equipment maintenance-C	48747	57.76
Vendor Subtotal for Dept:7031					57.76
Dept:7054					
100-7054-5100-01	City Treasurer	Peter Lippman	City Treasurer-Sep '16	48755	250.00
Vendor Subtotal for Dept:7054					250.00
Dept:7054					
100-7054-5117-00	Film Permit Consultant	Solid Waste Solutions, Inc.	Film Permits-Sep '16	48772	28,437.77
Vendor Subtotal for Dept:7054					28,437.77
Dept:7054					
100-7054-5300-00	Travel and Training	League Of California Cities	2016 Annual Conf Lunch-Soghor	48695	25.00
Vendor Subtotal for Dept:7054					25.00
Dept:7054					
100-7054-6160-00	Operating Supplies	California Contract Cities Associatio	CCCA-CM Meeting-Lisa S	48728	31.65
Vendor Subtotal for Dept:7054					31.65

Account Number	description	Vendor	Description	Check No	Amount
Dept:7054					
100-7054-6160-00	Operating Supplies	Staples Contract & Commercial Inc	Office supplies-Finance	48773	83.38
Vendor Subtotal for Dept:7054					83.38
Dept:7058					
100-7058-5320-00	Recruitment Expense	City Clerks Association of CA	HR Recruiting Ad-CCAC job wel	48677	200.00
Vendor Subtotal for Dept:7058					200.00
Dept:7058					
100-7058-5320-00	Recruitment Expense	Jobs Available Inc	Recruitment Ad-Deputy City Cler	48745	468.00
Vendor Subtotal for Dept:7058					468.00
Dept:7058					
100-7058-5320-00	Recruitment Expense	Paige S Apar	LiveScan-Fingerprints-4 new hire	48756	220.00
Vendor Subtotal for Dept:7058					220.00
Dept:7058					
100-7058-6170-00	Events	Custodian Of Petty Cash- Main	Petty Cash-Marianne Riggins	48765	37.58
Vendor Subtotal for Dept:7058					37.58
Dept:7059					
100-7059-4201-00	Retirement	CalPERS Retirement	PR 06.10.2016 PEPRA ER Contri	48719	-0.01
Vendor Subtotal for Dept:7059					-0.01
Dept:7059					
100-7059-5210-00	Service Fees & Charges	Public Agency Retirement Srvc	PARS Admin Fee-Jun'16	48698	300.00
100-7059-5210-00	Service Fees & Charges	Public Agency Retirement Srvc	PARS Admin Fee-Jul'16	48698	300.00
Vendor Subtotal for Dept:7059					600.00
Dept:7059					

Account Number	description	Vendor	Description	Check No	Amount
100-7059-5405-00	Printing	CR PRINT	Business card masters (20,000)	48680	1,449.70
			Vendor Subtotal for Dept:7059		1,449.70
Dept:7059					
100-7059-5640-00	Equipment Maintenance	Canon Solutions America, Inc	Copier Maint HTK14148-EH 6/2:	48727	102.74
			Vendor Subtotal for Dept:7059		102.74
Dept:7059					
100-7059-5640-00	Equipment Maintenance	Xerox Corporation	Copier Maint-W7845PT-MX448C	48714	72.21
			Vendor Subtotal for Dept:7059		72.21
Dept:7059					
100-7059-5721-00	Telephone	TelePacific Communications	City Hall Fac Phone 09/16-10/15/	48708	1,829.84
			Vendor Subtotal for Dept:7059		1,829.84
Dept:7059					
100-7059-6160-00	Operating Supplies	CR PRINT	Business Envelopes Reg (1000)/V	48680	289.94
100-7059-6160-00	Operating Supplies	CR PRINT	Business Card imprints-3 names (48680	116.63
			Vendor Subtotal for Dept:7059		406.57
Dept:7059					
100-7059-6160-00	Operating Supplies	Custodian Of Petty Cash- Main	Petty Cash-Renee Neermann	48765	19.27
			Vendor Subtotal for Dept:7059		19.27
Dept:7059					
100-7059-6160-00	Operating Supplies	Precision Business Machine Inc	Printer Supplies	48699	230.05
			Vendor Subtotal for Dept:7059		230.05
Dept:7059					
100-7059-6160-00	Operating Supplies	Christy Rector	Reimburse for supplies-Costco-8/	48767	393.74
			Vendor Subtotal for Dept:7059		393.74

Account Number	description	Vendor	Description	Check No	Amount
Dept:7059					
100-7059-6160-00	Operating Supplies	Staples Contract & Commercial Inc	Office supplies-ASD	48773	170.66
Vendor Subtotal for Dept:7059					170.66
Dept:7059					
100-7059-6160-00	Operating Supplies	Xerox Corporation	Xerox D110CP-Staples for copier	48714	627.84
Vendor Subtotal for Dept:7059					627.84
Subtotal for Fund: 100					388,571.08
Fund: 101					
Dept:2001					
101-2001-5100-00	Professional Services	Lorric Feinberg	Database updates-Planning-Aug '	48691	2,149.25
Vendor Subtotal for Dept:2001					2,149.25
Dept:2001					
101-2001-5100-01	Coastal Dev. Permit Services	Compliance Biology, Inc.	City Biologist-Sep '16	48730	4,874.00
Vendor Subtotal for Dept:2001					4,874.00
Dept:2001					
101-2001-5107-00	Contract Personnel	OfficeTeam A Robert Half Company	Temp Staffing-Plan-Caleb A-WE	48667	808.96
101-2001-5107-00	Contract Personnel	OfficeTeam A Robert Half Company	Temp Staffing-Plan-Caleb A-WE	48721	796.32
Vendor Subtotal for Dept:2001					1,605.28
Dept:2001					
101-2001-5210-00	Service Fees & Charges	LA County Registrar-Recorder LA Ct	CEQA Filing-20474 Roca Chica I	48692	75.00
101-2001-5210-00	Service Fees & Charges	LA County Registrar-Recorder LA Ct	CEQA Filing-6331 Busch Drive	48693	75.00
101-2001-5210-00	Service Fees & Charges	LA County Registrar-Recorder LA Ct	CEQA Filing-22762 Pacific Coas	48748	75.00
101-2001-5210-00	Service Fees & Charges	LA County Registrar-Recorder LA Ct	CEQA Filing-29132.5 Pacific Coa	48749	75.00
101-2001-5210-00	Service Fees & Charges	LA County Registrar-Recorder LA Ct	CEQA Filing-3833.5 Cross Creek	48750	75.00
101-2001-5210-00	Service Fees & Charges	LA County Registrar-Recorder LA Ct	CEQA Filing-6487.5 Trancas Can	48751	75.00

Account Number	description	Vendor	Description	Check No	Amount
				Vendor Subtotal for Dept:2001	450.00
Dept:2001					
101-2001-5300-00	Travel and Training	Stephanie Hawner	Reimburse expenses-Coastal Law	48743	30.00
				Vendor Subtotal for Dept:2001	30.00
Dept:2001					
101-2001-5300-00	Travel and Training	Law Seminars International	Transportation & CEQA Seminar	48754	465.00
				Vendor Subtotal for Dept:2001	465.00
Dept:2001					
101-2001-5401-00	Advertising & Noticing	Malibu Times	Ad in Times-Public Notices 9/1/1	48757	313.00
				Vendor Subtotal for Dept:2001	313.00
Dept:2001					
101-2001-5721-00	Telephone	Verizon Wireless Services LLC	Cell Phone Service 09/24-10/23/1	48778	31.63
				Vendor Subtotal for Dept:2001	31.63
Dept:2001					
101-2001-6160-00	Operating Supplies	Staples Contract & Commercial Inc	Office supplies-Planning	48773	22.26
				Vendor Subtotal for Dept:2001	22.26
Dept:2004					
101-2004-5100-00	Professional Services	Paul E Hullar	City Hall Solar panel consultant-1	48672	1,402.50
				Vendor Subtotal for Dept:2004	1,402.50
Dept:2004					
101-2004-5100-00	Professional Services	California Code Check, Inc	Plan Check Reviews-Aug '16	48675	34,089.59

Account Number	description	Vendor	Description	Check No	Amount
Vendor Subtotal for Dept:2004					34,089.59
Dept:2004					
101-2004-5100-00	Professional Services	Cotton,Shires & Associates,Inc	Coastal reviews -Aug '16-CSA	48679	11,125.00
101-2004-5100-00	Professional Services	Cotton,Shires & Associates,Inc	Geo reviews-Aug '16-CSA	48679	27,750.00
101-2004-5100-00	Professional Services	Cotton,Shires & Associates,Inc	Counter hours-Aug '16-CSA	48679	4,350.00
101-2004-5100-00	Professional Services	Cotton,Shires & Associates,Inc	EH Counter hours-Aug '16-CSA	48679	1,254.00
101-2004-5100-00	Professional Services	Cotton,Shires & Associates,Inc	Admin reviews-Aug '16-CSA	48679	600.00
Vendor Subtotal for Dept:2004					45,079.00
Dept:2004					
101-2004-5100-00	Professional Services	Fugro Consultants, Inc.	Geo Reviews-Aug '16-Fugro	48684	4,340.00
Vendor Subtotal for Dept:2004					4,340.00
Dept:2004					
101-2004-5100-00	Professional Services	Lorrie Feinberg	Database updates-Building Safety	48691	1,508.25
Vendor Subtotal for Dept:2004					1,508.25
Dept:2004					
101-2004-5721-00	Telephone	Verizon Wireless Services LLC	Cell Phone Service 09/24-10/23/1	48778	85.38
Vendor Subtotal for Dept:2004					85.38
Dept:2004					
101-2004-6160-00	Operating Supplies	Custodian Of Petty Cash- Main	Petty Cash-Julie Bauer	48765	23.09
Vendor Subtotal for Dept:2004					23.09
Dept:2010					
101-2010-5100-00	Professional Services	Cotton,Shires & Associates,Inc	EH reviews-Aug '16-CSA	48679	15,712.00
Vendor Subtotal for Dept:2010					15,712.00
Dept:2010					

Account Number	description	Vendor	Description	Check No	Amount
101-2010-5721-00	Telephones	Verizon Wireless Services LLC	Cell Phone Service 09/24-10/23/1	48778	25.21
			Vendor Subtotal for Dept:2010		25.21
Dept:2012					
101-2012-5721-00	Telephone	Verizon Wireless Services LLC	Cell Phone Service 09/24-10/23/1	48778	10.02
			Vendor Subtotal for Dept:2012		10.02
Dept:3003					
101-3003-5100-00	Professional Services	Lorrie Feinberg	Database updates-EP-Aug '16-IRI	48691	617.50
			Vendor Subtotal for Dept:3003		617.50
Dept:3003					
101-3003-5100-01	Water Conservation	Hastings & Co Inc	Water Conservation Outreach-Jul	48687	666.25
101-3003-5100-01	Water Conservation	Hastings & Co Inc	Water Conservation Outreach-Au;	48687	1,153.75
			Vendor Subtotal for Dept:3003		1,820.00
			Subtotal for Fund: 101		114,652.96
Fund: 103					
Dept:9050					
103-9050-5100-00	Professional Services	Pacific Coast Elevator Corp.	City Hall-Elevator/Wheelchair lif	48722	618.27
			Vendor Subtotal for Dept:9050		618.27
Dept:9050					
103-9050-5100-00	Professional Services	Brightview Landscape Services Inc	City Hall-Landscape Maint-Sep '1	48671	995.00
			Vendor Subtotal for Dept:9050		995.00
Dept:9050					
103-9050-5100-00	Professional Services	SC PrimeSource, Inc.	City Hall Janitorial Svcs-Jun '16	48704	3,295.00
103-9050-5100-00	Professional Services	SC PrimeSource, Inc.	City Hall Janitorial Svcs-Jul '16	48704	3,295.00
103-9050-5100-00	Professional Services	SC PrimeSource, Inc.	City Hall Janitorial Svcs-Aug '16	48704	3,295.00

Account Number	description	Vendor	Description	Check No	Amount
103-9050-5100-00	Professional Services	SC PrimeSource, Inc.	City Hall Janitorial Svcs-Sep '16	48769	3,295.00
			Vendor Subtotal for Dept:9050		13,180.00
Dept:9050					
103-9050-5610-00	Facilities Maintenance	Anawalt Lumber Co., Inc	City Hall Fac Maint Supplies	48669	72.63
			Vendor Subtotal for Dept:9050		72.63
Dept:9050					
103-9050-5610-00	Facilities Maintenance	Steven R. Mueller & Associates, Inc	Deposit for Bench refinish & Wri	48707	1,384.00
			Vendor Subtotal for Dept:9050		1,384.00
Dept:9050					
103-9050-5610-00	Facilities Maintenance	Tyco Fire & Security Management Ir	City Hall Alarm Monitoring Svcs	48776	162.19
			Vendor Subtotal for Dept:9050		162.19
Dept:9050					
103-9050-5610-00	Facilities Maintenance	Westco Contractors Inc	City Hall-Lighting control system	48779	150.00
			Vendor Subtotal for Dept:9050		150.00
Dept:9050					
103-9050-6160-00	Operating Supplies	Rick Frederiksen	Reimburse milcage-5/11-9/30/16	48737	56.70
			Vendor Subtotal for Dept:9050		56.70
Dept:9050					
103-9050-6160-00	Operating Supplies	The Sherwin-Williams Co.	City Hall supplies-Wall Paint	48770	392.24
103-9050-6160-00	Operating Supplies	The Sherwin-Williams Co.	City Hall supplies-Tape	48770	9.57
			Vendor Subtotal for Dept:9050		401.81
Dept:9050					
103-9050-6300-00	Tools & Minor Equipment	Custodian Of Petty Cash- Main	Petty Cash-Rick Frederiksen	48765	32.23
			Vendor Subtotal for Dept:9050		32.23

Account Number	description	Vendor	Description	Check No	Amount
Dept:9050					
103-9050-7800-00	Other Equipment	Pacific Office Interiors	3 Office chairs-Z861-1W41	48764	1,487.85
103-9050-7800-00	Other Equipment	Pacific Office Interiors	3 Office Chairs-M241-1944	48764	1,659.30
Vendor Subtotal for Dept:9050					3,147.15
Subtotal for Fund: 103					20,199.98
Fund: 207					
Dept:3004					
207-3004-5100-00	Professional Services	G.I. Industries	Oil Recycle Program-Aug '16-Wa	48686	1,417.31
Vendor Subtotal for Dept:3004					1,417.31
Dept:3004					
207-3004-5100-00	Professional Services	Solid Waste Solutions, Inc.	SWS-Solid Waste-Aug '16	48706	2,574.00
Vendor Subtotal for Dept:3004					2,574.00
Dept:3004					
207-3004-6160-00	Operating Supplies	Andy Gump, Inc.	HHW/E-Waste event-portable toil	48670	105.73
Vendor Subtotal for Dept:3004					105.73
Dept:3004					
207-3004-6160-00	Operating Supplies	Highland Products Group LLC	Balance due from picnic fare-Pt I	48688	213.33
Vendor Subtotal for Dept:3004					213.33
Subtotal for Fund: 207					4,310.37
Fund: 290					
Dept:6002					
290-6002-5100-00	Professional Services	David Taussig & Associates Inc	Assessment Engineer-Big Rock A	48735	2,344.00
290-6002-5100-00	Professional Services	David Taussig & Associates Inc	Assessment Engineer-Big Rock A	48735	2,122.06

Account Number	description	Vendor	Description	Check No	Amount
				Vendor Subtotal for Dept:6002	4,466.06
				Subtotal for Fund: 290	4,466.06
Fund: 291					
Dept:6003					
291-6003-5100-00	Professional Services	David Taussig & Associates Inc	Assessment Engineer-Malibu Rd.	48735	124.19
291-6003-5100-00	Professional Services	David Taussig & Associates Inc	Assessment Engineer-Malibu Rd.	48735	140.50
				Vendor Subtotal for Dept:6003	264.69
				Subtotal for Fund: 291	264.69
Fund: 292					
Dept:6004					
292-6004-5100-00	Professional Services	David Taussig & Associates Inc	Assessment Engineer-Calle Del B	48735	124.19
292-6004-5100-00	Professional Services	David Taussig & Associates Inc	Assessment Engineer-Calle Del B	48735	190.50
				Vendor Subtotal for Dept:6004	314.69
				Subtotal for Fund: 292	314.69
Fund: 310					
Dept:9049					
310-9049-5100-00	Professional Services	MNS Engineers, Inc.	ALTA-24000 Civic Center Way-J	48760	5,020.00
				Vendor Subtotal for Dept:9049	5,020.00
Dept:9049					
310-9049-5100-00	Professional Services	Myers & Sons Construction, LP	Construction-CCWWTF Treatme:	48697	605,867.17
				Vendor Subtotal for Dept:9049	605,867.17

