



# Council Agenda Report

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

Prepared by: Brandie Ayala, Administrative Analyst

Reviewed by: Rob DuBoux, Public Works Director/City Engineer

Approved by: Steve McClary, City Manager

Date prepared: September 29, 2023 Meeting date: October 23, 2023

Subject: Amendment to Professional Services Agreement with 30 Three Sixty Public Finance, Inc.

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**RECOMMENDED ACTION:** Authorize the Mayor to execute Amendment No. 1 to Professional Services Agreement with 30 Three Sixty Public Finance, Inc. to allow for a two-year extension of the existing agreement through October 12, 2025, for Assessment Engineering Services for the formation and administration of an assessment district for Civic Center Water Treatment Facility Phase Two (CCWTF Phase Two).

**FISCAL IMPACT:** No additional appropriation is required. Funding for this agreement is included in the Adopted Budget for FY 2023-24 in Account No. 310-9075-5100 (Civic Center Water Treatment Facility – Phase Two).

**STRATEGIC PRIORITY:** This item supports the Civic Center Water Treatment Facility - Phase Two (CCWTF) priority identified in the Adopted FY 2023-24 Strategic Priority Project List.

**DISCUSSION:** The design of CCWTF Phase Two project includes expanding the wastewater collection and recycled water system to include properties in Malibu Colony, the condominiums on Civic Center Way, HRL and a portion of the Serra Canyon neighborhood. In addition, the treatment plant will be expanded to treat the additional wastewater from these properties. The work also includes preparing a coastal development permit, construction plans, project specifications and cost estimates. The design was completed in February 2022.

Funding for Phase Two will include a low interest loan under the State Water Board Clean

Water State Revolving Fund Program (CWSRF). As a condition for this funding, the City will be required to form an assessment district for the repayment of the CWSRF loan, similar to what was created in CCWTF Phase One. On October 12, 2020, City Council approved a professional services agreement with 30 Three Sixty Public Finance, LLC for assessment engineering services relating to the formation and administration of an assessment district for CCWTF Phase Two. The scope of work under this agreement includes evaluating the total costs of the project, evaluating the special assessments and creating an assessment methodology for the properties in CCWTF Phase Two, and preparing all the documentation for forming of the assessment district.

The CCWTF Phase Two project is currently delayed due to a cultural resource discovery in the alignment of the pipeline. Staff is currently working with the State to develop a monitoring plan if additional resources are found during construction. This delay has an impact on 30 Three Sixty Public Finance's agreement with the City. Their current agreement is set to expire October 12, 2023. Staff is requesting Council authorize the Mayor to execute Amendment No. 1 extending the term of the agreement for two additional years, terminating October 12, 2025. This agreement extension will allow the City to continue to work with 30 Three Sixty Public Finance on forming the assessment district for CCWTF Phase Two.

ATTACHMENTS: Amendment No. 1 to Agreement with 30 Three Sixty Public Finance

**AMENDMENT NO. 1 TO AGREEMENT**

THIS AMENDMENT NO. 1 TO AGREEMENT is made and entered in the City of Malibu on October 23, 2023, by and between the CITY OF MALIBU, hereinafter referred to as City, and 30 Three Sixty Public Finance, Inc., hereinafter referred to as Consultant.

The City and the Consultant agree as follows:

**RECITALS**

A. On October 12, 2020, the City entered into an Agreement with Consultant for formation and administration of an assessment district for Civic Center Water Treatment Facility Phase Two (the "Agreement").

B. The City desires to amend the Agreement extending the term of the agreement and modifying the compensation schedule to reflect current rates, and Consultant has submitted a proposal for this purpose that is acceptable to the City.

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

1. Section 2.0 – Term of Agreement, of the Agreement, is hereby extended to October 12, 2025.
2. Section 4.0 – Compensation for Services, of the Agreement, is hereby amended as set forth in Exhibit B attached hereto.
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 \_\_\_\_\_, at Malibu, California, and effective as of October 12, 2023.

CITY OF MALIBU:

\_\_\_\_\_  
STEVE UHRING, 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:

*Mitch Mosesman*

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By: Mitch Mosesman  
Title: President

**EXHIBIT B**

**COMPENSATION SCHEDULE**

Consultant's compensation for services is shown in Table 1 below.

| <b>TABLE 1<br/>CONSULTING SERVICES FEES</b>  |   |
|--|---|
| <b>TASK</b>  | <b>COMPENSATION</b>   |
| Phase 2 AD Formation   | Time and materials not to exceed \$52,785 for services and \$5,000 for expenses |
| Phase 2 Supplemental Wastewater Treatment Plant Load and Flow Research/Analysis (Optional) | Time and materials up to \$13,165   |
| Phase 2 AD Administration (Excluding Apportionments)                                       | Annual fixed fee of \$13,275 plus expenses not to exceed \$1,000                |
| Phase 2 Assessment Apportionments  | Time and materials up to \$3,750  |
| Total  | \$88,975  |

Services for which compensation is based on the hourly rates in Table 2 below shall be invoiced monthly. On or about the first two (2) weeks of each month during which such services are rendered hereunder, Consultant shall present to Client an invoice covering the current services performed and the reimbursable expenses incurred. Services for which compensation is based on a fixed fee shall be invoiced quarterly. On or about the first two (2) weeks of each quarter during which such services are rendered hereunder, Consultant shall present to Client an invoice in an amount equal to one-fourth of the annual fixed fee and the reimbursable expenses incurred. All invoices shall be paid by Client within thirty (30) days of the date of each invoice.

| <b>TABLE 2<br/>HOURLY RATES</b> |                    |
|---------------------------------|--------------------|
| <b>FIRM/PERSONNEL</b>           | <b>HOURLY RATE</b> |
| Consultant                      |                    |
| President                       | \$210              |
| Associate                       | \$135              |
| Subconsultant                   |                    |
| Charles Greely                  | \$280              |
| Jose Vargas                     | \$145              |