



Council Agenda Report

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

Prepared by: Susan Dueñas, Public Safety Director

Approved by: Joseph D. Toney, Acting City Manager

Date prepared: February 3, 2025 Meeting date: February 24, 2025

Subject: General Plan Safety Element Update

RECOMMENDED ACTION: Authorize the Mayor to execute a professional services agreement with Atlas Planning Solutions to update the Safety Element of the General Plan.

FISCAL IMPACT: No additional appropriation is required. There are sufficient funds in the Public Safety Services and Emergency Management Budget (Program 7021) to cover the not to exceed cost of \$173,944 of the contract.

STRATEGIC PRIORITY: This item is part of the day-to-day operations identified in the Adopted FY 2024-25 Strategic Priority Project List.

DISCUSSION: The Safety Element of the General Plan is designed to reduce the potential short and long-term risk of death, injuries, property damage, and economic and social dislocation resulting from fires, floods, droughts, earthquakes, landslides, climate change, and other hazards. The City's current Safety Element has not been updated since its adoption as part of the original General Plan in 1995.

California Government Code § 65302 (Code) mandates that the Safety Element be updated after the next revision of the Local Hazard Mitigation Plan (LHMP) and the Housing Element. The City Council adopted an updated LHMP on August 26, 2024, and a revised Housing Element on September 23, 2024. In addition, the Code requires the Safety Element to include evacuation routes, their capacity, safety, and viability across various emergency scenarios and it needs to address the fire risk for areas classified in a Very High Fire Hazard Severity Zone (VHFHSZ). CAL FIRE has designated the entire City of Malibu as being within a VHFHSZ. Therefore, the Safety Element must be updated to

comply with this Code. Finally, updating the Safety Element will help the City qualify for the 2026 Fire Risk Reduction Community List, which provides advantages to Malibu residents when applying for homeowner's insurance and potential discounts.

Updating the Safety Element of the General Plan generally falls to the Planning Department. However, recognizing the importance of the update and current staffing limitations and priorities of the Planning Department, the Public Safety Department offered to take the lead on the Safety Element and work in partnership with the Planning Department to move the project forward. To assist Public Safety staff with managing the project to its completion, the City Council authorized the Mayor to execute a professional services agreement with Capstone City Planning on August 12, 2024, to provide Public Safety staff with technical expertise in securing and managing a consultant to update the Safety Element of the General Plan.

With the assistance of Capstone City Planning, staff issued a Request for Proposals for contract planning services to update the Safety Element on September 5, 2024. Proposals were due on October 18, 2024. Two proposals were received: one from Atlas Planning Solutions and one from Kimley Horn. After reviewing the two proposals, both consultants were deemed qualified to meet the City's needs. To further evaluate the proposals, interviews were conducted on October 30, 2024. Based on the interviews, it was determined that Atlas Planning Solutions was a better fit for the project for the following reasons:

- More experience and a greater depth of knowledge in updating Safety Elements
- Experience with updating Safety Elements for coastal cities
- A stronger community outreach strategy

The term of the agreement will end on April 30, 2026. The cost of the contract is detailed in the attached Agreement and will not exceed \$173,944. This cost consists of \$129,040 for the base contract, \$12,904 for a 10% contingency, and \$32,000 for three optional tasks that may be required by the California Environmental Quality Act.

ATTACHMENTS: Professional Services Agreement with Atlas Planning Solutions

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of February 10, 2025 by and between the City of Malibu (hereinafter referred to as the "City"), and Atlas Planning Solutions (hereinafter referred to as "Consultant").

The City and the Consultant agree as follows:

RECITALS

A. The City does not have the personnel able and/or available to perform the services required under this Agreement.

B. The City desires to contract out for consulting services for certain projects relating to updating the Safety Element of the City's General Plan.

C. The Consultant represents to the City that it has the qualifications, experience and facilities to perform the services under this Agreement.