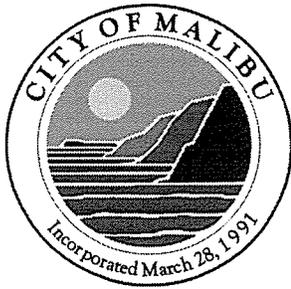
Account Number	description	Vendor	Description	Check No	Amount
Subtotal for Fund: 310					610,887.17
Fund: 500					
Dept:7008					
500-7008-5100-00	Professional Services	Brightview Landscape Services Inc	Legacy Park-Landscape Maint-Sep	48671	5,275.00
500-7008-5100-00	Professional Services	Brightview Landscape Services Inc	SuperCare-Landscape Maint-Sep	48671	200.00
Vendor Subtotal for Dept:7008					5,475.00
Dept:7008					
500-7008-5130-00	Park Maintenance	Anawalt Lumber Co., Inc	P&R Legacy Park Supplies	48669	33.44
Vendor Subtotal for Dept:7008					33.44
Dept:7008					
500-7008-5610-00	Facility Maintenance	Hilario Simental Jr	Septic pumping 23431 PCH-Anin	48682	460.00
Vendor Subtotal for Dept:7008					460.00
Dept:7008					
500-7008-5610-00	Facility Maintenance	GI Industries	Garbage-SuperCare-Sep'16-18310	48740	171.86
Vendor Subtotal for Dept:7008					171.86
Dept:7008					
500-7008-5723-00	Water	LA Co MalibuTreasurer-Waterworks	Water-SuperCare 7/6-9/6/16-Bill#	48694	235.48
500-7008-5723-00	Water	LA Co MalibuTreasurer-Waterworks	Water-Legacy Park Irrigation 7/6-	48694	4,788.21
500-7008-5723-00	Water	LA Co MalibuTreasurer-Waterworks	Water-Legacy Park 7/6-9/6/16-Bi	48694	74.76
Vendor Subtotal for Dept:7008					5,098.45
Subtotal for Fund: 500					11,238.75
Fund: 601					
Dept:3005					
601-3005-6500-00	Motor Fuels	Chevron & Texaco Bus. Card Srv	Gasoline for the period of 08/28-C	48729	980.12

Account Number	description	Vendor	Description	Check No	Amount
					980.12
			Vendor Subtotal for Dept:3005		
Dept:3005					
601-3005-6500-00	Motor Fuels	Custodian Of Petty Cash- Main	Petty Cash-Brian Kircher	48765	197.27
					197.27
			Vendor Subtotal for Dept:3005		
					1,177.39
			Subtotal for Fund: 601		
Fund: 602					
Dept:7060					
602-7060-5107-00	Contract Personnel	OfficeTeam A Robert Half Company	Temp Staffing-IS-Jelani W-WE 0'	48667	1,241.00
602-7060-5107-00	Contract Personnel	OfficeTeam A Robert Half Company	Temp Staffing-IS-Jelani W-WE 0'	48721	1,020.00
					2,261.00
			Vendor Subtotal for Dept:7060		
Dept:7060					
602-7060-5721-00	Telephone	Frontier California Inc	City Hall Fac Internet-9/28-10/27	48739	364.99
					364.99
			Vendor Subtotal for Dept:7060		
Dept:7060					
602-7060-5721-00	Telephone	Verizon Wireless Services LLC	Cell Phone Service 09/24-10/23/1	48778	184.88
					184.88
			Vendor Subtotal for Dept:7060		
Dept:7060					
602-7060-6120-00	Computer Software < \$1,000	GovConnection Inc	Creative Cloud Subscription-Alex	48741	839.04
602-7060-6120-00	Computer Software < \$1,000	GovConnection Inc	Adobe Acrobat Cloud Service	48741	171.04
602-7060-6120-00	Computer Software < \$1,000	GovConnection Inc	Adobe Creative Cloud Subscriptio	48741	839.04
					1,849.12
			Vendor Subtotal for Dept:7060		
Dept:7060					
602-7060-7400-00	Computer Equipment	GovConnection Inc	5 new memory modules for NUC	48741	210.97
602-7060-7400-00	Computer Equipment	GovConnection Inc	4 SSD drives for Intel NUC	48741	384.12

Account Number	description	Vendor	Description	Check No	Amount
602-7060-7400-00	Computer Equipment	GovConnection Inc	1 SSD drive for Intel NUC	48741	96.03
			Vendor Subtotal for Dept:7060		691.12
			Subtotal for Fund: 602		5,351.11
Fund: 710					
Dept:0000					
710-0000-2270-45	CCW Treatment Facility Phase I	Cynthia McAfee	CCWWTF Property Mgmt Consu	48759	750.00
			Vendor Subtotal for Dept:0000		750.00
Dept:0000					
710-0000-2270-51	Land Development Survey Review	MNS Engineers, Inc.	27865 Winding Way COC 16-006	48760	875.00
			Vendor Subtotal for Dept:0000		875.00
Dept:0000					
710-0000-2271-24	Malibu Memorial Park & Chapel	Impact Sciences Inc	Malibu Memorial Park CEQA-thr	48744	165.00
			Vendor Subtotal for Dept:0000		165.00
			Subtotal for Fund: 710		1,790.00
Fund: 713					
Dept:9052					
713-9052-5100-00	Professional Services	David Taussig & Associates Inc	Broad Beach AD 2010-1 Assessm	48681	3,495.33
			Vendor Subtotal for Dept:9052		3,495.33
			Subtotal for Fund: 713		3,495.33
Fund: 900					
Dept:0000					

Account Number	description	Vendor	Description	Check No	Amount
900-0000-2040-00	PERS Retirement	CalPERS Retirement	PR Batch 70006.10.2016 PERS E	48719	11,073.77
			Vendor Subtotal for Dept:0000		11,073.77
Dept:0000					
900-0000-2040-01	PERS Retirement Prepaid	CalPERS Retirement	PR Batch 70006.10.2016 PEPRA	48719	2,603.38
900-0000-2040-01	PERS Retirement Prepaid	CalPERS Retirement	PR Batch 70006.10.2016 PERS E	48719	15,120.38
			Vendor Subtotal for Dept:0000		17,723.76
Dept:0000					
900-0000-2040-02	PERS/PEPRA Retirement	CalPERS Retirement	PR Batch 70006.10.2016 PEPRA	48719	2,441.82
			Vendor Subtotal for Dept:0000		2,441.82
Dept:0000					
900-0000-2041-00	PARS	U.S. Bank	PR Batch 70006.10.2016 PARS -	48720	782.96
900-0000-2041-00	PARS	U.S. Bank	PR Batch 70006.10.2016 PARS -	48720	164.15
			Vendor Subtotal for Dept:0000		947.11
Dept:0000					
900-0000-2042-00	Deferred Compensation 457	ICMA Retirement Trust 457 - 303615	PR Batch 70006.10.2016 ICMA I	48716	995.20
900-0000-2042-00	Deferred Compensation 457	ICMA Retirement Trust 457 - 303615	PR Batch 70006.10.2016 ICMA I	48716	10,859.34
900-0000-2042-00	Deferred Compensation 457	ICMA Retirement Trust 457 - 303615	PR Batch 70006.10.2016 ER Con	48716	2,500.00
			Vendor Subtotal for Dept:0000		14,354.54
Dept:0000					
900-0000-2042-01	ICMA Loan Program	ICMA Retirement Trust 457 - 303615	PR Batch 70006.10.2016 ICMA I	48716	416.69
			Vendor Subtotal for Dept:0000		416.69
Dept:0000					
900-0000-2043-00	Deferred Compensation 401	ICMA 401-Plan # 108658	PR Batch 70006.10.2016 ICMA -	48717	496.15

Account Number	description	Vendor	Description	Check No	Amount
				Vendor Subtotal for Dept:0000	496.15
Dept:0000					
900-0000-2043-00	Deferred Compensation 401	ICMA 401-Plan # 108650	PR Batch 70006.10.2016 ICMA -	48718	576.90
				Vendor Subtotal for Dept:0000	576.90
				Subtotal for Fund: 900	48,030.74
				Report Total:	1,214,750.32



Council Agenda Report

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

Prepared by: Heather Glaser, City Clerk

Approved by: Reva Feldman, City Manager 

Date prepared: October 10, 2016 Meeting date: October 24, 2016

Subject: Approval of Minutes

RECOMMENDED ACTION: Approve the minutes for the September 26, 2016 Regular City Council meeting.

FISCAL IMPACT: None.

DISCUSSION: Staff has prepared draft minutes for the September 26, 2016 Regular City Council meeting. Staff hereby submits the minutes for Council's approval.

ATTACHMENTS: September 26, 2016 Regular City Council meeting

MINUTES
MALIBU CITY COUNCIL
REGULAR MEETING
SEPTEMBER 26, 2016
COUNCIL CHAMBERS
6:30 P.M.

CALL TO ORDER

Mayor La Monte called the meeting to order at 6:33 p.m.

ROLL CALL

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

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

ALSO PRESENT: Trevor Rusin, Assistant City Attorney; Reva Feldman, City Manager; Lisa Soghor, Assistant City Manager; Heather Glaser, City Clerk; Craig George, Environmental Sustainability Director; Bonnie Blue, Planning Director; Bob Brager, Public Works Director; Brad Davis, Emergency Services Coordinator; Matt Myerhoff, Media Information Officer; Kristin Riesgo, Recreation Manager; and Jasch Janowicz, Contract Planner

PLEDGE OF ALLEGIANCE

Dave Rydman led the Pledge of Allegiance.

APPROVAL OF AGENDA

MOTION Councilmember Sibert moved and Councilmember House seconded a motion to approve the agenda.

FRIENDLY AMENDMENT

Mayor La Monte moved that the Council adjourn in memory of Len Zahn. The maker and seconder accepted the amendment, and the amended motion carried unanimously.

REPORT ON POSTING OF AGENDA

City Clerk Glaser reported that the agenda for the meeting was properly posted on September 16, 2016.

ITEM 1 CEREMONIAL/PRESENTATIONS

A. Presentation of Proclamation Declaring September 2016 as Childhood Cancer Awareness Month

Mayor La Monte indicated that Steven Firestein, Volunteer Director for Kids Cancer Connection, was unable to attend the Council meeting to accept the proclamation.

B. Presentation by the California Ocean Science Trust regarding Baseline Monitoring Information for Marine Protected Areas

Erin Meyer, Senior Scientist for California Ocean Science Trust, discussed the Baseline Monitoring Program and reporting.

In response to Councilmember Sibert, Ms. Meyer discussed the state of the region and stated they were bringing in data from regions outside of the state-funded program.

In response to Councilmember House, Ms. Meyer stated she had a PhD in Marine Biology. She discussed the four organizations that oversee the Baseline Monitoring Program.

Mayor La Monte thanked Ms. Meyer for her presentation.

ITEM 2.A. PUBLIC COMMENTS

Dave Rydman, Waterworks District 29, discussed conservation for August 2016. He stated conservation for the District was 8% under August 2013 usage. He discussed recent Waterworks District 29 meetings held in the City.

In response to Councilmember Rosenthal, Mr. Rydman stated the freedom of information act responses on the major water users in the City were in process.

Councilmember Sibert discussed the infrastructure costs of Waterworks District 29.

Graeme Clifford stated all portions of the Building Code that were open to interpretation should be updated.

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

City Manager Feldman stated the City and Council had been given an award by California Public Library Advocates, which would be presented on November 4, 2016, in Sacramento. In response to Mayor La Monte, City Manager Feldman stated the Executive Director of the California Coastal Conservancy had given

verbal approval for the City to raise the fence and gate height on Malibu Road to six feet.

ITEM 2.C. SUBCOMMITTEE REPORTS / COUNCIL COMMENTS

Councilmember Rosenthal thanked Mr. Rydman. She stated she attended Waterworks District 29 meetings regarding infrastructure and a Malibu Area Conservation Coalition meeting. She announced water conservation events at City Hall on October 1, 2016. She stated she attended the Malibu Nautica Triathlon event, and Los Angeles County Library Commission meeting, and a Library Speaker Series event. She announced a Zoning Ordinance Revisions and Code Enforcement Subcommittee (ZORACES) meeting on September 27, 2016, and the Fred Ward Retrospective Photography Exhibit Grand Opening on October 1, 2016. She stated she would attend the League of California Cities Annual Conference from October 5-7, 2016.

Mayor La Monte stated the West Basin Water Reliability Award for outstanding work on water issues in the City of Malibu and within Division 4 over the course of the entire year, would be presented to Councilmember Rosenthal on October 22, 2016.

Mayor Pro Tem Peak encouraged the community to immediately report to Southern California Edison any downed powerlines and trees touching power lines. He stated he attended the Malibu Boardriders Club Annual Day at the Beach and thanked former Malibu resident Danny Cortazzo for his involvement. He stated he participated in the Malibu High School Malibu Water Polo 25th Anniversary Alumni Game and Hall of Fame event.

Councilmember Sibert discussed Marine Protected Areas, as well as campaign signs in the public right-of-way. He announced a Southern California Association of Governments meeting on September 29, 2016. In response to Councilmember Sibert, Planning Director Blue discussed a project on the ocean side of Broad Beach Road and the elevation measurements on the landward half versus the seaward half. She stated the house did not exceed two stories in any portion.

Councilmember House state she attended the Library Speaker Series event. She announced the next Library Speaker Series event on November 2, 2016. She discussed Civil Grand Jury service.

Mayor La Monte announced the next Malibu General Municipal election on November 8, 2016. He stated he attended a Los Angeles County Commission on Alcohol and Other Drugs meeting, the Malibu Nautica Triathlon event, a Liability Trust Fund meeting, and an Independent Cities Association installation ceremonies. He stated he would attend a Los Angeles County Mayors event in Cudahy.

RECESS At 7:25 p.m., Mayor La Monte called a recess of the City Council meeting and convened the Malibu Public Financing Corporation meeting. The City Council meeting reconvened at 7:30 p.m. with all Councilmembers present.

ITEM 3 CONSENT CALENDAR

MOTION Councilmember Rosenthal moved and Councilmember Sibert seconded a motion to approve the Consent Calendar. The motion carried unanimously.

The Consent Calendar consisted of the following items:

A. Previously Discussed Items

None.

B. New Items

1. Waive Further Reading

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

2. Approve Warrants

Recommended Action: Allow and approve warrant demand numbers 48453-48538 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. 580 in the amount of the warrant appearing opposite their names, for the purposes stated on the respective demands in a total amount of \$2,198,334.87. City of Malibu payroll check numbers 4697-4699 and ACH deposits were issued in the amount of \$161,733.91.

3. Approval of Minutes

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

4. Legacy Park Deferred Maintenance

Recommended Action: Authorize the appropriation of \$9,300 from the Legacy Park Fund to Legacy Park Operations – Park Maintenance (Account No. 500-7008-5130) for deferred maintenance in the park.

5. Emergency Supplies and Equipment

Recommended Action: Authorize the appropriation of \$22,000 from the General Fund Undesignated Reserve to Emergency Preparedness Operating Supplies (Account No. 100-7021-6160) to fund the replacement of stolen and expired emergency supplies, replace and upgrade outdated automated external defibrillators (AEDs), and replace the City's satellite communication system.

ITEM 4 ORDINANCES AND PUBLIC HEARINGS

A. Appeal No. 16-004 and 005 - Appeal of Planning Commission Resolution No. 16-17

Recommended Action: Adopt Resolution No. 16-43, determining the project is categorically exempt from the California Environmental Quality Act, and denying Appeal No. 16-004 and 16-005 and approving Coastal Development Permit Amendment No. 16-006 with modified conditions of approval amending Coastal Development Permit No. 14-024, Site Plan Review No. 14-018, and Minor Modification (MM) No. 14-016 to increase the front yard setback, revise the grading design and configuration of the pool and backyard amenities, and make other modifications for construction of a new, 6,632 square-foot, two-story, single-family residence, a 628 square-foot attached garage, a 999 square-foot basement, pool, landscaping, retaining walls and fencing, grading, various hardscape, 36 square feet of covered porches projecting more than six feet, and an alternative onsite wastewater treatment system, including an 18 percent rather than 40 percent minor modification of the front yard setback, and a site plan review for height in excess of 18 feet, up to 28 feet for a pitched roof in the Rural Residential-One Acre zoning district located at 6847 Wildlife Road.

Contract Planner Janowicz presented the staff report and supplemental staff report. He indicated clerical errors for correction to pages 13-17 of Resolution No. 16-43.

In response to Councilmember Rosenthal, Contract Planner Janowicz stated the sports court was permitted, and discussed the grade the project would create.

In response to Mayor Pro Tem Peak, Contract Planner Janowicz discussed the grading ordinance and stated staff had tried to bring the project closer to existing grades than what had been previously approved by the Planning Commission.

In response to Councilmember Sibert, Contract Planner Janowicz stated the aerial photos did not show topographically detail.

In response to Councilmember House, Contract Planner Janowicz discussed the project grading. Assistant City Attorney Rusin stated residents had no specific right to backyard privacy. Councilmember House stated she met with both appellants.

Councilmember Sibert stated he met with both appellants.

Councilmember Rosenthal met with both appellants.

