



Council Agenda Report

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

Prepared by: Susan Dueñas, Public Safety Director

Approved by: Steve McClary, City Manager

Date prepared: June 1, 2023

Meeting date: June 26, 2023

Subject: Amendment to License Agreement for Radio Transmitter Site

RECOMMENDED ACTION: Authorize the Mayor to execute an amendment to a license agreement with Point Dume Ltd. to extend the license term for an additional ten-year period.

FISCAL IMPACT: No additional appropriation is required. Funding for this agreement/project is included in the Adopted Budget for FY 2022-23 in Account No. 100-7021-5100-00 (Professional Services). The annual fee started at \$5,000 in 2012. Per the agreement, the fee increased in 2016 by a 3% annual compound rate for the length of the agreement. For FY 2022-23, the fee is \$ 5,970.28. The estimated expenditure for the length of the amended agreement is \$70,496.

WORK PLAN: This item was included as item 1e, Public Safety Operations - Radio Communications, in the Adopted Work Plan for FY 2022-23.

DISCUSSION: For more than 20 years, the City has maintained a license for a radio transmitter site located at 29500 Heathercliff Road in Point Dume. The previous agreement with Point Dume Ltd./Marblehead Management Company expired on June 1, 2022. The City and Point Dume Ltd./Marblehead Management Company have agreed to extend the terms of the 2012 license agreement another ten years following the original compounding fee schedule of 3% added annually to the previous year's license fee with the agreement to expire on June 1, 2032. City staff began the license agreement amendment process in 2022; however, due to staffing changes and competing priorities on both sides, the amendment process was delayed by a year.

The City first entered into a license agreement for the property in February 2001, with an initial ten-year term, which was followed by a subsequent license amendment that called

for another ten-year term 2012. In the time since the initial license agreement, the City expanded the use of the property to include the NWS radio transmitter and the AM traffic radio system which are contemplated by the existing license agreement which is the subject of this amendment.

ATTACHMENTS: Amendment to 2012 License Agreement with Point Dume Ltd.

AMENDMENT NO. 1 TO AGREEMENT

THIS AMENDMENT NO. 1 TO AGREEMENT is made and entered in the City of Malibu on June 26, 2023, by and between the CITY OF MALIBU, hereinafter referred to as City, and Point Dume, Ltd., hereinafter referred to as Licensor.

The City and the Consultant agree as follows:

RECITALS

A. On July 23, 2012, the City entered into an Agreement with Licensor for the rental of property for radio transmitter site (the "Agreement") (Attachment A)

B. The City desires to amend the Agreement to extend the agreement for another ten years, and Licensor has submitted a proposal for this purpose that is acceptable to the City.

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

1. Section 9.0 – Term of Agreement, of the Agreement, is hereby extended to June 1, 2033.
2. Section 3.k – Compensation for Services, of the Agreement, is hereby amended to read as follows:

In consideration of the rights granted to Licensee herein, Licensee shall pay to Licensor a yearly license fee ("License Fee"). Beginning with the first year of this Agreement, the License Fee shall be \$5,970.28 and will automatically increase each year by three percent (3%) of the License Fee in effect immediately preceding the increase.
3. The Parties agree that this Amendment will be considered signed when the signature of a party is delivered physically or 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.
4. All terms and conditions of the Agreement not amended by this Amendment No. 1 remain in full force and effect.

This Agreement is executed on June 26, 2023, at Malibu, California, and effective as of June 1, 2022.

CITY OF MALIBU:

BRUCE SILVERSTEIN, Mayor

ATTEST:

KELSEY PETTIJOHN, City Clerk
(seal)

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY'S OFFICE

TREVOR RUSIN, Interim City Attorney

CONSULTANT:

Deborah Miller 6/15/2023

By: Deborah Miller
Point Dume, Ltd
Title: Executive Property Manager

Attachment 1

ATTACHMENT 1

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT A

(Property Description)