D. The City desires to contract with the Consultant to perform the services as described in Exhibit A of this Agreement.

NOW, THEREFORE, the City and the Consultant agree as follows:

1.0 SCOPE OF THE CONSULTANT'S SERVICES. The Consultant agrees to provide the services and perform the tasks set forth in Exhibit A (Scope of Work), attached to and made part of this Agreement, except that, to the extent that any provision in Exhibit A conflicts with this Agreement, the provisions of this Agreement govern. The Scope of Work may be amended from time to time by written agreement signed by both parties. Consultant will perform its services in accordance with the care, skill, and diligence ordinarily exercised by professionals providing similar services in the same or similar locale to that of Consultant under this agreement.

2.0 TERM OF AGREEMENT. This Agreement will become effective on February 10, 2025, and will remain in effect until April 30, 2026, unless otherwise expressly extended and agreed to by both parties or terminated by either party as provided herein.

3.0 CITY AGENT. The City Manager, or his or her designee, for the purposes of this Agreement, is the agent for the City; whenever approval or authorization is required, Consultant understands that the City Manager, or his or her designee, has the authority to provide that approval or authorization.

4.0 COMPENSATION FOR SERVICES. The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with

the Scope of Work's fee and cost schedule. The cost of services shall not exceed \$173,944 for the term of the agreement. No additional compensation shall be paid for any other expenses incurred unless first approved in writing by the City Manager, or his or her designee.

4.1 The Consultant shall submit to the City, by no later than the 10th day of each month, its written, detailed bill for services itemizing the fees and costs incurred during the previous month. The City shall pay the Consultant all uncontested amounts set forth in the Consultant's bill within 30 days after it is received.

5.0 CONFLICT OF INTEREST. The Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by the Consultant under this Agreement. The Consultant further represents that in performance of this Agreement, no person having any such interest shall be employed by it.

5.1 The Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this contract, the Consultant shall not offer, encourage or accept any financial interest in the Consultant's business by any City employee or official.

5.2 If a portion of the Consultant's services called for under this Agreement shall ultimately be paid for by reimbursement from and through an agreement with a developer of any land within the City or with a City franchisee, the Consultant warrants that it has not performed any work for such developer/franchisee within the last 12 months, and shall not negotiate, offer or accept any contract or request to perform services for that identified developer/franchisee during the term of this Agreement.

6.0 GENERAL TERMS AND CONDITIONS.

6.1 Termination. Either the City Manager or the Consultant may terminate this Agreement, with or without cause, by giving the other party ten (10) calendar days written notice of such termination and the effective date thereof.

6.1.1 In the event of such termination, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of the Consultant under this Agreement shall be returned to the City. If the City terminates this Agreement without cause, the Consultant shall prepare and shall be entitled to receive compensation pursuant to a close-out bill for services rendered and fees incurred pursuant to this Agreement through the notice of termination. If the Consultant terminates this Agreement without cause, the Consultant shall be paid only for those services completed in a manner satisfactory to the City.

6.1.2 If the Consultant or the City fail to fulfill its obligations under this Agreement, or if the Consultant or the City violate any of the covenants, agreements, or stipulations of this Agreement, the Consultant or the City shall have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date of such termination. The Consultant shall be entitled to receive compensation in

accordance with the terms of this Agreement for any work satisfactorily completed in accordance with this Agreement hereunder. Notwithstanding the foregoing, the Consultants shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to off-set anticipated damages.

6.2 Non-Assignability. The Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of the City, which the City may grant or deny in its sole and absolute discretion.

6.3 Non-Discrimination. The Consultant shall not discriminate as to race, creed, gender, color, national origin, sexual orientation, or any other protected category in the performance of its services and duties pursuant to this Agreement, and will comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.

6.4 Insurance. The Consultant shall submit to the City certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement. Consultant further agrees to comply with all provisions in the attached Exhibit B which is incorporated herein.