Mayor Pro Tem Peak stated he met with both appellants and lived outside the 500-foot radius of the project.

In response to Assistant City Attorney, Mayor Pro Tem Peak stated his previous dealings with the appellants would not affect his decision regarding the appeal.

Mayor La Monte stated he met with both appellants.

Richard Sperber, applicant/appellant, discussed the six-foot wall, the previously existing sports court, and stated he was dropping his appeal.

Martin Burton, on behalf of the Farrars, discussed the history of the project. He recommended either the project be sent back to the Planning Commission or that Mr. Sperber's appeal be granted and the original project be allowed to move forward.

Chris Farrar, appellant, stated Mr. Sperber was receiving preferential treatment, that the project needed to return to its original topography, and that the grading was a problem. He stated the staff report was incorrect and they were losing their view and their privacy.

Wyatt Farrar donated his time to Robert Conrad.

Tess Farrar donated her time to Robert Conrad.

Robert Conrad stated he had lived in Malibu for 60 years.

Jefferson Wagner indicated support for starting the project over.

Richard Zelienga, on behalf of the Mr. Sperber, stated Mr. Sperber had made several concessions, and the Farrars' complaints were not in response to the currently proposed project. He stated the original project required more grading than the proposed project.

James Gilbert, on behalf of the Farrars, discussed the minimum grading included in the original project, which was required by the LIP. He requested the Council grant Mr. Sperber's appeal.

In response to Mayor La Monte, Mr. Sperber stated he was dropping the appeal.

In response to the Council, Assistant City Attorney Rusin stated the Council could continue the item to the end of the meeting.

Mr. Sperber indicated support for continuing the item to after Item No. 7.B.

MOTION Mayor La Monte moved and Councilmember Rosenthal seconded a motion to continue the item to after Item No. 7.B. The motion carried unanimously.

RECESS At 8:58 p.m., Mayor La Monte recessed the meeting. At 9:10 p.m. the meeting reconvened the meeting with all Councilmembers present.

ITEM 5 OLD BUSINESS

A. Update on Expanded Polystyrene Ordinances

Recommended Action: 1) Receive and file report on Expanded Polystyrene Ordinances and 2) Provide direction to staff.

Environmental Sustainability Director George stated Universal Waste Systems would provide an additional bin for cardboard disposal at no cost, and Waste Management would provide an additional bin for cardboard disposal for a monthly fee.

Environmental Sustainability Director George presented the staff report. H recommended updating the Malibu Municipal Code to change all expanded polystyrene (EPS) references to polystyrene foam.

In response to Councilmember Rosenthal, Environmental Sustainability Director George stated purchasing polystyrene foam outside the City and bringing it to private property was not subject to the proposed ban.

Mayor Pro Tem Peak suggested the ban begin on January 1, 2017.

In response to Councilmember Sibert, Environmental Sustainability Director discussed fines. Councilmember Sibert suggested adding an exemption for hard encapsulated EPS.

Councilmember House discussed education and questioned the City's ability to ban EPS use on public beaches.

Mayor La Monte discussed enacting a one-year warning system.

MOTION Mayor Pro Tem Peak moved and Councilmember Sibert seconded a motion to direct staff to: 1) bring back a draft ordinance banning the sale and use of all polystyrene foam ice chests/coolers, polystyrene foam packing and packaging materials within City limits and on all beaches within the City limits, with the exception of encapsulated polystyrene products, with a one-year warning system and fine structure; and 2) develop a draft outreach and education plan and associated costs. The motion carried unanimously.

ITEM 6 NEW BUSINESS

A. Refinancing of Certificates of Participation for City Hall Acquisitions and Issuance of Certificates of Participation for Trancas Field

Recommended Action: 1) Adopt Resolution No. 16-42 authorizing the execution and delivery of the City's Certificates of Participation 2016 (Certificates) and authorizing the execution and delivery of certain documents and directing certain actions in connection therewith in order to refinance Taxable and Tax Exempt Certificates issued in 2009 in connection with the acquisition of City Hall, Taxable Certificates issued in 2010 for improvements to City Hall and to finance the acquisition of Trancas Field; 2) Approve Bond Counsel Agreement with Stradling, Yocca, Carlson & Rauth for bond counsel services to execute and deliver the Certificates; and 3) Approve Agreement with Stifel Nicolaus & Company, Inc. for investment banking and underwriting services to execute and deliver the Certificates.

City Manager Feldman presented the staff report.

MOTION Councilmember Rosenthal moved and Mayor Pro Tem Peak seconded a motion to: 1) adopt Resolution No. 16-42 authorizing the execution and delivery of the City's Certificates of Participation 2016 (Certificates) and authorizing the execution and delivery of certain documents and directing certain actions in connection therewith in order to refinance Taxable and Tax Exempt Certificates issued in 2009 in connection with the acquisition of City Hall, Taxable Certificates issued in 2010 for improvements to City Hall and to finance the acquisition of Trancas Field; 2) approve Bond Counsel Agreement with Stradling, Yocca, Carlson & Rauth for bond counsel services to execute and deliver the Certificates; and 3) approve Agreement with Stifel Nicolaus & Company, Inc. for investment banking and underwriting services to execute and deliver the Certificates. The motion carried unanimously.

ITEM 7 COUNCIL ITEMS

A. Appointment to Las Virgenes-Malibu Council of Governments

Recommended Action: Appoint Councilmember Rosenthal as the City's representative and Mayor La Monte as an alternate on the Las Virgenes-Malibu Council of Governments (COG).

City Manager Feldman presented the staff report.

Councilmember Sibert stated he had been the COG representative for eight years.

MOTION Councilmember Rosenthal moved and Councilmember Sibert seconded a motion to appoint Councilmember Rosenthal as the City's representative and Mayor La Monte as an alternate on the Las Virgenes-Malibu Council of Governments. The motion carried unanimously.

- B. Homeless Issues Town Hall Meeting (Mayor La Monte)
Recommended Action: At the recommendation of Mayor La Monte: 1) Consider whether the City should co-sponsor a town hall meeting to discuss homeless issues in Malibu; and 2) Direct staff as appropriate.

CONSENSUS

By consensus the Council directed staff to schedule a town hall meeting at City Hall to discuss homeless issues in Malibu and request a representative from the Veterans Administration to attend the meeting.

ITEM 4 ORDINANCES AND PUBLIC HEARINGS (continued)

- A. Appeal No. 16-004 and 005 - Appeal of Planning Commission Resolution No. 16-17

Recommended Action: Adopt Resolution No. 16-43, determining the project is categorically exempt from the California Environmental Quality Act, and denying Appeal No. 16-004 and 16-005 and approving Coastal Development Permit Amendment No. 16-006 with modified conditions of approval amending Coastal Development Permit No. 14-024, Site Plan Review No. 14-018, and Minor Modification (MM) No. 14-016 to increase the front yard setback, revise the grading design and configuration of the pool and backyard amenities, and make other modifications for construction of a new, 6,632 square-foot, two-story, single-family residence, a 628 square-foot attached garage, a 999 square-foot basement, pool, landscaping, retaining walls and fencing, grading, various hardscape, 36 square feet of covered porches projecting more than six feet, and an alternative onsite wastewater treatment system, including an 18 percent rather than 40 percent minor modification of the front yard setback, and a site plan review for height in excess of 18 feet, up to 28 feet for a pitched roof in the Rural Residential-One Acre zoning district located at 6847 Wildlife Road.

Mr. Gilbert stated the Farrars desired more time to study the terraced plan presented.

Mr. Sperber stated the Farrars had seen the proposal two weeks prior to the meeting. He indicated support for the Council to decide on the item rather than continue it again.

In response to Councilmember Rosenthal, Contract Planner Janowicz stated the total grading of the original project and the proposed project was about the same, but the export grading in the proposed project was less.

Councilmember Sibert discussed the fill listed for the property.

Mayor Pro Tem Peak questioned the comparison to 28785 Sea Ranch Way and 6921 White Sands Place. In response to Mayor Pro Tem Peak, Contract Planner

Janowicz stated the grading was consistent with the Code in comparison to other projects in the City.

Planning Director Blue discussed accessory development, and stated the standard for land form alteration was aimed at protecting visual resources.

In response to Councilmember Sibert, Mr. Sperber stated he had altered his project for the following reasons: 1) to move the house back on the property; 2) to remove the cabana due to blocked views; 3) to remove infinity edge out of the pool; and 4) for miscellaneous architectural changes.

In response to Councilmember House, Mr. Sperber stated some of the grading would be hauled offsite.

In response to Councilmember House, Contract Planner Janowicz stated the landscaping had been approved as part of the original project, but the terrace wall landscaping had not been formally approved. He stated new landscaping could be brought back to Council for approval.

In response to Mayor La Monte, Planning Director Blue stated the Planning Commission had not seen and approved everything that was before the Council.

Mayor Pro Tem Peak indicated support for sending the project back to the Planning Commission.

Mr. Sperber expressed concern for the safety of the hole on his property.

Councilmember Rosenthal suggested lowering the pool two feet.

Councilmember Sibert stated too many changes had been made to the project, which the Planning Commission had not seen.

Mr. Sperber requested the Council approve the wall as approved by the Planning Commission.

Planning Director Blue stated the hole on the property needed to be refilled until the matter was resolved. She stated the Planning Commission could consider the matter in November 2016.

MOTION Mayor Pro Tem Peak moved and approve amended project at 6847 Wildlife Road for proposed changes within the first 140 feet from the property line at Wildlife Road, with the exception of any site or free-standing retaining walls, and denying without prejudice the proposed changes located further than 140 feet from the property line at Wildlife Road. The question was called and the motion carried unanimously.

ADJOURNMENT

MOTION At 10:59 p.m., Councilmember House moved and Councilmember Sibert seconded a motion to adjourn the meeting the meeting in memory of Len Zahn.

FRIENDLY AMENDMENT

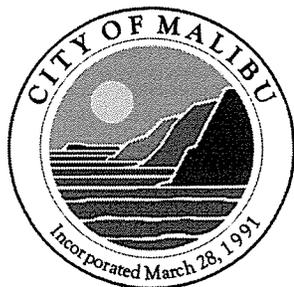
Councilmember Rosenthal moved to adjourn also in the memory of Scott LaRue, and Jason Mackey. The maker and seconder accepted the amendment, and the amended motion carried unanimously.

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

LOU LA MONTE, Mayor

ATTEST:

HEATHER GLASER, City Clerk
(seal)



Council Agenda Report

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

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

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

Approved by: Reva Feldman, City Manager 

Date prepared: October 5, 2016 Meeting date: October 24, 2016

Subject: Improvement Bond Release for Tract Map No. 68861

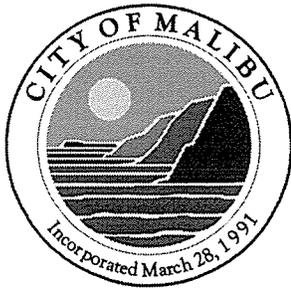
RECOMMENDED ACTIONS: Authorize staff to notify Philadelphia Indemnity Insurance Company that the Faithful Performance and Payment Bond Number PB03010401172, posted for Tract Map No. 68861, is hereby released with no further obligation or responsibility for public improvements on Malibu Road.

FISCAL IMPACT: There is no fiscal impact associated with the recommended action.

DISCUSSION: On January 22, 2014, Malibu RD Project Owner, LLC posted a bond in the amount of \$399,760 to ensure the completion of certain roadway improvements that were imposed by the City of Malibu on Tract Map No. 68861.

Tract Map No. 68861 consists of a seven (7) lot subdivision on Malibu Road. Conditions were placed on Tract Map No. 68861 that required the developer to construct new street improvements for the subdivision, including construction of a new curb, gutter, walkways, storm drains, catch basins and a 20-foot wide roadway. The condition also required the developer to post a performance bond for these improvements.

Staff has reviewed and inspected the project and has determined that these improvements have been completed to the satisfaction of the Public Works Department. Therefore, staff is recommending that the City Council authorize staff to notify Philadelphia Indemnity Insurance Company that the Bond posted for Tract Map No. 68861, Bond Number PB03010401172, is hereby released with no further obligation or responsibility for the public improvements along Malibu Road



Council Agenda Report

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

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

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

Approved by: Reva Feldman, City Manager

Date prepared: October 5, 2016 Meeting date: October 24, 2016

Subject: Award Contract for the Bus Stop Shelters Pilot Project

RECOMMENDED ACTION: 1) Approve the award and authorize the City Manager to execute a construction contract with J & H Engineering General Contractors, Inc. in the amount of \$38,201 for the construction of the Bus Stop Shelters Pilot Project, Specification No. 2063; and 2) Authorize the Public Works Director to approve any potential change orders up to 25% of the contract amount.

FISCAL IMPACT: Funding for this project was included in the Adopted Budget for Fiscal Year 2016-2017 in Account No. 310-9068 (Bus Stop Shelters).

Funding		Estimated Costs	
General Fund	\$60,000	Design	\$8,000.00
		Construction Contract	\$38,201.00
		Material Testing	\$4,248.75
		Change Orders (25%)	\$9,550.25
Total Funding	\$60,000	Total Estimated Costs	\$60,000

DISCUSSION: The Bus Stop Shelters Pilot Project consists of installing three (3) bus stop shelters at Pacific Coast Highway (PCH) and Heathercliff Road, Cross Creek Road and PCH and Trancas Canyon Road.

On August 10, 2016, the final project plans and specifications for the above mentioned work was advertised for formal competitive bidding. Two (2) bids were received and opened on September 29, 2016, with the following results:

<u>Contractor</u>	<u>Bid Amount</u>
J & H Engineering General Contractors, Inc.	\$38,201.00
PTM General Engineering Services, Inc.	\$59,059.00

City staff has reviewed the bid from J & H Engineering General Contractors, Inc. and has found it to be in order and in conformance with the bid requirements. Staff has also verified the Contractor's license and contacted their references. Staff recommends that J & H Engineering Contractors, Inc. be awarded the construction contract.

STAFF FOLLOW UP: Upon approval by the City Council of the award of the construction contract, staff will proceed with processing of the construction agreement and issuing a Notice to Proceed.

ATTACHMENT: Public Works Agreement with J & H Engineering General Contractors, Inc.

**CITY OF MALIBU
PUBLIC WORKS AGREEMENT**

This Public Works Agreement (“Agreement”) is made and entered into as of the date executed by the City Manager and attested to by the City Clerk, by and between J & H Engineering General Contractors, Inc. (hereinafter referred to as “CONTRACTOR”) and the City of Malibu, California, a municipal corporation (hereinafter referred to as “CITY”).

RECITALS

A. Pursuant to the Notice Inviting Sealed Bids for Bus Stop Shelters Pilot Project, Specification No. 2063 bids were received, publicly opened, and declared on the date specified in the notice.

B. On October 24, 2016, Malibu’s City Council declared CONTRACTOR to be the lowest responsible bidder and accepted the bid of CONTRACTOR.

C. The City Council has authorized the City Manager to execute a written contract with CONTRACTOR for furnishing labor, equipment and material for the Bus Stop Shelters Pilot Project, Specification No. 2063 in the City of Malibu.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, it is agreed:

1. GENERAL SCOPE OF WORK: CITY agrees to engage CONTRACTOR and CONTRACTOR agrees to furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for the Bus Stop Shelters Pilot Project, Specification No. 2063 in the City of Malibu. The work shall be performed in accordance with the Plans and Specifications dated (and as generally described in the “Notice Inviting Bids,” attached as Exhibit A) and in accordance with bid prices set forth in CONTRACTOR’S Bid Proposal (attached as Exhibit B) and in accordance with the instructions of the City Engineer, or City’s Manager’s designee.

2. INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY: The contract documents for the aforesaid project, a complete set of which is on file with the Malibu City Clerk’s Office, shall consist of the Notice Inviting Bids, Instructions to Bidders, Bid Proposal, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with this Agreement and all required bonds, insurance certificates, permits, notices and affidavits; and also, including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein. This contract is intended to require a complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by CONTRACTOR whether set out specifically in the contract or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this written agreement, the provisions of this Agreement, and the Standard Specifications, in that order, shall control. Collectively, these contract documents constitute the complete

agreement between CITY and CONTRACTOR and supersede any previous agreements or understandings.

