



Council Agenda Report

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

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

Approved by: Steve McClary, City Manager

Date prepared: May 2, 2022 Meeting date: May 23, 2022

Subject: Amendment to Professional Services Agreement with Moffatt & Nichol

RECOMMENDED ACTION: Authorize the Mayor to executed Amendment No. 8 to the Professional Services Agreement with Moffatt & Nichol in the amount of \$20,000 for professional engineering services to prepare additional responses to Federal Emergency Management Agency (FEMA) comments and analysis of the City's FEMA Letter of Map Revision (LOMR) and comparison to the draft Flood Insurance Study and draft Flood Insurance Rate Map and extend the term of the agreement.

FISCAL IMPACT: No additional appropriation is required. Funding for this agreement is included in the Adopted Budget for Fiscal Year 2021-2022 in Account No. 100-3008-5100-00 (Public Works – Professional Services).

WORK PLAN: This item was included as item 5i in the Adopted Work Plan for Fiscal Year 2021-2022.

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 has completed revising the flood 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.

On November 13, 2017, the City amended the Moffatt & Nichol agreement to perform detailed review of the 22 cross sections 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 that were denied by FEMA. The City submitted a technical response to FEMA's denial of those sections of the City's appeal.

After several meetings, FEMA has agreed to allow the City to submit additional engineering calculations to support the City's appeal of the Preliminary Flood Insurance Maps. The additional funding will be used to perform the additional engineering calculations. On December 9, 2019, the City Council amended Moffatt & Nichol's agreement to perform the additional analysis along 14 cross sections within the City and submit the results to FEMA as a Letter of Map Revision (LOMR). On June 20, 2020, the LOMR was submitted to FEMA for review.

FEMA sent the City additional comments regarding the analysis included in the LOMR. The City's LOMR included analysis of four new cross sections to provide a better representation of the flood zones along the coast and the transitions between two adjacent flood zones. FEMA requested additional documentation and analyses to support the new cross sections. FEMA further requested a revised analysis of five cross sections based upon new FEMA mapping requirements. And lastly, FEMA requested additional analyses of three cross sections based on new profile elevation data. On September 29, 2021, the City Council amended Moffatt & Nichol's agreement to respond to FEMA's latest comments. On December 24, 2021, the comments were submitted to FEMA.

On February 18, 2022, FEMA responded to the City's latest submittal. FEMA accepted the additional analyses for 7 out of the 16 cross sections and requested additional analysis of the remaining 9 cross sections. In April 2022, the additional analysis was submitted to FEMA.

This amendment includes additional work to address any FEMA comments from the April 2022 submittal. The amendment also includes work to review the final FEMA flood maps to ensure that the City's revisions are properly mapped based upon the analysis performed by the City.

Staff recommends City Council authorize the Mayor to approve and sign the amendment with Moffatt & Nichol.

ATTACHMENTS: Amendment No. 8 to Agreement with Moffatt & Nichol

AMENDMENT NO. 8 TO AGREEMENT

THIS AMENDMENT NO. 8 TO AGREEMENT is made and entered in the City of Malibu on May 23, 2022, 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 California's 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. On March 8, 2021, the City amended the Agreement to extend the term of the agreement.
- G. On July 12, 2021, the City amended the Agreement to extend the term of the agreement.
- H. On September 27, 2021, the City amended the Agreement to prepare additional analysis to respond to FEMA's comments to the City's LOMR.
- I. The City desires to amend the Agreement to provide additional comments to FEMA's responses and confirmation review of changes to flood insurance study and draft FIRMs, 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 1.0 – Scope of the Consultant's Services, of the Agreement, is hereby amended as set forth in Exhibit A attached hereto.
- 2. Section 2.0 – Term of Agreement, of the Agreement, is hereby extended to April 1, 2023.
- 3. Section 4.0 – Compensation for Services, of the Agreement, is hereby amended as set forth in Exhibit B attached hereto.
- 4. 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.
- 5. All terms and conditions of the Agreement not amended by this Amendment No. 8 remain in full force and effect.

This Agreement is executed on _____, at Malibu, California, and effective as of May 23, 2022.

CITY OF MALIBU:

PAUL GRISANTI, Mayor

ATTEST:

KELSEY PETTIJOHN, City Clerk
(seal)

APPROVED AS TO FORM:

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

JOHN COTTI, Interim City Attorney

CONSULTANT:



By: Weixia Jin
Title: Vice President



555 Anton Blvd., Suite 400
Costa Mesa, CA 92626

(657) 261-2699
www.moffattnichol.com

28 April 2022

City of Malibu
23825 Stuart Ranch Road
Malibu, CA 90265

Attn: Rob Duboux, Public Works Director/City Engineer

Subject: Additional LOMR Support

Dear Mr. Duboux:

Moffatt & Nichol (M&N) is pleased to submit this proposal to assist the City of Malibu in providing additional support for the coastal Letter of Map Revision (LOMR). Our proposed scope of services, fee, and schedule are provided below and on the following pages.

Scope of Work

Exhibit A

Task 1: Address Comments from FEMA

On February 18, 2022, FEMA's mapping partner provided the second round of comments on the Coastal LOMR (Case No. 20-09-1631P) that includes 16 Transects. FEMA accepted analyses and mapping of 7 out of the total 16 transects, but requested mapping changes and/or additional analyses for the remaining 9 transects. The additional analyses and mapping of the 9 transects were submitted on April 14, 2022. FEMA's mapping partner may have additional comments and request additional analyses and/or mapping changes. This task is for addressing the additional comments that may come from FEMA.

Task 2: FIR Reports and FIRMs Review

After FEMA accepted analyses and mapping of all 16 transects, FEMA will update the relevant Flood Insurance Study reports, produce draft FIRMS, and request a confirmation review of changes to the Flood Insurance Study reports and draft FIRMs. This task is to perform the confirmation review before new FIRMs are issued.

The fee for the above two tasks will be \$20,000 based on the rate sheet in Exhibit B.

Schedule & Terms/Conditions

We estimate the additional review comments can be addressed in 8 weeks from receipt of comments and the confirmation review can also be performed in 8 weeks from receipt of the documents from FEMA.

Exhibit B



RATE SCHEDULE FOR PROFESSIONAL SERVICES

Effective September 1, 2019 Until Revised

	<u>CLASSIFICATION</u>	<u>HOURLY RATES</u>
PROFESSIONALS	Supervisory Engineer/Scientist	\$ 267.00
	Senior Engineer/Scientist	\$ 250.00
	Engineer/Scientist III	\$ 234.00
	Engineer/Scientist II	\$ 205.00
	Engineer/Scientist I	\$ 185.00
	Staff Engineer/Scientist	\$ 148.00
TECHNICIANS	Senior Technician	\$ 200.00
	Designer	\$ 189.00
	CADD II	\$ 162.00
	CADD I	\$ 120.00
CLERICAL	Project Controls/Word Processing	\$ 120.00
	General Clerical	\$ 94.00
SPECIAL	Principal Engineer/Scientist	\$ 282.00
	Deposition & Trial Testimony	\$ 497.00

Please feel free to contact me at 657-261-2699 or WJin@MoffattNichol.com if you have questions or comments regarding this proposal.

Sincerely,
MOFFATT & NICHOL

Weixia Jin, PhD, DCE, PE
Water Technical Director