6.5 Indemnification.

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless City and any and all of its officials, employees, agents, and/or volunteers (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs, and expenses, including reasonable attorneys’ fees and costs, to the extent caused in whole or in part by the negligent or intentionally wrongful act, error or omission of Consultant, its officers, agents, employees or sub-consultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of services under this Agreement. Consultant’s duty to indemnify and hold harmless City shall not extend to the City’s negligence or willful misconduct.

6.5.1. Duty to defend:

In the event the Indemnified Parties, individually or collectively, are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by City, Consultant shall defend the Indemnified Parties at Consultant’s cost or at City’s option, to reimburse City for its costs of defense, including reasonable attorneys’ fees and costs incurred in the defense of such matters to the extent the matters are caused by Consultant’s negligent acts, errors or omissions. Payment by City is not a condition precedent to enforcement of this provision. In the event of any dispute between Consultant and City, as to whether liability arises from the sole or active negligence or willful misconduct of the City or its officers, employees, or agents, Consultant will be obligated to pay for City’s defense until such time as a final judgment has been entered adjudicating the Indemnified Parties as negligent or to have acted with willful misconduct, or as determined by mutual agreement and a settlement between Consultant and the Indemnified Parties. Consultant will not be entitled in the absence of such a determination or settlement to any reimbursement of defense costs including but not limited to attorney’s fees, expert fees, and costs of litigation.

6.5 INTENTIONALLY DELETED (Section 6.5 remains in full force, as set

forth above.

6.6 Compliance with Applicable Law. The Consultant and the City shall comply with all applicable laws, ordinances, and codes of the federal, state, county, and city governments, including, without limitation, Malibu Municipal Code Chapter 5.36 Minimum Wage. In the event new laws, ordinances, or codes are enacted during the Term of this Agreement (the “Law Changes”), and such Law Changes force the Consultant to incur additional time or costs to change the work product of this Agreement to comply with such Law Changes, the Parties shall work together to negotiate additional, reasonable compensation for such additional work as is necessary for such additional work.

6.7 Independent Contractor. This Agreement is by and between the City and the Consultant and is not intended, and shall not be construed, to create the relationship of agency, servant, employee, partnership, joint venture, or association, as between the City and the Consultant.

6.7.1. The Consultant shall be an independent contractor and shall have no power to incur any debt or obligation for or on behalf of the City. Neither the City nor any of its officers or employees shall have any control over the conduct of the Consultant, or any of the Consultant’s employees, except as herein set forth, and the Consultant expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants or employees are in any manner employees of the City, it being distinctly understood that the Consultant is and shall at all times remain to the City a wholly independent contractor and the Consultant's obligations to the City are solely such as are prescribed by this Agreement.

6.8 Copyright. No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

6.9 Legal Construction.

(a) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced, and governed under the laws of the State of California.

(b) This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

(c) The article and section, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

(d) Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

6.10 Counterparts. This Agreement may be executed in counterparts and as so executed shall constitute an agreement which shall be binding upon all parties hereto.

6.11 Final Payment Acceptance Constitutes Release. The acceptance by the Consultant of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to the Consultant for anything done, furnished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of the Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

6.12 Corrections. In addition to the above indemnification obligations, the Consultant shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to the Consultant.

6.13 Files. All files of the Consultant pertaining to the City shall be and remain the property of the City. The Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

6.14 Waiver; Remedies Cumulative. Failure by a party to insist upon the performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

6.15 Mitigation of Damages. In all such situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

6.16 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

6.17 Attorneys' Fees. The parties hereto acknowledge and agree that each will bear his/her or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except for the provisions of Section 6.5 and except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

6.18 Entire Agreement. This Agreement constitutes the whole agreement between the City and the Consultant, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes or modifications to this Agreement must be made in writing appropriately executed by both the City and the Consultant.