3. COMPENSATION: CONTRACTOR agrees to receive and accept the prices set forth in its Bid Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.
4. TIME OF PERFORMANCE: CONTRACTOR agrees to complete the work within 70 consecutive working days from the date of the notice to proceed. By signing this Agreement, CONTRACTOR represents to CITY that the contract time is reasonable for completion of the work and that CONTRACTOR will complete such work within the contract time. In accordance with Government Code Section 53069.85, CONTRACTOR agrees to forfeit and pay CITY as liquidated damages, not as a penalty, the sum of \$1000 per day for each and every day of unauthorized delay beyond the completion date, which amount shall be deducted from any payments due or to become due the CONTRACTOR.
5. PREVAILING WAGES:
 - A. Pursuant to Labor Code Section 1720, and as specified in Title 8, California Code of Regulations, Section 16000 et seq., CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR's responsibility to interpret and implement any prevailing wage requirements and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.
 - B. In accordance with Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are available upon request from CITY's Engineering Division or the website for State of California Prevailing wage determination at <http://www.dir.ca.gov/DLSR/PWD>. CONTRACTOR must post a copy of the prevailing rate of per diem wages at the job site.
 - C. CITY directs CONTRACTOR's attention to Labor Code Sections 1777.5, 1777.6 and 3098 concerning the employment of apprentices by CONTRACTOR or any subcontractor.
 - D. Labor Code Section 1777.5 requires CONTRACTOR or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate

must also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases will not be less than one to five except:

- (1) When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days before the request for certificate, or
 - (2) When the number of apprentices in training in the area exceeds a ratio of one to five, or
 - (3) When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally, or
 - (4) When CONTRACTOR provides evidence that CONTRACTOR employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.
 - (5) CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if CONTRACTOR employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.
 - (6) CONTRACTOR and any subcontractor must comply with Labor Code Sections 1777.5 and 1777.6 in the employment of apprentices.
 - (7) Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations (DIR), ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
- E. CONTRACTOR and its subcontractors must keep an accurate certified payroll records showing the name, occupation, and the actual per diem wages paid to each worker employed in connection with this Agreement. The record will be kept open at all reasonable hours to the inspection of the body awarding the contract and to the Division of Labor Law Enforcement. If requested by CITY, CONTRACTOR must provide copies of the records at its cost.
- F. CONTRACTOR and its subcontractors must comply with Labor Code Sections 1725.5 and 1777.1, including the requirement that registration with the DIR be maintained through the term of the Project. The City may, from time to time, request evidence of current registration.

6. LEGAL HOURS OF WORK: Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this contract, and CONTRACTOR and any subcontractor under it shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

CONTRACTOR shall forfeit, as a penalty to CITY, twenty-five dollars (\$25.00) for each laborer, workman or mechanic employed in the execution of the contract, by him or any subcontractor under it, upon any of the work hereinbefore mentioned, for each calendar day during which the laborer, worker or mechanic is required or permitted to labor more than eight (8) hours in violation of the Labor Code.

7. TRAVEL AND SUBSISTENCE PAY: CONTRACTOR agrees to pay travel and subsistence pay to each worker needed to execute the work required by this Agreement as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

8. CONTRACTOR'S LIABILITY: The City of Malibu and its officers, agents and employees ("Indemnitees") shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work; or for injury or damage to any person or persons, either workers or employees of CONTRACTOR, of its subcontractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the work. CONTRACTOR shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever.

CONTRACTOR will indemnify Indemnitees against and will hold and save Indemnitees harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the work, operation, or activities of CONTRACTOR, its agents, employees, subcontractors or invitees provided for herein, whether or not there is concurrent passive negligence on the part of CITY. In connection therewith:

- a. CONTRACTOR will defend any action or actions filed in connection with any such claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorneys' fees, expert fees and costs incurred in connection therewith.
- b. CONTRACTOR will promptly pay any judgment rendered against CONTRACTOR or Indemnitees covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations or activities of CONTRACTOR hereunder, and CONTRACTOR agrees to save and hold the Indemnitees harmless therefrom.

c. In the event Indemnitees are made a party to any action or proceeding filed or prosecuted against CONTRACTOR for damages or other claims arising out of or in connection with the work, operation or activities hereunder, CONTRACTOR agrees to pay to Indemnitees and any all costs and expenses incurred by Indemnitees in such action or proceeding together with reasonable attorneys' fees.

CONTRACTOR'S obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of CITY under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

So much of the money due to CONTRACTOR under and by virtue of the contract as shall be considered necessary by CITY may be retained by CITY until disposition has been made of such actions or claims for damages as aforesaid.

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. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law.

This indemnity is effective without reference to the existence or applicability of any insurance coverage which may have been required under this Agreement or any additional insured endorsements which may extend to Indemnitees.

CONTRACTOR, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the CONTRACTOR regardless of any prior, concurrent, or subsequent passive negligence by the Indemnitees.

9. THIRD PARTY CLAIMS. In accordance with Public Contracts Code Section 9201, CITY will promptly inform CONTRACTOR regarding third-party claims against CONTRACTOR, but in no event later than ten (10) business days after CITY receives such claims. Such notification will be in writing and forwarded in accordance with the "Notice" section of this Agreement. As more specifically detailed in the contract documents, CONTRACTOR agrees to indemnify and defend the City against any third-party claim.

10. WORKERS COMPENSATION: In accordance with California Labor Code Sections 1860 and 3700, CONTRACTOR and each of its subcontractors will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONTRACTOR, by signing this contract, certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."
11. INSURANCE: With respect to performance of work under this contract, CONTRACTOR shall maintain and shall require all of its subcontractors to maintain insurance as required in the Standard Specifications.
12. ASSIGNMENT: This contract is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights or obligations of either party without the prior written consent of the other shall be void and of no force and effect.
14. INDEPENDENT CONTRACTOR: CONTRACTOR is and shall at all times remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents shall have control of the conduct of CONTRACTOR or any of CONTRACTOR'S employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of CITY.
15. TAXES: CONTRACTOR is responsible for paying all retail sales and use, transportation, export, import, special or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this contract. CONTRACTOR is responsible for ascertaining and arranging to pay them. The prices established in the contract shall include compensation for any taxes CONTRACTOR is required to pay by laws and regulations in effect at the bid opening date.
16. LICENSES: CONTRACTOR represents and warrants to CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to CITY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of CONTRACTOR to practice its profession. CONTRACTOR shall maintain a City of Malibu business license, if required under CITY ordinance.
17. RECORDS: CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining

to this Agreement and such other records as may be deemed necessary by CITY or any authorized representative, and will be retained for three years after the expiration of this Agreement. All such records shall be made available for inspection or audit by CITY at any time during regular business hours.

18. SEVERABILITY. If any portion of these contract documents are declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect provided that it does not frustrate the mutual intent of the parties herein.
19. WHOLE AGREEMENT: This Agreement supersedes any and all other agreements either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this contract acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not contained in this contract shall not be valid or binding. Any modifications of this contract will be effective only if signed by the party to be charged.
20. AUTHORITY: CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party. This Agreement may be modified by written amendment. CITY's City Manager may execute any such amendment on CITY's behalf.
21. NOTICES: All notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

CITY OF MALIBU
23825 Stuart Ranch Road
Malibu, CA 90265
Attn: Robert L. Brager, Public Works Director/City Engineer

CONTRACTOR
J & H Engineering General Contractors, Inc.
4065 Mission Oaks Blvd., Ste. B
Camarillo CA 93012
Attn: Amy McMullen, President

22. DISPUTES. Disputes arising from this contract will be determined in accordance with the contract documents and Public Contracts Code Sections 10240-10240.13.
23. NON-DISCRIMINATION: No discrimination shall be made in the employment of persons in the work contemplated by this Agreement because of race, religion, color, medical condition, sex, sexual orientation, national origin, political affiliation or opinion, or pregnancy or pregnancy-related condition. A violation of this section exposes CONTRACTOR to the penalties provided for in Labor Code Section 1735.
24. NO THIRD PARTY BENEFICIARY. This Contract and every provision herein is for the exclusive benefit of the Contractor and the City and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of the Contractor's or the City's obligations under this Contract.
25. TIME IS OF ESSENCE. Time is of the essence for each and every provision of the Contract Documents.
26. ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.
27. GOVERNING LAW: This Agreement shall be governed by the laws of the State of California, and exclusive venue for any action involving this Contract will be in Los Angeles County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement with all the formalities required by law on the respective dates set forth opposite their signatures.

This Agreement is executed on this ____ day of _____, 2016, at Malibu, California, and effective as of October 24, 2016.

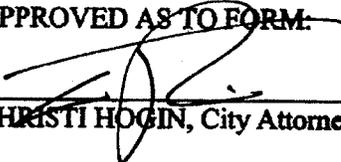
CITY OF MALIBU:

REVA FELDMAN City Manager

ATTEST:

HEATHER GLASER, City Clerk
(seal)

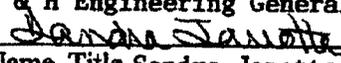
APPROVED AS TO FORM:



CHRISTI HUGIN, City Attorney

CONTRACTOR:

J & H Engineering General Contractors, Inc.



Name, Title Sandra Janotta, Secretary

CONTRACTOR'S State of California License No.
630708

CONTRACTOR'S Business Phone No.

(805) 987-8414

CONTRACTOR'S Emergency Phone No. at which
contractor can be reached at any time

(805) 758-3138 (Matt Bays)

BOND FOR FAITHFUL PERFORMANCE

BOND NO. 2220450

KNOW ALL PERSONS BY THESE PRESENTS:

That we, J & H Engineering General Contractors, Inc. hereinafter referred to as "Contractor" as principal, and North American Specialty Insurance Company hereinafter referred to as "Surety," are held and firmly bound unto the City of Malibu, California, hereinafter referred to as "City", or "Obligee" in the sum of Thirty eight thousand two hundred one & no/100Dollars (\$ 38,201.00), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

This condition of the foregoing obligation is such that:

WHEREAS, said Contractor has been awarded and is about to enter into the annexed Contract with the City of Malibu, California, for the construction of BUS STOP SHELTERS PILOT PROJECT, Specification No. 2063, and is required by said City to give this bond in connection with the execution of said Contract.

NOW, THEREFORE, if said Contractor shall well and truly do and perform all the covenants and obligations of said Contract to be done and performed at the time and in the manner specified herein, then this obligation shall be null and void one year after date of recordation of Notice of Completion by City of the completed work; otherwise it shall be and remain in full force and effect, and Surety shall cause the Contract to be fully performed or to pay to obligee the cost of performing said Contract in an amount not exceeding the said sum above specified, and shall also, in case suit is brought upon this bond, pay to obligee court costs and a reasonable attorney's fee, to be fixed by the court.

BOND FOR FAITHFUL PERFORMANCE (cont'd)

IT IS FUTHER PROVIDED, that any alterations in the work to be done or the material to be furnished shall not in any way release the Contractor or the Surety thereunder, no shall any extension of time granted under the provisions of the Contract release either the Contractor of the Surety; and notice of such alterations or extensions of the Contract is hereby waived by the Surety.

WITNESS our hands this 6th day of October, 2016.

J & H Engineering General Contractors, Inc.

Contractor

By Amy McMullen

Amy McMullen, President

Title

By Sandra Janotta

Sandra Janotta, Secretary

Title

North American Specialty insurance Company

Surety

By Allan Hultgren
Allan Hultgren, Attorney-In-Fact

BOND FOR MATERIAL SUPPLIERS AND LABORERS

Bond #2220450

KNOW ALL PERSONS BY THESE PRESENTS:

That we, J & H Engineering General Contractors, Inc. hereinafter referred to as "Contractor" as principal, and North American Specialty Insurance Company hereinafter referred to as "Surety," are held and firmly bound unto the City of Malibu, California, hereinafter referred to as "City", or "Obligee" in the sum of Thirty eight thousand two hundred one & no/100 Dollars (\$ 38,201.00 _____), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The Condition of the foregoing obligation is such that:

WHEREAS, said Contractor has been awarded and is about to enter into the annexed Contract with the City, for the construction of BUS STOP SHELTERS PILOT PROJECT, Specification No. 2063, and is required by City to give this bond in connection with the execution of said Contract.

NOW, THEREFORE, if the said principal as Contractor in said Contract or subcontractors, fails to pay for any materials, provisions, or its other supplies, or items, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, said Surety will pay for the same in an amount not exceeding the sum specified above, and also, in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any and all persons named in Section 3181 of the Civil Code of the State of California.

BOND FOR MATERIAL SUPPLIERS AND LABORERS (cont'd)

IT IS FURTHER PROVIDED, that any alterations in the work to be done or the material to be furnished, which may be made pursuant to the terms of said Contract shall not in any way release either the Contractor or the Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract release either the Contractor or the Surety; and notice of such alterations or extensions of the Contract is hereby waived by the Surety.

WITNESS our hands this 6th day of October, 2016.

J & H Engineering General Contractors, Inc.

Contractor

By Amy McMullen

Amy McMullen, President

Title

By Sandra Janotta

Sandra Janotta, Secretary

Title

North American Specialty Insurance Company

Surety

By Allan Hultgren
Allan Hultgren, Attorney-In-Fact

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

ALLAN HULTGREN,

and NAOMI GERBER

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



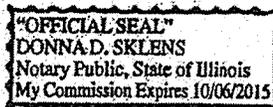
By [Signature]
David M. Layman, Vice President of Washington International Insurance Company
& Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 18th day of December, 2013.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 18th day of December, 2013, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 6th day of October, 2016.

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of Montana

County of Yellowstone



On October 6, 2016 before me, Lucy Normandeau
Date Name and Title of Notary

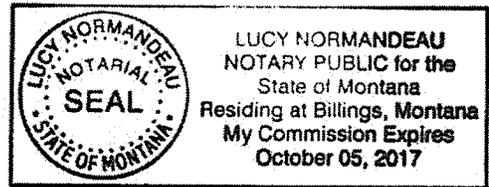
personally appeared Allan Hultgren
Name and or Names of Signer(s)

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

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

Witness my hand and official seal.

Signature Lucy Normandeau
Notary Public Signature
Lucy Normandeau



Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

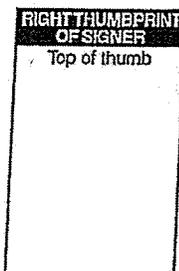
Description of Attached Document

Title or Type of Document _____

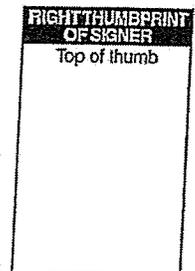
Document Date _____ Number of Pages: _____

Signer's Name: _____

- Individual
 - Corporate Officer – Title(s): _____
 - Partner - Limited General
 - Guardian or Conservator
 - Attorney-in-Fact
 - Trustee
 - Other: _____
- Signer is representing _____



- Individual
 - Corporate Officer – Title(s): _____
 - Partner - Limited General
 - Guardian or Conservator
 - Attorney-in-Fact
 - Trustee
 - Other: _____
- Signer is representing _____



BOND FOR FAITHFUL PERFORMANCE

BOND NO. 2220450

KNOW ALL PERSONS BY THESE PRESENTS:

That we, J & H Engineering General Contractors, Inc. hereinafter referred to as "Contractor" as principal, and North American Specialty Insurance Company hereinafter referred to as "Surety," are held and firmly bound unto the City of Malibu, California, hereinafter referred to as "City", or "Obligee" in the sum of Thirty eight thousand two hundred one & no/100 Dollars (\$ 38,201.00), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

This condition of the foregoing obligation is such that:

WHEREAS, said Contractor has been awarded and is about to enter into the annexed Contract with the City of Malibu, California, for the construction of BUS STOP SHELTERS PILOT PROJECT, Specification No. 2063, and is required by said City to give this bond in connection with the execution of said Contract.

NOW, THEREFORE, if said Contractor shall well and truly do and perform all the covenants and obligations of said Contract to be done and performed at the time and in the manner specified herein, then this obligation shall be null and void one year after date of recordation of Notice of Completion by City of the completed work; otherwise it shall be and remain in full force and effect, and Surety shall cause the Contract to be fully performed or to pay to obligee the cost of performing said Contract in an amount not exceeding the said sum above specified, and shall also, in case suit is brought upon this bond, pay to obligee court costs and a reasonable attorney's fee, to be fixed by the court.

BOND FOR FAITHFUL PERFORMANCE (cont'd)

IT IS FUTHER PROVIDED, that any alterations in the work to be done or the material to be furnished shall not in any way release the Contractor or the Surety thereunder, no shall any extension of time granted under the provisions of the Contract release either the Contractor of the Surety; and notice of such alterations or extensions of the Contract is hereby waived by the Surety.

WITNESS our hands this 6th day of October, 2016.

J & H Engineering General Contractors, Inc.

Contractor

By Amy McMullen

Amy McMullen, President

Title

By Sandra Janotta

Sandra Janotta, Secretary

Title

North American Specialty Insurance Company

Surety

By Allan Hultgren

Allan Hultgren, Attorney-In-Fact

BOND FOR MATERIAL SUPPLIERS AND LABORERS

Bond #2220450

KNOW ALL PERSONS BY THESE PRESENTS:

That we, J & H Engineering General Contractors, Inc. hereinafter referred to as "Contractor" as principal, and North American Specialty Insurance Company hereinafter referred to as "Surety," are held and firmly bound unto the City of Malibu, California, hereinafter referred to as "City", or "Obligee" in the sum of Thirty eight thousand two hundred one & no/100 Dollars (\$ 38,201.00 _____), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The Condition of the foregoing obligation is such that:

WHEREAS, said Contractor has been awarded and is about to enter into the annexed Contract with the City, for the construction of BUS STOP SHELTERS PILOT PROJECT, Specification No. 2063, and is required by City to give this bond in connection with the execution of said Contract.

