



Council Agenda Report

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

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

Approved by: Reva Feldman, City Manager

Date prepared: February 16, 2021

Meeting date: March 8, 2021

Subject: Amendment to Professional Services Agreement with Moffatt & Nichol

RECOMMENDED ACTION: Authorize the Mayor to execute Amendment No. 5 to the Professional Services Agreement with Moffatt & Nichol for professional engineering services to extend the term of the agreement and prepare an additional response regarding the Federal Emergency Management Agency (FEMA) Preliminary Coastal Flood Maps.

FISCAL IMPACT: There is no fiscal impact with this recommended action. Funding for this agreement was included in the Adopted Budget for Fiscal Year 2020-2021 Account No. 100-3008-5100 (Public Works Professional Services). This amendment does not modify the compensation of the agreement.

WORK PLAN: This item was included as item 5i in the Adopted Work Plan for Fiscal Year 2020-2021.

DISCUSSION: The City of Malibu is a participant in the National Flood Insurance Program administered by FEMA. This program provides subsidized flood insurance for all property owners if communities adopt and enforce a floodplain ordinance to reduce flood risk to new and existing development in high-risk flood zones. Insurance rates are developed by using FEMA Flood Maps.

The current FEMA Flood Maps were adopted in September 2008. In December 2011, FEMA began the process of revising the maps along the California coastline. FEMA is now in the process of adopting revised maps in Southern California based upon new data and coastal engineering analysis, including modifications to base flood elevations. In some cases, the elevations have been

raised between 2 to 18 feet and in a few cases the elevations have been lowered.

On September 26, 2017, the City entered into a contract with Moffatt & Nichol to perform a review of the data, assumptions, and methods FEMA used to create the Preliminary Flood Maps. After its review, Moffatt & Nichol recommended performing a detailed review of areas near East Sea Level Drive, Malibu Road, and Pacific Coast Highway. Since FEMA allows the submittal of supporting documents 30 days after an appeal, staff submitted an appeal to FEMA prior to the November 6, 2017, deadline without supporting data to preserve the City's right to the appeal. The proposed extra work to perform the detailed review may provide added support for an appeal. Any supporting data generated from the detailed review will be submitted to FEMA.

On November 13, 2017 the City amended the Moffatt & Nichol agreement to perform detailed review of the 22 transects of the FEMA Preliminary Flood Maps and submit supporting data to FEMA. Additional data obtained from this detailed review was submitted to FEMA as part of the City's appeal.

On November 8, 2018, FEMA provided the City with a detailed response to the City's appeal of the Preliminary Flood Insurance Maps. FEMA's response concluded that portions of the City's appeal were valid and made revisions to the Preliminary Flood Insurance Maps. However, there were other sections of the City's appeal were denied by FEMA. FEMA has given the City another opportunity to respond to the Preliminary Flood Insurance Maps and specifically the sections which were denied by FEMA.

On December 9, 2019, City Council approved an allocation of an additional \$15,000 be used by Moffatt & Nichol to provide technical responses and additional analysis to FEMA regarding the Preliminary Flood Insurance Maps. FEMA requested that the City provide the additional analysis in a form of a Letter of Map Revision (LOMR). The LOMR process is a method of modifying the Flood Insurance Rate Maps. Staff has been coordinating with FEMA so that the City's LOMR revisions are reviewed and hopefully approved by FEMA prior to FEMA making the Preliminary Flood Maps final.

On June 24, 2020, the City submitted the LOMR to FEMA. FEMA is currently reviewing the City's additional analysis and LOMR request. The City is expecting that FEMA will complete its review as well as approving the Preliminary Flood Maps in April 2021. Moffatt & Nichol's existing agreement with the City is set to expire on March 24, 2021. This amendment will extend the term to August 1, 2021 to allow Moffatt & Nichol to respond to any questions or comments that may arise from FEMA.

ATTACHMENT: Amendment No. 5 to Agreement with Moffatt & Nichol

AMENDMENT NO. 5 TO AGREEMENT

THIS AMENDMENT NO. 5 TO AGREEMENT is made and entered in the City of Malibu on March 8, 2021, by and between the CITY OF MALIBU, hereinafter referred to as City, and Moffatt & Nichol, hereinafter referred to as Consultant.

The City and the Consultant agree as follows:

RECITALS

- A. On September 26, 2017, the City entered into an Agreement with Consultant for certain projects related to FEMA’s Preliminary Coastal Flood Maps developed by the California Coastal Analysis and Mapping Program (the “Agreement”).
- B. On November 13, 2017, the City amended the Agreement to perform a detailed review of the 22 transects of the FEMA Preliminary Flood Maps and submit supporting data to FEMA as part of the City’s appeal.
- C. On June 25, 2018, the City amended the Agreement to extend the term of the agreement and assist the City to provide detailed response to FEMA’s comments to the City’s appeal.
- D. On March 25, 2019, the City amended the Agreement to extend the term of the agreement and assist the City in replying to FEMA’s responses.
- E. On December 9, 2019, the City amended the Agreement to extend the term of the agreement and prepare a coastal Letter of Map Revision (LOMR).
- F. The City desires to amend the Agreement to extend the term of the agreement.

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 August 1, 2021.
- 2. 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.
- 3. All terms and conditions of the Agreement not amended by this Amendment No. 5 remain in full force and effect.

This Agreement is executed on _____, 2021, at Malibu, California, and effective as of March 24, 2021.

CITY OF MALIBU:

MIKKE PIERSON, Mayor

ATTEST:

HEATHER GLASER, City Clerk
(seal)

APPROVED AS TO FORM:

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

JOHN COTTI, Interim City Attorney

CONSULTANT:

Michael J. McCarthy

By: MICHAEL J. MCCARTHY
Title: VICE PRESIDENT