6.19 Notices. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

CITY:	Joe Toney Acting City Manager City of Malibu 23825 Stuart Ranch Road Malibu, CA 90265-4861 TEL (310) 456-2489 x 224 FAX (310) 456-2760	CONSULTANT:	Suzanne Murray Principal/CEO Atlas Planning Solutions 6578 Barranca Drive Riverside, CA 92506 TEL (951) 444-9376
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6.20 Warranty of Authorized Signatories and Acceptance of Facsimile or Electronic Signatures. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign. 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 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.

7.0 WORK PRODUCT

7.1 Work Product. The deliverables and all other work product created or developed by Consultant for City pursuant to this Agreement are the City's property (the "Work Product"). Consultant acknowledges that all Work Product created under this Agreement is subject to applicable laws, including the California Public Records Act, and may be disclosed by the City as required by law, court order, or other lawful requirement or order.

The City shall bear sole risk and liability for modifications to the Work Product only when such modifications are either 1) made by the City without prior authorization from Consultant or 2)

explicitly directed by the City in writing to a third party without prior authorization from Consultant. Consultant shall not be liable for any claims, losses, damages, or costs arising from modifications made under the specific circumstances set forth in this paragraph.

8.0 GENERAL TERMS AND CONDITIONS. (City and Consultant initials required at EITHER 8.1 or 8.2)

8.1 Disclosure Required. By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a “consultant” for the purposes of the California Political Reform Act because Consultant’s duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City’s Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City’s Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant’s disclosure obligations in accordance with the City’s Conflict of Interest Code.

City Initials _____

Consultant Initials _____

8.2 Disclosure not Required. By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a “consultant” for the purpose of the California Political Reform Act because Consultant’s duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18700.3(a) and is otherwise not serving in staff capacity in accordance with the City’s Conflict of Interest Code.

City Initials _____

Consultant Initials SM

[Signature Page to Follow]

This Agreement is executed on February 10, 2025, at Malibu, California, and effective as of

February 10, 2025.

CONSULTANT:

Suzanne Murray

By: Suzanne Murray
Title: Principal/CEO

CITY OF MALIBU:

DOUG STEWART, Mayor ATTEST:

KELSEY PETTIJOHN, City Clerk
(seal)

APPROVED AS TO FORM:

TREVOR RUSIN, Interim City Attorney

EXHIBIT A SCOPE OF WORK

II. Understanding the Scope of Work

PROJECT UNDERSTANDING

The Atlas Planning Solutions (APS) Team understands the City's desire to develop an updated General Plan Safety Element that meets state requirements, addresses safety concerns affecting the community, and complying with the oversight requirements from other state agencies. Knowing the history of hazard events affecting the City, we recognize that evacuation and fire risk reduction are critical components to ensuring greater resilience as well as compliance with Cal Fire and the California Board of Forestry and Fire Protection. In addition, proximity to the coast and location within the coastal zone complicates regulating uses within the City and interactions with the California Coastal Commission. To support the City's needs, the APS team has developed the following scope of work.

SCOPE OF WORK

Task 1. Data Collection / Research

Project Kick-Off Meeting

APS will participate in a virtual project kick-off meeting and work with the project team to identify the data needs and existing documentation for review as part of the Safety Element Update. This task will establish the project schedule, identifying protocols for communication and coordination with state agencies (Cal FIRE, California Geological Survey, etc.). It is recommended that all relevant city departments be invited to this meeting to understand the purpose and intent of this project.

Data Collection and Review

Based on the project kick-off meeting discussion, the APS Team will identify key data needs and review existing data and information currently available, as well as data developed as part of the recent completion of the LHMP. Based on this review, the APS Team will identify the information/data needed from the City. The following documents will be reviewed by the APS Team as part of this task.