NOW, THEREFORE, if the said principal as Contractor in said Contract or subcontractors, fails to pay for any materials, provisions, or its other supplies, or items, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, said Surety will pay for the same in an amount not exceeding the sum specified above, and also, in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any and all persons named in Section 3181 of the Civil Code of the State of California.

BOND FOR MATERIAL SUPPLIERS AND LABORERS (cont'd)

IT IS FURTHER PROVIDED, that any alterations in the work to be done or the material to be furnished, which may be made pursuant to the terms of said Contract shall not in any way release either the Contractor or the Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract release either the Contractor or the Surety; and notice of such alterations or extensions of the Contract is hereby waived by the Surety.

WITNESS our hands this 6th day of October, 2016.

J & H Engineering General Contractors, Inc.

Contractor

Amy McMullen
By

Amy McMullen, President

Title

Sandra Janotta
By

Sandra Janotta, Secretary

Title

North American Specialty Insurance Company

Surety

Allan Hultgren
By Allan Hultgren, Attorney-In-Fact

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

ALLAN HULTGREN,

and NAOMI GERBER

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By [Signature]
David M. Layman, Vice President of Washington International Insurance Company
& Vice President of North American Specialty Insurance Company

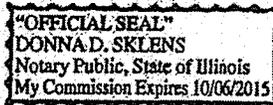
IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 18th day of December, 2013.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook

ss:

On this 18th day of December, 2013, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 6th day of October, 2016.

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of Montana

County of Yellowstone



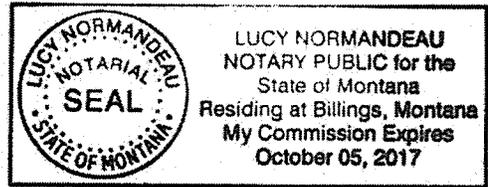
On October 6, 2016 before me, Lucy Normandeau
Date Name and Title of Notary

personally appeared Allan Hultgren
Name and or Names of Signer(s)

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

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

Witness my hand and official seal.



Signature Lucy Normandeau
Notary Public Signature
Lucy Normandeau

Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

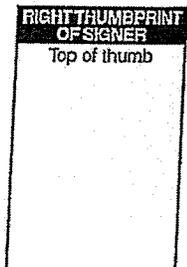
Description of Attached Document

Title or Type of Document _____

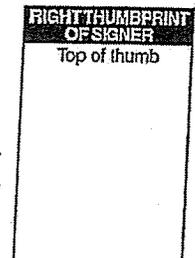
Document Date _____ Number of Pages: _____

Signer's Name: _____

- Individual
- Corporate Officer – Title(s): _____
- Partner - Limited General
- Guardian or Conservator
- Attorney-in-Fact
- Trustee
- Other: _____
Signer is representing _____



- Individual
- Corporate Officer – Title(s): _____
- Partner - Limited General
- Guardian or Conservator
- Attorney-in-Fact
- Trustee
- Other: _____
Signer is representing _____





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/4/2016

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

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

PRODUCER Tolman & Wiker Insurance Services LLC #0E52073 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388	CONTACT NAME: Jessica Yasbek, AINS
	PHONE (A/C, No, Ext): (805) 585-6114 FAX (A/C, No): (805) 585-6214
	E-MAIL ADDRESS: JYasbek@tolmanandwiker.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Travelers Indemnity Company of CT NAIC # 25682
	INSURER B: Travelers Prop Cas Co of Amer 25674
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 16/17 GL/AUTO/UMB/WC REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		X	DT22-CO-766X3615-TCT-16 THIS POLICY CONTAINS AN EXCLUSION FOR ALL OPERATIONS ASSOCIATED WITH WRAP/OCIP WORK	7/13/2016	7/13/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		X	BA 766X3615 16-CNS	7/13/2016	7/13/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			DTSM-CUP-766X3615-TIL-16	7/13/2016	7/13/2017	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	DTJ-UB-766X3615-16	1/1/2016	1/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Bus Stop Shelters Pilot Project, Specification No. 2063, J&H #563. GL/AUTO: The City, its Boards, Officers, Agents and Employees are Additional Insureds as respects to referenced project per forms (GL) CGD316111 and (AUTO) CAT3530215. This insurance is Primary to any other insurance per forms (GL) CGD2460805 and (AUTO) CA00011013. WC: A Waiver of Subrogation is added in favor of Additional Insureds per form WC990376A001. Endorsements apply only as required by current written contract on file.

CERTIFICATE HOLDER

bayala@malibucity.org

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

D Sutton, AAI, AIS/JE

© 1988-2014 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional Insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. - DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

- | | |
|---|--|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE -- LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
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PROVISIONS

A. BROAD FORM NAMED INSURED

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

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

B. BLANKET ADDITIONAL INSURED

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

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

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

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

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

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

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

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

D. EMPLOYEES AS INSURED

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

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

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

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

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

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

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

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

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

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

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

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

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

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

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

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

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

G. WAIVER OF DEDUCTIBLE – GLASS

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

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

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

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

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

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

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

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

J. PERSONAL PROPERTY

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

Personal Property

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

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

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

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

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

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

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

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

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

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

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

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

M. BLANKET WAIVER OF SUBROGATION

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

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – ALL PROJECTS SUBJECT TO A
WRAP-UP INSURANCE PROGRAM
WITH LIMITED EXCEPTIONS FOR CERTAIN ONGOING
OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

1. The following exclusion is added to Paragraph 2., Exclusions, of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

Wrap-up Insurance Programs

"Bodily injury" or "property damage" arising out of any project that is or was subject to a "wrap-up insurance program".

This exclusion does not apply to "bodily injury" or "property damage" arising out of your ongoing operations that:

- (1) Are being performed at any location owned by, or rented to, you that is outside the project site for that project and is not covered by the "wrap-up insurance program" for that project; or
- (2) Are punch list or warranty work, if coverage was available to the insured under the "wrap-up insurance program" for "bodily injury" and "property damage" arising out of your ongoing operations and the "bodily injury" or "property damage" occurs after the expiration of all such coverage.

The exceptions in this exclusion do not apply to "bodily injury" or "property damage" included in the "products-completed operations hazard" even if you are required to provide such coverage for an additional insured by a written contract or agreement.

2. The following is added to the DEFINITIONS Section:

"Wrap-up insurance program" means any agreement or arrangement, including any contractor-controlled, owner-controlled or similar insurance program, under which:

- a. Some or all of the contractors working on a specific project, or specific projects, are required to enroll in a program to obtain insurance that:
 - (1) Includes the same or similar insurance as that provided by this Coverage Part; and
 - (2) Is issued specifically for injury or damage arising out of such project or projects; and
- b. You are or were enrolled or allowed to enroll.

4. Loss Payment -- Physical Damage Coverages

At our option, we may:

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

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

5. Transfer Of Rights Of Recovery Against Others To Us

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

B. General Conditions

1. Bankruptcy

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

2. Concealment, Misrepresentation Or Fraud

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

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

3. Liberalization

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

4. No Benefit To Bailee -- Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any per-

son or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

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

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

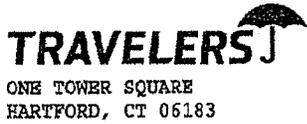
b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

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

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

6. Premium Audit

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



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: DTJ-UB-766X3615-16

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

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

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

Schedule

Person or Organization

Job Description

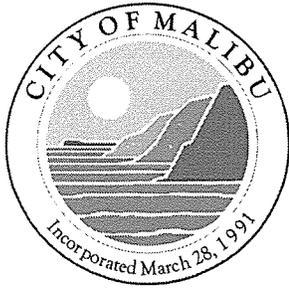
ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

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

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

Endorsement Effective 1/1/2016 Policy No. DTJ-UB-766X3615-16 Endorsement No. Insured J & H Engineering General Contractors, Inc. Premium

Insurance Company Travelers Property Casualty Company of America Countersigned by _____



Council Agenda Report

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

Prepared by: Jennifer Voccola Brown, Senior Environmental Programs Coordinator 

Reviewed by: Craig George, Environmental Sustainability Director 

Approved by: Reva Feldman, City Manager 

Date prepared: October 5, 2016 Meeting date: October 24, 2016

Subject: Memorandum of Understanding for the Integrated Regional Water Management Malibu Comprehensive Water Conservation Project

RECOMMENDED ACTION: Authorize the City Manager to execute a Memorandum of Understanding (MOU) with West Basin Municipal Water District (West Basin) and Los Angeles County Waterworks District No. 29 (Waterworks) regarding the Proposition 84 Integrated Regional Water Management (IRWM) Malibu Comprehensive Water Conservation Project.

FISCAL IMPACT: None. All project funding is provided by the Los Angeles County Flood Control District through a 2015 Proposition 84 Integrated Regional Water Management (IRWM) Implementation Grant.

DISCUSSION: The City is a member of the Greater Los Angeles County (GLAC) IRWM Region. The County of Los Angeles and West Basin are also members of the GLAC and project partners with the City to provide a Comprehensive Water Conservation Project (Project). The Project funds widespread water conservation efforts in Malibu, including individualized assistance, additional incentive programs, installation of smart water meters, and educational programs.

On September 28, 2015, City Council authorized the City Manager to sign an MOU with the Los Angeles County Flood Control District agreeing that the City, as the lead project sponsor for this Project, would pay a cost share associated with preparing the grant application and allocated the funding with the understanding that the City would be reimbursed.

As required by the City's MOU with the Los Angeles County Flood Control District, the attached MOU between West Basin, Waterworks, and the City details each party's responsibilities, and in-kind and cash cost shares of the project. The City will be reimbursed by Waterworks for the grant application fees.

The project will provide a wide-range of resources such as rebates and other incentives to encourage use of rain barrels, cisterns, hot water on demand systems, graywater harvesting systems, classes, conservation devices like drip irrigation kits, educational classes, indoor and outdoor water use surveys, installation of smart water meters, and consultations for program participants.

ATTACHMENT: MOU with West Basin Municipal Water District and Los Angeles County Waterworks District 29 regarding the Proposition 84 IRWM Malibu Comprehensive Water Conservation Project

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF MALIBU, WEST BASIN MUNICIPAL WATER DISTRICT, AND LOS
ANGELES COUNTY WATERWORKS DISTRICT NO. 29, MALIBU REGARDING THE
ADMINISTRATION AND COST SHARING
FOR THE MALIBU COMPREHENSIVE WATER CONSERVATION PROJECT
FUNDED BY A PROPOSITION 84 INTEGRATED REGIONAL WATER MANAGEMENT
GRANT

This Memorandum of Understanding (MOU) is made and entered into as of the date of the last signature set forth below by and between the City of Malibu (CITY), a municipal corporation, and PARTICIPATING AGENCIES (West Basin Municipal Water District (WEST BASIN) and Los Angeles County Waterworks District No. 29, Malibu (WATERWORKS)). Collectively, these entities shall be known herein as "PARTIES" or individually as "PARTY."

WITNESSETH

WHEREAS, in November 2006, the voters of California enacted the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act, (hereinafter referred to as Proposition 84), adding provisions to the California Public Resources Code; and

WHEREAS, Proposition 84 amended the Public Resources Code to include Section 75026 et seq., which authorizes the Legislature to appropriate One Billion and 00/100 Dollars (\$1,000,000,000.00) for Integrated Regional Water Management (hereinafter referred to as "IRWM") projects (water resources-related projects that address water supply, water quality, and habitat/open space needs in a region); and

WHEREAS, the intent of the IRWM concept is to encourage integrated regional strategies for the management of water resources and to provide funding through competitive grants for projects that protect communities from drought, improve water reliability, protect and improve water quality, and improve local water security by reducing dependence on imported water; and

WHEREAS, the California Department of Water Resources (hereinafter referred to as "DWR") issued the 2015 IRWM Grant Program Guidelines and Implementation Grant Proposal Solicitation Package in May 2015 to establish the process and criteria to solicit applications, evaluate proposals, and award Proposition 84 grants under the IRWM Grant Program; and

WHEREAS, the Greater Los Angeles County Region's IRWM Group, which includes the Region's participating local entities, designated Los Angeles County Flood Control District (hereinafter referred to as "LACFCD") as the regional entity to apply for grant funds on behalf of all proposed projects for the Region, through the IRWM process; and

WHEREAS, the implementation grant proposal for the Region included the PARTIES joint project called the Malibu Comprehensive Water Conservation Project (hereinafter referred to as "CWCP"); and

WHEREAS, DWR has indicated that it will award an implementation grant of up to Twenty- Seven Million, Seven Hundred and Forty-Two Thousand, Nine Hundred and Seventy-Five Dollars (\$27,742,975) to the LACFCD on behalf of the Region's Local Project Sponsors (hereinafter referred to as "LPS"); and

WHEREAS, the CWCP has a total project cost of \$1,634,491.50 including \$1,059,260 of DWR grant funding and \$575,231.50 in matching funds from the PARTIES; and

WHEREAS, the PARTIES have agreed to the responsibilities listed in this Agreement and the costs, reimbursements, and in-kind contributions detailed in the Budget in Exhibit A, in order to achieve greater water conservation and water efficiency in the project area as described in the grant agreement with DWR and incorporated herein by reference; and

WHEREAS, the CITY agreed to be the LPS and assumes all responsibilities and liabilities for the CWCP under a Memorandum of Understanding with LACFCD (LACFCD MOU). The CITY will be the entity that ensures invoices and required information, including reports, notices, and notifications are submitted to LACFCD and provides any documentation and information requested or required under LACFCD MOU or the Grant Agreement by LACFCD with respect to the implementation of the CWCP; and

WHEREAS, the CITY paid the grant application fee in the amount of \$15,292.75 to LACFCD for the benefit of the PARTIES with the understanding that this fee will be reimbursed; and

WHEREAS, the CITY may transmit customer utility data to and from the PARTIES as necessary for the CWCP, the City will not be actively utilizing utility customer data for its own purposes and will not maintain such data in the regular course of business.

WHEREAS, the Parties have worked collaboratively to develop and agree upon the project Scope of Work and each Party's task responsibilities.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the PARTIES, and of the promises contained in this MOU, the PARTIES agree as follows:

- (1) Recitals: The recitals set forth above are fully incorporated as part of this MOU.
- (2) Purpose: The purpose of this MOU is to cooperatively fund and implement the CWCP.
- (3) Voluntary: This MOU is voluntarily entered into for the purpose of funding and implementing the CWCP.
- (4) Term: This MOU shall become effective on the last date of execution by a PARTY and shall remain in effect until:
 - a. DWR's final approval date of the grant project; and

- b. The PARTIES have each completed all of the responsibilities listed in this MOU and any amendments thereto; or
 - c. The grant for the CWCP is denied by DWR.
- (5) The CITY shall provide the services and performance as follows:
- a. Act as the LPS, or lead agency, and enter into an agreement with LACFCD to receive funding through the IRWM process.
 - b. CITY staff is designated as the Project Manager per the MOU with LACFCD for the overall project and is ultimately responsible to comply with all terms, provisions and commitments contained in the Grant Agreement.
 - c. Ensure invoices and other required information, including reports, notices and notifications are submitted to LACFCD.
 - d. Ensure that any documentation or information requested or required under this Agreement or the LACFCD MOU is provided with respect to the implementation of the CWCP.
 - e. Receive and distribute reimbursements received from LACFCD to the PARTIES.
 - f. Track in-kind administrative hours and program activities conducted by the CITY, and provide such information to the Program Manager in a format specified by LACFCD for reporting.
 - g. Provide representation for necessary meetings.
 - h. Approve and provide program direction, including assisting with oversight of the Project Manager and Implementation Coordinator.
 - i. Provide incentive-based permit fee waiver or discount for a minimum of twenty five (25) graywater systems; and
 - j. Communicate with the PARTIES, including the Program Manager and Implementation Coordinator.
- (6) WEST BASIN shall provide the services and performance as follows:
- a. Track in-kind administrative hours, project activities, and Labor Compliance Program conducted by WEST BASIN, and provide such information to the Program Manager in a format specified for reporting.