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A PARCEL OF LAND IN THE CITY OF MALIBU, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING THAT PORTION OF THE RANCHO TOPANGA MALIBU SEQUIT, AS CONFIRMED BY MATTHEW KELLER BY PATENT RECORDED IN BOOK 1 PAGES 407, ET SEQ., OF PATENTS, RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF THE 100 FOOT STRIP OF LAND DESCRIBED IN DEED TO THE STATE OF CALIFORNIA, RECORDED ON MARCH 18, 1944, IN BOOK 20716 PAGE 385 OF OFFICIAL RECORDS, WITH THE MOST EASTERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO THE COUNTY OF LOS ANGELES, RECORDED ON JULY 14, 1945, IN BOOK 22186 PAGE 39 OF SAID OFFICIAL RECORDS; THENCE SOUTHERLY AND SOUTHWESTERLY ALONG THE EASTERLY AND SOUTHEASTERLY LINES OF SAID LAND DESCRIBED IN SAID DEED TO THE COUNTY OF LOS ANGELES, TO THE NORTHWESTERLY LINE OF TRACT NO. 13619, AS PER MAP RECORDED IN BOOK 282 PAGES 26, 27 AND 28 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE NORTHEASTERLY AND SOUTHEASTERLY ALONG THE NORTHWESTERLY AND NORTHEASTERLY LINES OF SAID TRACT NO. 13619 TO THE MOST WESTERLY CORNER OF PARCEL 55, AS SHOWN ON A RECORD OF SURVEY FILED IN BOOK 57 PAGES 40 AND 41 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE IN A GENERAL NORTHEASTERLY DIRECTION ALONG THE BOUNDARY LINES OF SAID RECORD OF SURVEY TO THE MOST WESTERLY CORNER OF PARCEL 86, AS SHOWN ON A RECORD OF SURVEY FILED IN BOOK 57 PAGES 47 TO 50 INCLUSIVE OF SAID RECORD OF SURVEYS; THENCE NORTHEASTERLY, SOUTHEASTERLY AND EASTERLY ALONG THE BOUNDARY LINES OF SAID LAST MENTIONED RECORD OF SURVEY TO THE MOST WESTERLY CORNER OF LOT 20 OF TRACT NO. 17808, AS PER MAP RECORDED IN BOOK 438 PAGES 43, 44 AND 45 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE NORTHERLY ALONG THE WESTERLY BOUNDARY OF SAID TRACT NO. 17808, TO THE MOST WESTERLY CORNER OF SAID TRACT NO. 17808; THENCE NORTH 76 DEGREES 48 MINUTES 24 SECONDS WEST 602.48 TO A POINT IN THE SOUTHEASTERLY LINE OF SAID ABOVE MENTIONED 100 FOOT STRIP OF LAND DISTANT THEREON, SOUTH 46 DEGREES 34 MINUTES 55 SECONDS WEST 1093.10 FEET FROM THE MOST WESTERLY CORNER OF PARCEL 1, AS SHOWN ON A RECORD OF SURVEY FILED IN BOOK 5 PAGES 9 AND 10 OF SAID RECORD OF SURVEYS; THENCE SOUTHWESTERLY ALONG SAID LAST MENTIONED SOUTHEASTERLY LINE POINT OF BEGINNING.

EXCEPT THAT PORTION OF SAID LAND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY TERMINUS OF THAT CERTAIN CORNER DESCRIBED AS SOUTH 48 DEGREES 50 MINUTES 35 SECONDS WEST 619.12 FEET IN THE DEED TO THE COUNTY OF LOS ANGELES, RECORDED ON JULY 14, 1945, IN BOOK 22186 PAGE 39 OF OFFICIAL RECORDS; THENCE ALONG SAID CERTAIN CORNER, SOUTH 48 DEGREES 50 MINUTES 35 SECONDS WEST 19.59 FEET; THENCE SOUTH 48 DEGREES 35 MINUTES 52 SECONDS EAST 151.27 FEET; THENCE NORTH 84 DEGREES 53 MINUTES 24 SECONDS EAST 170.32 FEET; THENCE SOUTH 87 DEGREES 52 MINUTES 03 SECONDS EAST 174.94 FEET; THENCE NORTH 55 DEGREES 41 MINUTES 12 SECONDS EAST 78.44 FEET; TO THE MOST EASTERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO CHARLES M. BOWMAN, RECORDED ON APRIL 19, 1961, IN BOOK D-1192 PAGE 985 OF OFFICIAL RECORDS; THENCE ALONG THE NORTHEASTERLY AND NORTHERLY LINES OF SAID LAND OF BOWMAN, NORTH 49 DEGREES 26 MINUTES 44

EXHIBIT A

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(Continued)

SECONDS WEST AND NORTH 83 DEGREES 17 MINUTES 51 SECONDS WEST TO THE EASTERLY BOUNDARY OF SAID LAND DESCRIBED IN THE DEED TO THE COUNTY OF LOS ANGELES; THENCE SOUTHERLY ALONG SAID EASTERLY BOUNDARY POINT OF BEGINNING.

ALSO EXCEPT THAT PORTION OF SAID LAND DESCRIBED IN THE DEED TO BENDIX AVIATION CORPORATION, RECORDED ON DECEMBER 9, 1960 AS INSTRUMENT NO. 1917, IN BOOK D-1060 PAGE 250 OF OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND AS DESCRIBED IN PARCEL 1 IN THE DEED TO THE STATE OF CALIFORNIA, IN THE DEED APRIL 9, 1975, AS INSTRUMENT NO. 979.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND DESCRIBED AS FOLLOWS:

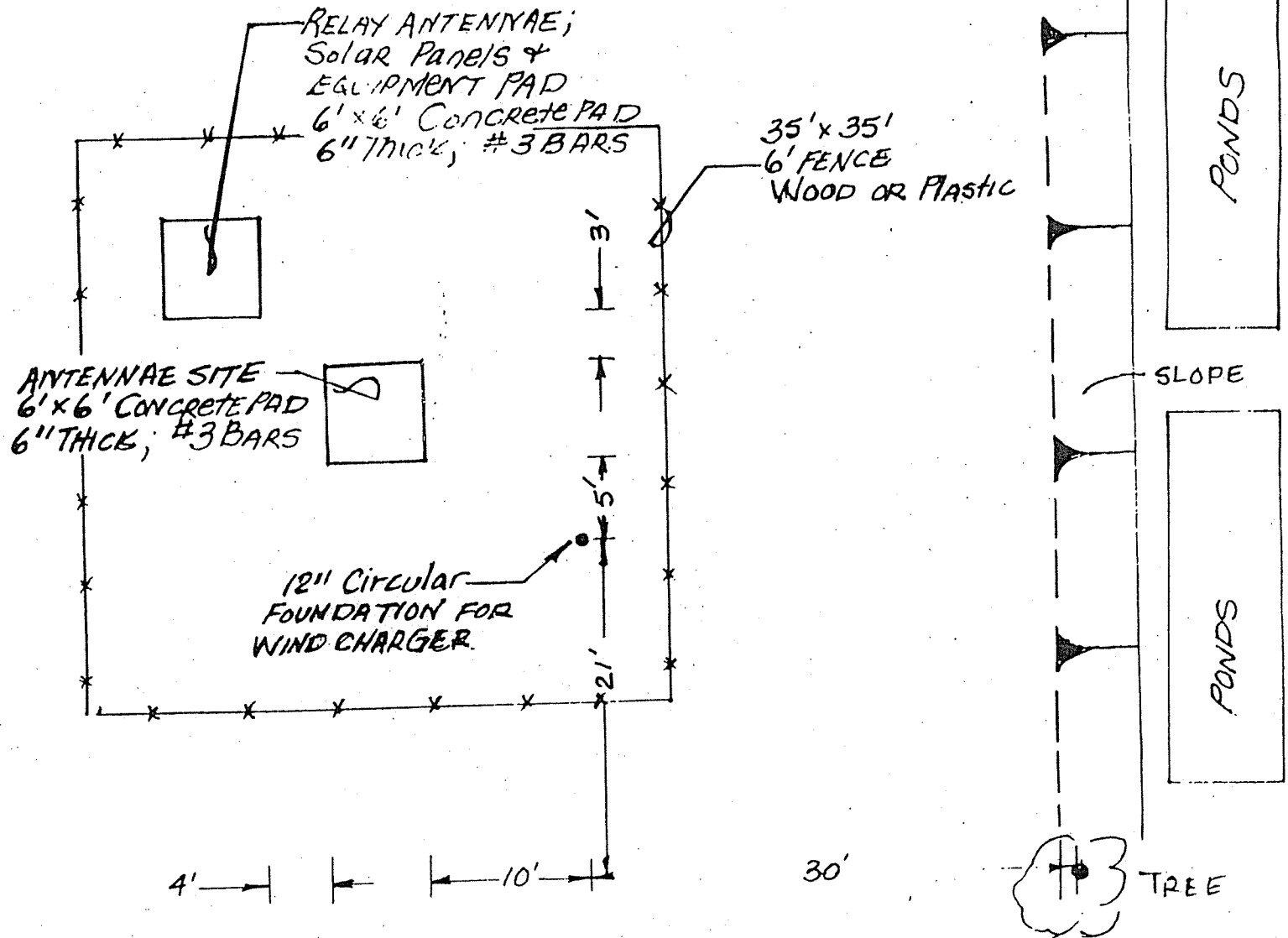
BEGINNING AT THE MOST WESTERLY CORNER OF PARCEL 55, AS SHOWN ON RECORD OF SURVEY, FILED IN BOOK 57 PAGES 40 AND 41 OF RECORD OF SURVEYS, IN SAID RECORDER'S OFFICE; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 55, TO THE MOST SOUTHERLY CORNER OF TRACT NO. 30887, AS PER MAP RECORDED IN BOOK 843 PAGE 25 TO 30 INCLUSIVE OF MAPS, IN SAID RECORDERS OFFICE; THENCE ALONG THE SOUTHWESTERLY BOUNDARY OF SAID TRACT NO. 30887, AS FOLLOWS: NORTH 41 DEGREES 14 MINUTES 09 SECONDS WEST 312.21 FEET NORTH 56 DEGREES 36 MINUTES 44 SECONDS WEST 207.42 FEET AND SOUTH 48 DEGREES 45 MINUTES 51 SECONDS WEST 28.55 FEET TO THE NORTHEASTERLY BOUNDARY OF TRACT NO. 13619, AS PER MAP RECORDED IN BOOK 282 PAGES 26, 27 AND 28 OF MAPS, IN SAID RECORDERS OFFICE; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY BOUNDARY TO THE POINT OF BEGINNING.

ALSO EXCEPT THEREFROM ALL MINERALS, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, BUT WITHOUT RIGHT OF SURFACE ENTRY.

EXHIBIT "A-1"

LICENSE AREA

License Area Exhibit A-1



	Revisions:		Approved By:	TIER Project
	Type	Appd.		Federal-Aid Project No. HP 21L-5462 (004)
Date			Public Works Director	29500 Heathercliff Road: Pt. Dume Location
			Date:	Map #: 4468-013-011

Project Number
CIP 00-02
Sheet of
Date
Scale 1" = 10'