- City of Malibu General Plan (1995 and later amendments)
- City of Malibu Local Coastal Program (LCP) (including Land Use Plan and Local Implementation Plan)
- The 2024 Las Virgenes-Malibu Council of Governments Multi-Jurisdictional Hazard Mitigation Plan.
- The 2024 City of Malibu Emergency Operations Plan
- The 2021 City of Malibu Community Wildfire Protection Plan
- The 2013 Santa Monica Mountains Community Wildfire Protection Plan
- The 2020 Transportation Plan for Wildfire and Tsunami Evacuation

Task 2. Community Engagement

Community Engagement Strategy/Content

In preparation for outreach and engagement activities, the APS Team will prepare a memorandum to the City describing the community engagement strategy in terms of groups to be contacted, methods for information sharing during meetings, and methods of advertising the events. As part of this task, the APS Team will coordinate with City staff to update the contacts list based on the prior work completed during the LHMP project. Upon completing the engagement memorandum, the APS Team develops materials to advertise the project and alert residents and businesses about the planning process and the importance of the Safety Element. A flyer for website posting, social media blasts, and print advertisements will be prepared for the community engagement opportunities identified in the memo.

Listening Sessions (3)

The APS Team proposes three listening sessions mainly focused at engaging with external stakeholders. These sessions are intended to provide one on one or small group interactions with organizations, individuals, and key agencies of concern for this project. The main focus of the sessions will be to provide opportunities to participants to share concerns and potential solutions that can be incorporated into the Safety Element update.

Public Workshop

As part of the element update, the APS Team recommends a Public Workshop during the planning process. This workshop should provide both decision-makers and the public with the necessary information to understand the safety element's importance and opportunities to answer questions and provide a forum for feedback and input. The APS Team will prepare a presentation for this meeting and attend the meeting to facilitate the discussion on behalf of the City. This meeting is recommended to occur prior to the public review process and should focus on sharing the information gathered during Task 3.

Task 3. Policy Development

Policy Crosswalk Analysis

The APS Team will conduct a background review of the existing General Plan Safety Element and other key elements of the General Plan that may play a role in the update. This review will identify the applicable hazards that affect the City and emerging issues of concern in the future. A key component of this analysis includes the review of the existing policy framework to determine relevancy to the issues of today and adherence to current state requirements. This also includes an evaluation of the Safety Elements' compliance with California Government Code sections 65302(g) 1-9. This review will also provide an overview of the Cal Fire review criteria used to assess the element required by the California Board of Forestry and Fire Protection.

As part of the Safety Element review process, the APS Team recommends reviewing other General Plan Elements to ensure the Safety Element recommendations do not conflict with

goals and policies in other elements. Completing this review will highlight other goals and policies that may address new Safety Element requirements and key areas for future updates within these other elements. We have found this helpful in assisting City staff with a better understanding of potential opportunities and constraints within the General Plan.

Climate Adaptation Vulnerability Assessment Summary

Building on the recent completion of the City's LHMP, the APS Team will prepare a Climate Adaptation Vulnerability Assessment Summary that includes the basic components necessary to comply with Government Code Section 65302(g) 3, also known as SB 379. The intent of this summary is to rely on the content and analysis in the LHMP that address climate-related impacts and provide a foundation for key goals, policies, and implementation actions. This task intends to provide the City with a simple way of addressing these requirements and relying on the LHMP for most of the analysis. However, if this City would prefer an assessment that includes a more detailed analysis and key adaptation strategies independent of the LHMP. A review of the Coastal Vulnerability Study will be completed as part of this task.

SB 99 Evacuation Analysis

In accordance with SB 99, the APS Team will conduct an analysis of single ingress/egress conditions within residential neighborhoods in the City. These locations may highlight potential areas where evacuation may be challenged due to limited roads or where the City may require additional attention and pre-planning. As part of this analysis, the APS Team will highlight cul-de-sacs and other potential constraints and map these conditions to the various mapped hazards to identify converging issues. Based on the analysis, the APS Team will identify recommended policies and implementation actions for incorporation into the updated General Plan Safety Element.

AB 747/ AB 1409 Analysis

Fehr & Peers has developed the following scope of work to meet the City of Malibu's needs to comply with SB 99, AB 747, and AB 1409.