- b. Hire, as necessary, and oversee work of the Program Manager. The Program Manager will conduct tasks in accordance with the Scope of Work or contract with West Basin, and any changes thereto, as approved by all PARTIES in writing.
 - c. Hire, as necessary, and oversee the work of the Implementation Coordinator. The Implementation Coordinator will conduct tasks in accordance with the Scope of Work or contract with West Basin, and any changes thereto, as approved by all PARTIES in writing.
 - d. Hire the Graywater Instructor and coordinate with PARTIES to schedule classes.
 - e. Act as the liaison to arrange and advocate for all available Metropolitan Water District (MWD) programs for member agencies, including California Friendly Landscape Training and turf removal classes.
 - f. Process CWCP rebates that are not provided by MWD program, including hot water on-demand systems, graywater reuse systems, rainwater harvesting cisterns, and any other rebate program discontinued by MWD, but covered by this project, during the term of this agreement.
 - g. Provide outdoor water use surveys through its subcontractor.
 - h. Provide, directly or through a contract, the conservation devices, such as showerheads with thermal shutoff and drip irrigation kits.
 - i. Communicate with the PARTIES, Program Manager, and Implementation Consultant.
- (7) WATERWORKS shall provide the services and performance as follows:
- a. Pay the LACFCD grant preparation fee of \$15,292.75 to the CITY in a timely manner upon being invoiced. WATERWORKS is then eligible for a reimbursement per the budget in Exhibit A.
 - b. Provide turf removal rebate matching funds for up to \$1 per square foot of grass removed and converted to eligible drought tolerant landscaping and a total amount up to \$200,000.
 - c. Work with WEST BASIN to finalize an efficient process to confirm customer accounts, provide the turf rebate funds to participants, and reimburse WEST BASIN for its matching portion of the rebates.
 - d. Purchase and install four hundred (400) smart water meters on customer accounts in the project area.

- e. Track in-kind administrative hours, project activities, and Labor Compliance Program conducted by WATERWORKS, and provide such information to the program manager in a format specified for reporting.
- f. Provide utility information to the CITY to target and inform potential priority participants with above average water consumption.
- g. Direct subcontractor to produce marketing materials, graphic design services, or other media requests for the project.
- h. Provide indoor/outdoor water use surveys through its subcontractor.
- i. Communicate with the PARTIES, Program Manager, and Implementation Consultant.

(8) CITY NON-DISCLOSURE AND INDEMNITY :

- a. The CITY further agrees that WATERWORKS, a Los Angeles County special district, asserts that California Government Code 6254.16 provides that utility customers' information is not subject to the California Public Records Act (hereinafter referred to as "Act") and considers requests for utility data as exempt utility information under the Act and will not release utility information as a public record in accordance with the terms of the Act. The City further agrees that the information will be stored in a manner such that only city employees actively involved with the subject grant project will have access to the information and does not intend to maintain the data in its regular course of business. The Government Code does provide that the District may produce information to another "governmental agency when necessary for the performance of its official duties." See subsection (b) of 6254.16. However, the act of providing this information to the CITY and their agents and assigns, does not make the information a public record, nor does any information produced by WATERWORKS to the CITY, transform into a public record as a result of such production. The Act merely allows the transfer of information between government agencies in furtherance of their official duties. To that end, WATERWORKS will provide the utility information requested, provided that the CITY agree to maintain the confidentiality of the information in accordance with the Act, and indemnify, defend and hold harmless the Los Angeles County Board of Supervisors, Los Angeles County, and the County's respective departments, divisions, special districts, elected officials, employees, agents, predecessors, successors, assigns, attorneys and representatives (hereinafter referred to as "County Indemnites") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising out of or connected with the disclosure, or non-disclosure, of the utility records provided, or any portion thereof or therefrom, unless caused solely by the negligent or willful or intentional acts of the County Indemnites, and their respective agents and representatives. The CITY also

agrees not enter into any settlement of any such liability without the consent of the WATERWORKS being first given..

- b. By signing this Memorandum of Understanding with the Non-Disclosure and Indemnity section, the CITY agrees with WATERWORKS that the aforementioned utility information is confidential under the Act, and that the Non-Disclosure and Indemnity Section 8(a) shall survive the termination of this MOU for all utility information provided to the CITY by WATERWORKS.
- c. Prior to disclosing utility information to WEST BASIN, the CITY agrees to sign a non-disclosure and indemnity agreement with WEST BASIN, substantially similar to Sections 8(a) and 8(b) of this MOU. The CITY and the Malibu City Council may add themselves as additional Indemnitees, but the language indemnifying and holding harmless the County Indemnitees is a requirement prior to any disclosure of any utility information provided by WATERWORKS to the CITY, to WEST BASIN.
- d. The CITY shall also require that WEST BASIN, agree to sign a non-disclosure and indemnity agreement with any consultant, contractor, or agent of WEST BASIN, substantially similar to sections 8(a), 8(b) and 8(c) of this MOU. WEST BASIN may add itself, its Board of Directors, the CITY, and the Malibu City Council, as additional Indemnitees, but the language indemnifying and holding harmless the County Indemnitees is a requirement prior to any disclosure of any utility information by the WEST BASIN to its consultants, contractors or agents.
- e. Notwithstanding anything to the contrary in this agreement, the City shall at all times comply with the requirements of the Act.

(9) WEST BASIN NON-DISCLOSURE AND INDEMNITY

- a. WEST BASIN further agrees to sign a non-disclosure and indemnity agreement with the CITY, as set forth in Section 8(c) of this MOU, in order to obtain customer water use data that will be used internally only by designated project staff, including contract employees or consultants; and
- b. Sign a non-disclosure and indemnity agreement with any consultant, contractor, or agent of WEST BASIN, as set forth in Section 8(d) of this MOU, in order for WEST BASIN to provide customer water use data to WEST BASIN'S consultants, contractors or agents, that will be used internally only; and

(10) THE PARTIES FURTHER AGREE:

- a. That draft reports, notes, memoranda, letters, lists, or any other writing, including emails and other electronic media, that contain personal identifying information that is based on the confidential utility information provided by WATERWORKS shall not be considered

a public record (See Gov. Code section 6254(a)), and that all such personally identifiable information, if any, will be redacted from any draft reports notes, memoranda, letters, lists, or any other writing, including emails and other electronic media, prior to any retention of such documents in the ordinary course of business and prior any release of such information.

- b. To make a full faith effort to cooperate with one another to achieve the purposes of this MOU by providing information about project opportunities, reviewing deliverables, and informing their respective administrators, agency heads, and/or governing bodies of matters associated with this MOU in a timely manner.
- c. To require consultants retained pursuant to this MOU, including Program Manager and Implementation Coordinator, to agree to indemnify, defend, and hold harmless each PARTY, its special districts, elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert fees), arising from or connected with the consultants' performance of its agreement with the relevant PARTY. In addition, each PARTY shall require the consultants to carry, maintain, and keep in full force and effect an insurance policy or policies, and each PARTY, its officers, employees, attorneys, and designated volunteers shall be named as additional insured on the policy(ies) with respect to liabilities arising out of the consultants' work.
- d. Each PARTY agrees to indemnify, defend, and hold harmless each other PARTY, including its special districts, elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the respective acts of each PARTY arising from or related to this MOU; provided, however, that no PARTY shall indemnify another PARTY for that PARTY's own negligence or willful misconduct.
- e. In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the PARTIES hereto, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, shall assume the full liability imposed upon it or any of its officers, agents, or employees, by law for injury caused by any act or omission occurring in the performance of this MOU to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above stated purpose, each PARTY indemnifies, defends, and holds harmless each other PARTY for any liability, cost, or expense that may be imposed upon such other PARTY solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
- f. The PARTIES are, and shall at all times remain as to each other, wholly independent entities. No PARTY to this MOU shall have power to incur any debt, obligation, or

liability on behalf of any other PARTY unless expressly provided to the contrary by this MOU. No employee, agent, or officer of a PARTY shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another PARTY.

- g. Any notices, bills, invoices, or reports relating to this MOU, and any request, demand, statement, or other communication required or permitted hereunder shall be in writing and shall be delivered to the representatives of the PARTIES at the addresses set forth in Exhibit B.
- h. This MOU shall be binding upon and shall be to the benefit of the respective successors, heirs, and assigns of each PARTY; provided, however, neither PARTY may assign its respective rights or obligations under this MOU without the prior written consent of the other PARTIES.
- i. This MOU is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.
- j. If any provision of this MOU shall be determined by any court to be invalid, illegal, or unenforceable to any extent, the remainder of this MOU shall not be affected, and this MOU shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this MOU.
- k. All PARTIES have been represented by counsel in the preparation and negotiation of this MOU. Accordingly, this MOU shall be construed according to its fair language. Any ambiguities shall be resolved in a collaborative manner by the PARTIES and shall be rectified by amending this MOU as described in paragraph 8.m.
- l. Each of the persons signing below on behalf of a PARTY represents and warrants that he or she is authorized to sign this MOU on behalf of such PARTY.
- m. Each PARTY shall have no financial obligation to the other PARTIES of this MOU, except as herein expressly provided.
- n. The terms and provisions of this MOU may not be amended, modified, or waived, except by an instrument in writing signed by all PARTIES.
- o. Early Termination or Withdrawal
 - 1. This MOU may be terminated upon the express written agreement of all PARTIES. If this MOU is terminated, all PARTIES must agree on the equitable redistribution or termination of remaining tasks of the CWCP subject to approval of the LACFCD and DWR. Completed work shall be owned by all PARTIES. Rights to uncompleted work by the Consultant still under contract will be held by the PARTY or PARTIES who fund the completion of such work.

2. A PARTY may withdraw from this MOU upon 60 days written notice to the other PARTIES, subject to any outstanding reimbursements from DWR and LACFCD for work completed prior to the date of its notice of withdrawal. The effective withdrawal date shall be the sixtieth (60th) day after CITY receives the withdrawing PARTY's notice to withdraw from this MOU. CITY shall refund to the withdrawing PARTY any reimbursed funds to the PARTY only upon receipt from LACFCD for tasks invoiced prior to the effective withdrawal date. All PARTIES understand, acknowledge, and agree that withdrawal from this MOU will terminate any responsibility, liability, or obligation of the withdrawing PARTY under this MOU commencing on the effective withdrawal date and that the withdrawing PARTY shall remain liable for its share of any loss, debt, or liability incurred prior to the withdrawal date, and for any work which could not be suspended. Work completed prior to the effective withdrawal date shall be owned by all PARTIES. Rights to the remaining work will be held by the PARTY or PARTIES who fund the completion of such work. Withdrawal from this MOU does not release any PARTY from the obligations set forth in the MS4 Permit. Upon withdrawal, the remaining parties may renegotiate the terms of this MOU and responsibilities of the remaining parties or may agree to terminate this MOU.

IN WITNESS WHEREOF, the PARTIES hereto have caused this MOU to be executed by their duly authorized representatives and affixed as of the date of signature of the PARTIES:

CITY OF MALIBU

By _____
Reva Feldman, City Manager

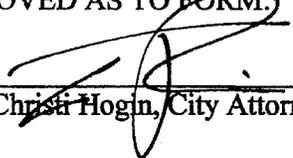
Date

ATTEST:

By _____
Heather Glaser, Acting City Clerk

Date

APPROVED AS TO FORM:

By _____

Chris Hogin, City Attorney

LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 29, MALIBU

By _____
Gail Farber, Director of Public Works

Date

APPROVED AS TO FORM:

Mary C. Wickham
County Counsel

By _____
Michael L. Moore
Principal Deputy County Counsel

Date

WEST BASIN MUNICIPAL WATER DISTRICT

By _____
[INSERT Name, Position]

Date

APPROVED AS TO FORM:

NAME
West Basin Counsel

By _____
Associate

Date

EXHIBIT A

**Malibu Comprehensive Water Conservation Project
Budget and Cost Sharing**

EXHIBIT B

**Malibu Comprehensive Water Conservation Project
Responsible Agencies Representatives**

1. City of Malibu
Environmental Sustainability Department
23825 Stuart Ranch Road
Malibu, CA 92065

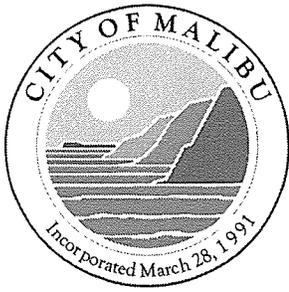
Jennifer Voccola Brown
E-mail: jbrown@malibucity.org
Phone: (310) 456-2489 x 275

2. West Basin Municipal Water District
Department
Address

Contact Name
E-mail:
Phone:

3. Los Angeles County Waterworks District No. 29, Malibu
1000 South Fremont Avenue
Alhambra, CA 91803

Timothy Chen
E-mail: tchen@dpw.lacounty.gov
Phone: (626) 300-3342



Council Agenda Report

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

Prepared by: Jennifer Voccola Brown, Senior Environmental Programs Coordinator 

Reviewed by: Craig George, Environmental Sustainability Director 

Approved by: Reva Feldman, City Manager 

Date prepared: October 5, 2016 Meeting date: October 24, 2016

Subject: Memorandum of Understanding with Los Angeles County Flood Control District for a Comprehensive Water Conservation Project

RECOMMENDED ACTION: Authorize the City Manager to execute a Memorandum of Understanding (MOU) with the Los Angeles County Flood Control District (Flood Control) regarding the Proposition 84 Integrated Regional Water Management (IRWM) Malibu Comprehensive Water Conservation Project (Project).

FISCAL IMPACT: None. All project funding is provided by the Los Angeles County Flood Control District through a 2015 Proposition 84 Integrated Regional Water Management (IRWM) Implementation Grant.

DISCUSSION: The City is a member of the Greater Los Angeles County (GLAC) IRWM Region, wherein the Flood Control is the lead representative on behalf of the region. As a result of a Department of Water Resources (DWR) solicitation for projects under the Proposition 84 IRWM program in spring 2015, Flood Control agreed to oversee the preparation of a grant application for the GLAC region, and the subsequent grant agreement if the region was awarded funding. The City agreed to be a local project sponsor (LPS) in our sub-region and partnered with West Basin and Waterworks on a proposal for Comprehensive Water Conservation Project. The proposal was approved to be included in the GLAC application package.

In August 2015, in addition to funding for projects throughout the region, the application requested funds to implement the Project's widespread water conservation efforts in Malibu, including individualized assistance to property owners, additional incentives and rebates, smart water meters, and educational programs. DWR notified Flood Control in late 2015 that the GLAC application would be awarded funding subject to a grant

agreement. The attached MOU between Flood Control and the City outlines the City's responsibilities as an LPS for receiving the funds as a result of the grant agreement between Flood Control and DWR. One of those responsibilities is the requirement to enter appropriate written agreements with the other project partners to confirm the City's authority as LPS among other provisions to ensure the other partners acknowledge their responsibilities.

STAFF FOLLOW-UP: Upon approval by the City Council, staff will have this MOU fully executed. Additionally, an MOU with Los Angeles County Waterworks District No. 29 and West Basin Municipal Water District detailing the responsibilities of the Project partners will be presented to Council.

ATTACHMENT: MOU with the Los Angeles County Flood Control District regarding the Proposition 84 IRWM Malibu Comprehensive Water Conservation Project

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "Agreement"), is made and entered into as of the date of the last Party signature set forth below between the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (hereinafter referred to as "LACFCD"), and CITY OF MALIBU (hereinafter referred to as "Local Project Sponsor" or "LPS"). LACFCD and LPS are hereinafter referred to as "Parties" or, each individually, as "Party" for the following project(s): Comprehensive Water Conservation Project (hereinafter referred to as "Project(s)"). The requested grant amount for the Project(s) is \$1,059,260.00.

W I T N E S S E T H

WHEREAS, in November 2006, the voters of California enacted the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act, (hereinafter referred to as Proposition 84), adding provisions to the California Public Resources Code; and

WHEREAS, Proposition 84 amended the Public Resources Code to include Section 75026 et seq., which authorizes the Legislature to appropriate One Billion and 00/100 Dollars (\$1,000,000,000.00) for Integrated Regional Water Management (hereinafter referred to as "IRWM") projects (water resources-related projects that address water supply, water quality, and habitat/open space needs in a region); and

WHEREAS, the intent of the IRWM concept is to encourage integrated regional strategies for the management of water resources and to provide funding through competitive grants for projects that protect communities from drought, improve water reliability, protect and improve water quality, and improve local water security by reducing dependence on imported water; and

WHEREAS, the California Department of Water Resources (hereinafter referred to as "DWR") issued Proposition 84 IRWM Grant Program Guidelines for the 2015 IRWM Grant Program Guidelines and Implementation Grant Proposal Solicitation Package (hereinafter referred to as "Guidelines") in May 2015 to establish the process and criteria to solicit applications, evaluate proposals, and award Proposition 84 grants under the IRWM Grant Program; and

WHEREAS, eligible grant recipients under the Guidelines are public agencies defined as a City, County, City and County, District, joint powers authority, State agency or Department, or other political subdivision of the State, and nonprofit organizations defined as any California corporation organized under Sections 501(c)(3), 501(c)(4), or 501(c)(5) of the Federal Internal Revenue Code. Other entities that are part of the regional water management group responsible for applying for the grant may perform work funded by the grant; and

WHEREAS, under the Guidelines, IRWM Implementation grant proposals must be submitted by an IRWM Region that was accepted into DWR's IRWM Grant Program through

the 2009 Region Acceptance Process and must: (1) include projects that are consistent with an adopted IRWM Plan (hereinafter referred to as "Plan"), (2) require project proponents to adopt the Plan or an update to the Plan, (3) describe specific implementation projects for which funding is being requested, and (4) identify matching funding; and

WHEREAS, the Plan for the Greater Los Angeles County Region (hereinafter referred to as "Region"), adopted on December 13, 2006, and updated and approved on August 27, 2014, will facilitate a regional approach to watershed management by establishing collaborative efforts across the watersheds within the Region; and

WHEREAS, the Region was accepted into DWR's IRWM Grant Program through the 2009 Region Acceptance Process in September 2009; and

WHEREAS, the Region's IRWM Group, which includes the Region's participating local entities and the LPSs identified in Exhibit F of the Grant Agreement, designated LACFCD as the regional entity to apply for grant funds on behalf of all proposed projects for the Region, through the IRWM process; and

WHEREAS, the implementation grant proposal for the Region included two (2) separate projects sponsored by the LACFCD and the following local entities, solely or jointly, (the projects are identified in Exhibit F to the Grant Agreement between DWR and LACFCD, which Grant Agreement, including all Exhibits thereto, is attached hereto and incorporated herein as Attachment A): Gateway Water Management Authority (four separate projects); City of Malibu; Las Virgenes Municipal Water District; Mountains Restoration Trust; City of Calabasas; City of Inglewood; City of Torrance; City of Palo Verdes Estates; National Forest Foundation; The River Project; City of Glendale; Crescenta Valley Water District; City of Monterey Park; and County of Los Angeles; and

WHEREAS, for IRWM projects funded under the implementation grant that will be implemented with the participation of more than one entity, it is the intention of the Parties that the LPS will be a single entity that is responsible for implementation of the Project(s) and which has the authority to enter into this Agreement on behalf of all entities participating in the Project(s); and

WHEREAS, LPS assumes all responsibilities and liabilities for the Project(s) under this Agreement (including the Grant Agreement responsibilities allocated to LPS under this Agreement). LPS will be the entity that invoices LACFCD, submits required information, including reports, notices and notifications, to LACFCD and provides any documentation and information requested or required under this Agreement or the Grant Agreement by LACFCD with respect to the implementation of the Project(s). In the event that the Project(s) will be implemented by more than one entity, LPS shall ensure that it has entered into appropriate written agreement(s) with each of the other Project-implementing entities to confirm the authority of LPS to enter into this Agreement on their behalf, and shall ensure that each of the other Project-implementing entities agrees to defend, indemnify and hold harmless LACFCD to the same extent as the LPS provides to LACFCD in this AGREEMENT. Further, each entity

participating in a Project acknowledges full responsibility for the implementation of the Project(s), including all responsibilities identified in this Agreement as well as the Grant Agreement and commits to the fulfillment of their respective obligations with respect to the Project(s). As to LACFCD, LPS remains solely responsible for all aspects of the Project(s); and

WHEREAS, DWR has indicated that it will award an implementation grant of up to Twenty-Seven Million, Seven Hundred and Forty-Two Thousand, Nine Hundred and Seventy-Five Dollars (\$27,742,975.00) to the LACFCD on behalf of the Region's LPSs; and

WHEREAS, DWR has indicated that it will enter into an agreement (hereinafter referred to as Grant Agreement) with LACFCD, for the administration of the implementation grant funds with respect to the nineteen (19) projects, including LPS's Project(s); and

WHEREAS, LPS desires that LACFCD execute the anticipated Grant Agreement with DWR and perform the role of Grantee therein on LPS's behalf so that LPS can receive and benefit from the Proposition 84 grant funds for its Project(s) in the amount to be identified in Exhibit B to the Grant Agreement; and

WHEREAS, LACFCD and LPS desire to enter into this Agreement to clarify their respective responsibilities with respect to the anticipated grant from DWR and the Parties' responsibilities pursuant to the Grant Agreement; specifically, the Parties intend that LACFCD's role will be to administer the grant funding and submit documentation required under the Grant Agreement to DWR on behalf of LPS, for which LACFCD will be reimbursed pursuant to this Agreement. LPS will be responsible for all other activities required under the Grant Agreement related to its Project(s), including, but not limited to construction, monitoring, Project management, operations and maintenance and legal compliance; and

WHEREAS, the LPS was awarded a project grant of \$1,059,260.00; and

WHEREAS, the LPS previously agreed to pay LACFCD \$15,292.75 for the cost of preparing and processing the LPS's grant application(s) for its project(s). LPS's grant budget includes a line item for this cost; and

WHEREAS the Parties acknowledge that LACFCD will not approve any aspect of the Project(s) or provide any resources related to implementation of the Project(s) outside of grant funding, if any, which is provided to LACFCD from DWR, specifically for the Project(s).

NOW, THEREFORE, LACFCD and LPS hereby agree as follows:

LACFCD'S RESPONSIBILITIES

Section (1) LACFCD AGREES TO, for as long as the Grant Agreement remains in effect:

- (1) Provide staff to oversee grant administration, manage grant funds and provide Project oversight as related to the grant.
- (2) Establish an independent account to manage the grant funds for each Project and provide

-
- routine updates to the LPS of balance and activities of each account.
- (3) Receive from LPS and submit to DWR the reports and information prepared and provided by LPS for each Project as requested by LACFCD and/or as required under the Grant Agreement.
 - (4) LACFCD may execute amendments to the Grant Agreement on behalf of LPS, upon written request and approval by LPS and after LPS negotiates with DWR.
 - (5) Process grant reimbursement requests submitted by LPS, including, submission of such requests to DWR and, only upon receipt of funds from DWR related to the invoices submitted, provide reimbursement to LPS within thirty (30) days of receipt by LACFCD of funds from DWR.
 - (6) Submit grant reimbursement request(s) to DWR, for a total amount not to exceed two-and-one-half percent (2.5%) of the Grant Amount to justify LACFCD's grant administrative costs, management, and project oversight efforts with respect to the IRWM grant, as authorized by DWR and pursuant to Section (2)(8).

LPS'S RESPONSIBILITIES

Section (2) LPS AGREES TO:

- PROPOSAL 842015
- (1) Retain sole and full responsibility for all aspects of LPS's Project(s) as identified in the Grant Agreement, including any approved amendments, including, but not limited to: planning, design, review and approval of plans, specifications, bid documents and construction documents, implementation; construction; management; Project oversight; monitoring; inspections; operation and maintenance; submission of Project reimbursement billing requests; provision of reports, notifications and notices; compliance with all legal requirements related to the Project(s) such as lead agency responsibilities, and all other applicable local, State and Federal statutes and regulations related to the Project(s) for the lifetime of the Project(s) notwithstanding any early termination of this Agreement.
 - (2) Plan, design, construct, and continuously operate and maintain LPS's Project(s) pursuant to LPS's Work Plan as identified in Exhibit A to the Grant Agreement. LPS agrees to notify LACFCD and receive LACFCD's written approval as well as that of DWR in advance of implementing any proposed changes to LPS's Project(s), including proposed future changes to the Work Plan.
 - (3) Comply with all terms, provisions and commitments contained in the Grant Agreement, including all exhibits and attachments thereto, applicable to LPS or to LACFCD as Grantee or to representatives of Grantee under the Grant Agreement, whether or not herein specifically referenced, (with the exception of responsibilities identified in Section (1)(1) above which are solely responsibilities of LACFCD) for the lifetime of the Project(s). The Parties agree that responsibilities of LPS, Grantee, representatives of Grantee or activities for which LACFCD (as Grantee) and LPS may be listed as jointly

responsible under the Grant Agreement, shall remain the sole responsibility of LPS, with the exception of activities herein listed as LACFCD'S RESPONSIBILITIES.

- (4) Comply with all applicable environmental requirements pertaining to the Project(s), including but not limited to the California Environmental Quality Act (CEQA), the State CEQA Guidelines and, if applicable, the National Environmental Policy Act (NEPA). Submit documents that satisfy the CEQA and NEPA process as well as any mitigation agreements, and environmental permits, including but not limited to DWR's Environmental Information Form. LACFCD is not responsible for any aspect of environmental compliance with respect to the Project(s), including any proposed future changes to LPS's Project(s), and no Project may be implemented absent LPS's compliance with CEQA and other environmental laws and regulations. Prior to submission of each invoice to LACFCD under this Agreement, LPS must submit written confirmation to LACFCD, in a format to be specified by LACFCD, that it has complied with all requirements of the Grant Agreement, including, but not limited to compliance with CEQA and, as applicable, NEPA for LPS's Project(s), including all work covered under the invoice, and shall provide appropriate evidence of its compliance. In addition, LPS agrees to submit written confirmation of CEQA and applicable NEPA compliance prior to implementing any future changes to its Project(s).
- (5) Demonstrate availability of funds to complete the Project by submitting the most recent three (3) years of audited financial statements and provide cost share funding match for the LPS's Project in the amount identified in Exhibit B of the Grant Agreement.
- (6) Ensure that any and all permits, licenses and approvals required for its Project(s) are obtained in a timely manner and maintained in effect as legally required.
- (7) Submit not more than one reimbursement request per month to LACFCD, in the format specified by LACFCD, executed by an authorized individual at LPS who is knowledgeable of the information and certifies and warrants the accuracy of the information contained in the reimbursement request.
- (8) Allow LACFCD to be reimbursed by DWR in an amount not to exceed two-and-one-half percent (2.5%) percent of the Grant Amount for grant administrative costs, management, and project oversight efforts with respect to the IRWM. LPS thereby agrees that it will be reimbursed ninety-seven-and-one-half percent (97.5%) of the Grant Amount by LACFCD under this Agreement.
- (9) Prepare, provide and ensure accuracy of all deliverables, reports, documentation, notifications, notices and information related to the Project(s) as required under the Grant Agreement and/or requested by LACFCD to assist LACFCD and to enable LACFCD or LPS to provide information required under the Grant Agreement to DWR in a prompt and timely manner, in accordance with the provisions of the Grant Agreement.
- (10) Inform DWR and the LACFCD of any material changes related to the Project(s) as soon as possible including but not limited to, the progress of construction, Project budget(s), and Project benefits, through reporting process or other methods established by DWR

and/or the LACFCD.

- (11) Repay the LACFCD any amount owed to DWR within 30 days of written notification, if for any reason DWR determines that LPS's Project(s) is no longer entitled to grant funds.
- (12) Provide regular and ongoing inspections of construction work in progress and be responsible to keep work under control. Authorize LACFCD to inspect the Project(s), at LACFCD's discretion, to review the progress of the Project(s).
- (13) Accept all liabilities and hold LACFCD legally and financially harmless if it is determined by court of law that LPS's allocation and use of the grant and matching funds is in violation of any applicable statutes, regulations, ordinances, guidelines, or requirements, including, but not limited to, grant requirements, and/or requirements governing contracting, and subcontracting, unless such violation(s) is due to LACFCD's active negligence or willful misconduct.
- (14) Accept sole responsibility for persons performing work related to the Project(s), including, but not limited to, employees, contractors, subcontractors, suppliers and providers of services.
- (15) Accept sole responsibility for any and all disputes arising out of contracts for implementation of the Project(s), including, but not limited to, payment disputes involving representatives of LPS, contractors and subcontractors. LPS acknowledges that LACFCD will not mediate or be involved with disputes between LPS and any other entity concerning responsibility for performance of work related to the Project(s).
- (16) Comply with all Basic Conditions, conditions for disbursement, Continuing Eligibility requirements, and Standard Conditions set forth in the Grant Agreement at all times.
- (17) Designate in writing a Project Manager with the full authority to act on behalf of LPS on any matter related to the Project(s), and advise LACFCD and DWR immediately in writing of any change in Project Manager.

Section (3) TERMINATION OF AGREEMENT

- (1) This Agreement shall remain in effect while the Grant Agreement or any provision of the Grant Agreement remains in effect. LPS's indemnification will remain in effect for the lifetime of the Project(s). Following termination of the Grant Agreement, LPS shall remain solely responsible for any liability, costs or expenses related to its Project(s), including any request for repayment by DWR related to LPS's Project(s) and/or any other costs, fees and/or penalties, such as costs related to allegations of default under Section 14 of the Grant Agreement, which may be asserted against LACFCD by DWR related to the LPS's Project(s). LPS acknowledges that in no event shall LACFCD be responsible for any liability, costs, or expenses related to LPS's Project(s) or for the performance of work on, or the operation or maintenance of, the completed Project(s) as a result of the termination of the Grant Agreement or for any other reason.

Section (4) GENERAL INDEMNIFICATION

- (1) LPS shall indemnify, defend, and hold harmless LACFCD, the County of Los Angeles, Special Districts for which the Board of Supervisors for the County of Los Angeles and LACFCD acts as the governing body, elected and appointed officers, employees and agents from and against any and all liability, including, but not limited to, defense costs, demands, claims, allegations of default or breach of the Grant Agreement or this Agreement, actions, fees, costs and expenses (including attorney and expert witness fees) arising from or relating to: acts or omissions of the LPS related to its Project(s) and/or any acts or omissions of LACFCD made on behalf of or for the benefit of LPS pursuant to this Agreement, including, but not limited to, LACFCD's actions or activities in administering the grant funding and other LACFCD responsibilities set forth in Section (1)(1), but not including any acts or omissions of the LACFCD that involve the LACFCD's active negligence or willful misconduct. LPS liability arising from the active negligence or willful misconduct of LACFCD is excluded under this paragraph. This indemnity section shall remain in effect while the Grant Agreement, or any of its terms, is in effect and shall survive the termination, for any reason, of the Grant Agreement or this Agreement and shall remain in effect during the lifetime of the Project(s).
- (2) LACFCD shall indemnify, defend, and hold harmless LPS, its successors and assigns, officials, officers, employees, agents and those LPS agents serving as independent contractors in the role of LPS officials or officers from and against any and all liability, including, but not limited to, defense costs, demands, claims, allegations of default or breach of the Grant Agreement or this Agreement, actions, fees, costs and expenses arising from or relating to: LACFCD's active negligence or willful misconduct in its performance of LACFCD's RESPONSIBILITIES under this Agreement. This indemnity section shall remain in effect while the Grant Agreement, or any of its terms, is in effect and shall survive the termination, for any reason, of the Grant Agreement or this Agreement.
- (3) If, for whatever reason, DWR fails to fund any part of the grant commitment related to the Project(s), LPS shall hold LACFCD harmless for that failure to fund and shall not seek any funding from LACFCD other than funds actually provided by DWR to LACFCD and specifically identified for LPS's Project(s). If, for whatever reason, DWR demands repayment of any part of the grant commitment related to the Project(s), LPS shall indemnify, defend, and hold LACFCD harmless for that repayment demand and shall not seek any funding from LACFCD in connection therewith.
- (4) LPS shall comply with the requirements set forth in CEQA and the CEQA Guidelines for its Project(s). LPS is ultimately and solely responsible for compliance with all applicable CEQA and NEPA requirements, including any mitigation measures required for the Project(s). LPS shall indemnify, defend, and hold harmless LACFCD, the County of Los Angeles, Special Districts for which the Board of Supervisors for County of Los Angeles and LACFCD acts as the governing body, elected and appointed officers, employees, and agents from and against any and all claims and/or actions related to the Project(s) that may be asserted by any third party or public agency alleging violations of CEQA or the CEQA Guidelines, NEPA and/or other Federal, State, and local environmental laws,

rules, and regulations, guidelines, and requirements for the Project(s). This indemnity section shall remain in effect while the Grant Agreement, or any of its terms, is in effect and shall survive the termination, for any reason, of the Grant Agreement or this Agreement and shall remain in effect during the lifetime of the Project(s).

Section (5) CHILD SUPPORT LAWS

(1) LACFCD's Policy on Child Support Laws

LPS acknowledges that LACFCD places a high priority on the enforcement of child support laws and the apprehension of child support evaders. LPS understands that it is LACFCD's policy to encourage all LACFCD contractors to voluntarily post LACFCD'S Los Angeles Most Wanted: Delinquent Parents List, in a prominent position at LPS's place of business.

(2) Child Support Compliance Program

As required by LACFCD's Child Support Compliance Program (County Code Chapter 2.200), LPS shall maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653) and California Unemployment Insurance Code Section 1088.5, and shall implement lawfully served Wage and Earnings Withholding Orders or District Attorney Notice of Wage Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure, Section 706.031 and Family Code, Section 5246(b).

(3) Termination for Noncompliance with Child Support Requirements

LPS shall maintain compliance with requirements of LACFCD's Child Support Compliance Program as certified in LPS's Child Support Compliance Program Certification and as set forth in this Agreement. Failure of LPS to maintain compliance with these requirements will constitute a default under this Agreement. Failure to cure such a default within ninety (90) days of notice by LACFCD shall be grounds upon which LACFCD may give notice of termination and terminate this Agreement.

Section (6) NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

- (1) LPS shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

Section (7) PROHIBITION AGAINST USE OF CHILD LABOR

(1) LPS shall:

- (a) Not knowingly sell or supply to LACFCD any products, goods, supplies or other

personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment; and,

- (b) Upon request by LACFCD, identify the country/countries of origin of any products, goods, supplies, or other personal property LPS supplies to LACFCD; and,
 - (c) Upon request by LACFCD, provide to LACFCD the manufacturer's certification of compliance with all international child labor conventions.
- (2) Should LPS discover that any products, goods, supplies, or other personal property sold or supplied by LPS to LACFCD are produced in violation of any international child labor conventions, LPS shall immediately provide an alternative, compliant source of supply.
 - (3) Failure by LPS to comply with provisions of this section will be grounds for immediate suspension or termination of this Agreement.