Task 1: Review Current City Documents

The Fehr & Peers team will review and utilize recent City data and information that has been developed for the Transportation Plan for Wildfire and Tsunami Evacuation Study (Minagar & Associates, 2020). It is assumed that the analysis is comprehensive, but we will coordinate with City staff to determine whether any additional facilities or evacuations scenarios need to be considered. If additional roadways/scenarios are needed, then a budget amendment to study them will be required.

Task 2: Outreach Meetings

Fehr & Peers will attend and participate in a public outreach meeting/event with the Atlas project team. This will help the team better understand the community needs and concerns.

In addition, we will also meet with the Public Works, Fire, and Police Departments to discuss and understand their concerns and ability to implement specific features and components

of evacuation strategies. We will synthesize the feedback provided at these meetings and determine how they may affect the recommendations provided in Task 3.

Task 3: Develop Additional Recommendations

Using information provided by the City, feedback from the outreach and our experience in developing evacuation plans for other jurisdictions, our team will make recommendations that are supplementary and complementary to the Transportation Plan for Wildfire and Tsunami Evacuation Study (Minagar & Associates, 2020).

The recommendations may center around the following topics:

- Potential changes to currently identified evacuation zones and routes
- Identification of staging areas in the public ROW
- Identification of evacuation centers that are accessible to as many employees and residents as possible
- Refined communication methods to communicate evacuation information to employees and residents
- Roadway network improvements and traffic management strategies to improve evacuation capacity
- Goals, Policies and/or Actions related to emergency evacuation

Our budget for this task includes preparation for and attendance at two coordination meetings. Additional meetings may be added on a time & materials basis.

Task 4: Documentation

Finally, our team will create a Technical Report to document the results of the analysis conducted, including graphics and narrative discussion of findings to address, and recommendations developed.

Our budget for this task assumes one draft report and one final report, following one round of consolidated comments.

Task 4. Prepare Draft Safety Element and Draft Amendments to Other General Plan Elements and the Local Coastal Program

Administrative Draft Safety Element

The APS Team will prepare an Administrative Draft Safety Element update in compliance with Government Code Section 65302 (g). Based on a review of the existing element and our understanding of the conditions within the City and vicinity, APS anticipates that seismic/geologic hazards, wildfire, severe weather, flooding, and emerging hazards will be focus areas as well as address how those hazards could be exacerbated by climate change. Relying on the recently completed LHMP and work products in Task 3, the APS team will develop an updated element that complies with the latest requirements associated with climate adaptation (SB 379) and evacuation (SB 99). The updated element will also ensure compliance with SB 1241, which requires identifying and assessing wildfire hazards for

communities with Very High Fire Hazard Severity Zones. As part of this compliance, the updated element will require review and approval by Cal Fire and the California Board of Forestry and Fire Protection. Based on our assessment conducted in Task 2, APS will establish comprehensive goals and policies to protect the community from the unreasonable risk of natural and human-caused hazards of concern.

LCP Update Memo

City currently has an adopted Local Coastal Program (LCP) providing direction on public access and recreation, marine and land resources, new development, visual resources, and public works. Recent amendments to the LCP have focused on mapping errors, sign regulations, and Coastal Development Permits. While the LCP does contain a hazards and shoreline/bluff development chapter that generally discusses sea level rise (SLR), it does not address recent regulation and guidance as it relates to coastal resilience strategies, including policies and programs.

Understanding the City would like to bifurcate the Safety Element from the LCP as much as possible, the Atlas team proposes a focused update that keeps the LCP components intact with the goal of not triggering an update at this time. To support this effort and help City staff understand how the LCP may be affected by the update, the Atlas team will prepare a memorandum that summarizes the LCP components in the Safety Element that may require update. The intent of this is to use it as a guide for future update to the LCP. As part of this memo, any potential actions that could trigger an LCP update will also be identified.