Section (8) TERMINATION FOR IMPROPER CONSIDERATION

- (1) LACFCD may, by written notice to LPS, immediately terminate the right of LPS to proceed under this Agreement if it is found that consideration, in any form, was offered or given by LPS, either directly or through an intermediary, to any LACFCD officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to LPS performance pursuant to this Agreement. In the event of such termination, LACFCD shall be entitled to pursue the same remedies against LPS as it could pursue in the event of default by LPS.

LPS shall immediately report any attempt by a LACFCD officer or employee to solicit such improper consideration. The report shall be made either to LACFCD manager charged with the supervision of the employee or to the Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel, entertainment, or tangible gifts.

Section (9) NOTIFICATION

- (1) Any notices, bills, invoices, or reports relating to this Agreement, and any request, demand, statement or other communication required or permitted hereunder shall be in writing and
 - (a) shall be delivered to the representatives of the Parties at the addresses set forth below, except that any Party may change the address for notices by giving the other Party at least ten (10) days written notice of the new address:

LACFCD:
Russ Bryden, Principal Engineer
Watershed Management Division
Los Angeles County Flood Control District
County of Los Angeles Department of Public Works
900 South Fremont Avenue
Alhambra, CA 91803-1331

LPS:
Jennifer Voccola Brown, Senior Environmental Programs Coordinator
City of Malibu
23825 Stuart Ranch Road
Malibu, California 90265

- (b) or when LACFCD establishes a process to electronically upload some of the above stated information via the Web, the LPS shall submit the information accordingly as directed by LACFCD.

Section (10) MUTUAL COVENANTS

- (1) Governing Law: This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.
- (2) Amendment: No variation, modification, change, or amendment of this Agreement shall be binding upon any Party unless such variation, modification, change, or amendment is in writing and duly authorized and executed by both Parties. This Agreement shall not be amended or modified by oral agreements or understandings between the Parties or by any acts or conduct of the Parties. Notwithstanding the above, the Parties agree that any amendment to the Grant Agreement (including any amendment to LPS's grant amount and corresponding change to the dollar amount of LACFCD's 2.5 percent administrative fee) shall become part of this Agreement upon the provision of written notice to the LPS without the necessity of further written agreement between the Parties absent the immediate provision of written objection by LPS to LACFCD.
- (3) Entire Agreement: This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings.
- (4) No Third Party Beneficiary/Successors and Assigns: This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. No other person shall have any right of action based upon any provisions of this Agreement.
- (5) Waiver: No waiver of any breach or default by any Party shall constitute a waiver of any other breach or default, nor shall any such waiver constitute a continuing waiver. Failure of any Party to enforce at any time or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be

-
- cumulative and additional to any other remedies in law or equity.
- (6) Covenant: All provisions of this AGREEMENT, whether covenants or conditions, on the part of LPS shall be deemed to be both covenants and conditions.
 - (7) Interpretation: All Parties have been represented by counsel in the preparation and negotiation of this Agreement. Accordingly, this Agreement shall be construed according to its fair language and any ambiguities shall not be resolved against the drafting Party simply by virtue of having drafted the ambiguous provision.
 - (8) Assignment: No Party shall assign this Agreement or any of such Party's interest, rights, or obligations, under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld except that any Party may assign the Agreement, or any part thereof, to any successor governmental agency performing the functions of the assigning Party as its successor.
 - (9) Manner of Execution: The Agreement may be executed simultaneously in counterpart, each of which shall be deemed an original, but together, shall constitute but one and the same instrument.
 - (10) Relationship of Parties: The Parties are, and at all times shall remain as to each other, wholly independent entities. No Party to this Agreement shall have the power to incur any debt, obligation, or liability on behalf of any other Party unless expressly provided to the contrary by this Agreement. No employee, agent, or officer of a Party shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another Party.
 - (11) Successors: This Agreement shall be binding upon and shall insure to the benefit of the respective successors, heirs and assigns of each Party.

Section (11) NEGATION OF PARTNERSHIP

- (1) Nothing in this Agreement shall be construed to render LACFCD in any way or for any purpose a partner, joint venturer, or associate in any relationship with LPS, nor shall this Agreement be construed to authorize either Party to act as agent for the other Party unless expressly provided in this Agreement.

Section (12) SAVINGS CLAUSE

- (1) If any provision or provisions of this Agreement shall be determined by any court to be invalid, illegal or unenforceable to any extent, the remainder of the Agreement shall continue in full force and effect and this Agreement shall be construed as if the invalid, illegal or unenforceable provision(s) had never been contained in this Agreement.

Section (13) AUTHORITY TO ENTER INTO AGREEMENT

- (1) Each of the persons signing below on behalf of a Party represents and warrants that he or she is authorized to sign this Agreement on behalf of such Party.

—
Section (14) LACFCD LOBBYISTS

- (1) Each LACFCD lobbyist, as defined in the Los Angeles County Code Section 2.160.010, retained by LPS shall be in full compliance with Chapter 2.160 of the Los Angeles County Code. LPS's signature on the Agreement is its certification that it is in full compliance with Chapter 2.160. Failure on the part of any LACFCD lobbyist retained by LPS to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which LACFCD may immediately terminate or suspend this Agreement.

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PROP842015

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers, duly authorized by the LPS on _____, 2016, and by the LACFCD on _____, 2016

**LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT**

By _____
GAIL FARBER
Chief Engineer

Date

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Deputy

Date

CITY OF MALIBU

REVA FELDMAN
City Manager

Date

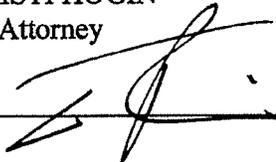
ATTEST:

By _____
HEATHER GLASER
Acting City Clerk

Date

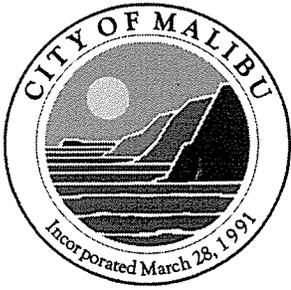
APPROVED AS TO FORM:

CHRISTI HOGIN
City Attorney

By  _____

10/13/16

Date



Council Agenda Report

City Council Meeting
10-24-16

**Item
4.A.**

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

Prepared by: Adrian Fernandez, Senior Planner *af*

Reviewed by: Bonnie Blue, Planning Director *BB*

Approved by: Reva Feldman, City Manager *RF*

Date prepared: October 5, 2016

Meeting Date: October 24, 2016

Subject: Beachfront and Non-Beachfront Lots Development Standards

RECOMMENDED ACTIONS: 1) Adopt Resolution No. 16-45 initiating amendments to Title 17 of the Malibu Municipal Code (MMC) and Local Coastal Program (LCP) to consider adding definitions for beachfront and non-beachfront lots and adding development standards for non-beachfront lots that are located along the shore; and 2) Direct the Planning Commission to schedule a public hearing for review and recommendation to the City Council regarding MMC and LCP amendments.

FISCAL IMPACT: None.

DISCUSSION: The MMC and LCP provide distinct development standards for beachfront and non-beachfront lots. Beachfront lots are exempt from limits on total development square footage and impermeable coverage, and do not require a site plan review approval for height over 18 feet. However, neither the MMC nor the LCP defines what constitutes a beachfront lot or a non-beachfront lot.

On December 12, 2005, the City Council adopted Resolution No. 05-58 to initiate a Zoning Text Amendment (ZTA) to consider a definition for beachfront lots. In 2006, the Planning Commission considered definitions for "beachfront lot" and "non-beachfront lot" and made the following recommended definitions to the City Council:

"Beachfront Lot" means any parcel of land that meets the following criteria: (1) one of the exterior boundary lines of the subject site is the Pacific Ocean or a mean high tide line of the Pacific Ocean; and (2) the property is not designated on the official Zoning Map as Rural Residential.

“Non-beachfront Lot” means any parcel of land not meeting the criteria for beachfront lot.

The ZTA was never scheduled for Council consideration and the definitions have never been codified. However, staff has used the definitions as an informal interpretation and has applied non-beachfront development standards to all Rural Residential (RR) zoned lots.

Per the City’s zoning maps, there are many parcels located along the shore which do not have a “beachfront” designation. Out of all residential land use districts in the LCP and MMC, only the Multi-Family Beachfront (MFBF) zone contains the term “beachfront”. This makes it unclear when to apply beachfront standards to other zones that are located on the beach.

For example, while it is clear that beachfront standards should apply to MFBF zoned lots, the Multi-Family (MF) zoning district is a distinct district from MFBF, with a 20,000 square foot minimum lot size, compared to 5,000 square feet for MFBF lots. Since 2008, staff has prepared two pre-applications reviews dealing with MF zoned lots located on the beach and which development standards should apply. These pre-application reviews concluded that, like RR zoned lots, non-beachfront development standards would apply. This conclusion was based in part on the larger minimum lot size for this zoning designation and the fact that the two lots in question had lot areas in excess of 30,000 square feet.

On April 26, 2016, staff presented the proposed ZTA and LCPA to the Zoning Ordinance Revisions and Code Enforcement Subcommittee (ZORACES) for comments. ZORACES recommended that staff should proceed with the definitions for beachfront and non-beachfront lots and create standards for non-beachfront lots where the development may be located along the shore. Examples of these proposed standards include:

- Specifying that height of buildings on the beach be measured from the recommended finished floor elevation or existing grade, whichever is higher;
- Specifying use of a stringline “endpoint” or the 10 foot mean high tide line, whichever is more restrictive, and/or limiting the total building footprint for the rear yard setback¹; and
- When there is no surrounding development abutting the beach that is located within a 500-foot radius, establish a limit for the total depth of the building footprint of 40 feet and for decks/balconies to six feet seaward of the established building rear yard setback/stringline.

¹ A stringline end point is determined by taking the nearest corner of a downcoast or upcoast residence and drawing a parallel line to the road across the subject property.

As mentioned before, the City Council only initiated a ZTA and did not approve an amendment to the LCP. However, given that the ZTA remained inactive since 2006 and an amendment to the LCP had not been initiated, staff recommends that the City Council considers initiations for both the ZTA and LCPA.

SUMMARY: Pending Council direction, staff will prepare the draft amendments for consideration and will publish a Notice of Availability pursuant to LCP Local Implementation Plan Section 19.3. The amendments will be presented in a public hearing before the Planning Commission. Based on the Planning Commission's recommendation, the amendments will then be presented to the City Council, followed by a submittal to the California Coastal Commission for processing.

ATTACHMENT: Resolution No. 16-45

RESOLUTION NO. 16-45

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MALIBU INITIATING AMENDMENTS TO TITLE 17 OF THE MALIBU MUNICIPAL CODE AND TO THE LOCAL COASTAL PROGRAM TO CONSIDER ADDING DEFINITIONS FOR BEACHFRONT AND NON-BEACHFRONT LOTS AND ADDING DEVELOPMENT STANDARDS FOR LOTS THAT ARE LOCATED ALONG THE SHORE

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

SECTION 1. Recitals.

- A. On December 5, 2005, the City Council adopted Resolution No. 05-58 initiating amendments to Title 17 of the Malibu Municipal Code (MMC) regarding the definition of beachfront lots and directing the Planning Commission to schedule a public hearing regarding Zoning Text Amendment (ZTA) No. 05-007.
- B. On November 7, 2006, the Planning Commission adopted Resolution No. 06-89 recommending that the City Council approve ZTA No. 05-007 amending Title 17 of the MMC Sections 17.02.060 (Definitions) and 17.40.040 (Residential Development Standards) to clarify the definition of beachfront development.
- C. Since 2006, City staff has not scheduled a public hearing before the City Council to adopt the ZTA but used the definitions as an informal interpretation and has applied non-beachfront development standards to all Rural Residential zoned lots.
- D. In 2016, due to pending applications requiring a codified application of the subject definitions, on April 16, 2016, staff presented the ZTA to the Zoning Ordinance Revisions and Code Enforcement Subcommittee. The recommendations made by ZORACES include amending the Local Coastal Program (LCP) which was not previously included in City Council Resolution No. 05-58. Given the lapse in time since the ZTA initiation, the subject initiation includes amendments to both the MMC and LCP.

SECTION 2. Initiation.

Pursuant to MMC and LCP Local Implementation Plan (LIP) Section 19.2.1, the City Council hereby initiates amendments to the MMC and LCP, and directs staff to issue a Notice of Availability consistent with LIP Section 19.3.1 to consider adding definitions for beachfront and non-beachfront lots and adding development standards for lots that are located along the shore.

SECTION 3. Planning Commission Hearing.

The Planning Commission is hereby directed to conduct a duly noticed public hearing in accordance with the provisions of LIP Chapter 19 no earlier than six weeks from the date of mailing of the Notice of Availability. Following the public hearing, the Planning Commission shall recommend to the City Council whether it should approve, modify, or reject the amendments. The Planning Commission's recommendation shall be made by resolution carried by the affirmative vote of not less than the majority of the entire Planning Commission.

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

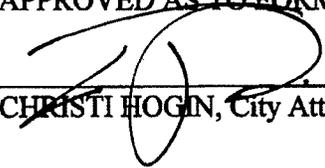
PASSED, APPROVED, and ADOPTED this 24th day of October 2016.

LOU LA MONTE, Mayor

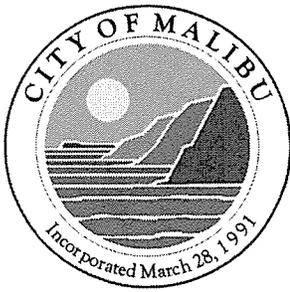
ATTEST:

HEATHER GLASER, City Clerk
(seal)

APPROVED AS TO FORM:



CHRISTI HOGN, City Attorney



Council Agenda Report

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

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

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

Approved by: Reva Feldman, City Manager 

Date prepared: October 6, 2016 Meeting date: October 24, 2016

Subject: Pavement Management Plan Update

RECOMMENDED ACTION: 1) Review the updated Pavement Management Plan; and
2) Provide direction to staff regarding implementation of the Plan.

FISCAL IMPACT: There is no fiscal impact with the recommended action. Funding for the Fiscal Year 2016-2017 Annual Street Overlay Project was included in the Adopted Budget for Fiscal Year 2016-2017 in Account No. 310-9002-7902 (Annual Street Overlay Project).

DISCUSSION: The City has approximately 45 centerline miles of city-owned streets. At a cost of about \$5 per square foot, the replacement value of this street system is approximately \$42,000,000. In order to preserve this valuable asset and to maximize the funds used to maintain it, updates to the Pavement Management Plan are needed.

Pavement Management Plans have proven to be useful tools for developing street maintenance strategies. They provide data which enables the City to plan and budget maintenance funds more effectively and provide a way for staff to prioritize capital street maintenance projects by incorporating the data into a citywide long-term Pavement Management Plan. Pavement management plans also provide a data base for identifying the type of rehabilitation a project requires and also serve to maintain eligibility for Proposition C Funds and other transportation grant programs.

The City obtained its first computer-based pavement management plan program in 1995. In 2008, a new Pavement Management Plan was created. The new plan was created using a computer-based program that compiles existing pavement data to develop

priorities for roadway pavement maintenance and rehabilitation projects while optimizing available funding.

In 2012, the Pavement Management Plan was again updated with the existing street data compiled by visual field inspections. The existing street data is inputted into the computer-based program and a numerical value between 0 and 100 is generated for the condition of the pavement called the Pavement Condition Index (PCI). The citywide PCI goal is 70. In 2012, the overall citywide PCI value was 70.6. The revised plan created a 5-year plan that identified street maintenance and rehabilitation projects throughout the City at an annual cost of \$600,000. In early 2016, the City completed all the identified projects under the 2012 5-year plan. Completing the 5-year plan within four years resulted in a total cost savings of \$148,000 and an increase in the overall citywide PCI value to 75.9.

Staff has updated the Pavement Management Plan with new existing street data to develop a new 5-year plan with an annual budget of \$600,000. This updated plan will provide a comprehensive pavement maintenance and rehabilitation schedule that will continue to increase the overall city-wide PCI value. Funding for the current fiscal year overlay project was included in the adopted budget for Fiscal Year 2016-2017 in the amount of \$650,000. It is anticipated that funding for future year overlay needs will be included in each annual budget.

ATTACHMENTS: 5-Year Pavement Management Plan Map

5 YEAR STREET MAINTENANCE PLAN



FY: 2016/2017 to 2020/2021

Street Maintenance Schedule

Major Minor

	FY 2016/17	
	FY 2017/18	
	FY 2018/19	
	FY 2019/20	
	FY 2020/21	



MATCHLINE SEE BELOW

MATCHLINE SEE ABOVE