Second Administrative Draft Safety Element

Upon completion of City staff review of the Administrative Draft Safety Element, the APS Team will prepare a Second Administrative Draft Safety Element that addresses concerns and comments provided. Upon completion, the APS Team will share this draft with City staff for approval. Once approved, the Public Review Draft Safety Element will be prepared.

Public Review Draft Safety Element

Upon completing the City's review of the 2nd Administrative Draft Safety Element, APS will prepare a Public Review Draft Safety Element to be released for public comment. We anticipate this draft will be released for 30 days for public review; however, this timeframe is typically based on the required review associated with the CEQA process conducted. Since we recommend an exemption be used for CEQA compliance, no public review period is necessary. Refer to Task 6 for additional information.

Task 5. Coordination with State Agencies

Cal Fire Review Draft Safety Element

Upon completing the Public Review Draft, the APS team will share the document with Cal FIRE staff, initiating the required SB 1241 review. Typically, this review should be initiated 90 days before the final adoption of the Safety Element by the City Council. Through this process, the APS Team will receive comments or recommendations for inclusion in the element to comply with SB 1241 requirements. Once comments are received from Cal FIRE,

the APS Team will conduct a coordination call with the Cal Fire reviewer to discuss potential revisions and provide those revisions to City staff for review and approval. Upon approval, the Revised Element will be submitted for final review by Cal Fire in preparation for transmittal to the Board of Forestry. Once the Board of Forestry approves the element, the City will have met its required obligation and can adopt the element.

Once the Cal Fire Review Draft is complete and transmitted to Cal Fire staff for review, the APS Team will coordinate with staff to ensure a timely review. This coordination will involve regular calls/emails and other interactions during the review to minimize delay and expedite the comments and revisions process.

Other Coordination

To comply with Government Code Section 65302(g) requirements the APS Team will coordinate with the California Geological Survey, Cal Fire, and other relevant agencies as necessary. This coordination may include email correspondence or phone calls to coordinate with key contacts, as necessary.

Task 6. CEQA Documentation

Meridian Consultants (Meridian) will prepare CEQA compliance documentation with a focus on whether the proposed changes to the City's 1995 General Plan Safety Element may cause significant effects on the environment. Services to be provided by Meridian Consultants are described for the following tasks:

- Task 6.1: Preliminary Review
- Task 6.2 (O-3): Prepare Administrative Draft Initial Study and ND/MND
- Task 6.3 (O-4): Public Draft Initial Study and Proposed ND/MND
- Task 6.4 (O-5): Prepare Final ND/MND

Task 6.1: Preliminary Review

Meridian will conduct preliminary review of the Safety Element Update in relation to the standards in Article 5. Of the CEQA Guidelines, Preliminary Review of Projects and Conduct of Initial Study to determine if adoption of the proposed Safety Element Update is and activity subject to CEQA and/or Exempt from CEQA because adoption will not result in significant effects on the environment. If determined to be exempt, findings will be prepared to support this determination. Draft findings will be provided for review and comment by City staff and these findings will be revised and finalized in response to the comments received.

Tasks 6.2 -6.4

Please refer to Optional Tasks O-3, O-4, and O-5 for descriptions of these tasks

Task 7. Safety Element Adoption / CEQA Document Adoption / Certification Process

Final Draft Safety Element

Upon conclusion of both the public and Cal FIRE review processes, the APS Team will support City staff with the final approval process. As part of this process, the APS Team will prepare the Final Safety Element based on feedback and comments received during the public hearings process. It is anticipated that revisions during this phase will be minor and require minimal staff time.

Upon completion of the final Safety Element, the APS team will support City staff during the adoption process by attending the following meetings:

California Board of Forestry Hearing (1)

APS staff will attend the virtual California Board of Forestry and Fire Protection hearing to support the City and Cal Fire staff during this approval process. As part of these hearings, Board members typically have questions for Cal Fire staff that often require support from the City/Consultant. Attendance at this meeting is advised to ensure a smooth process and reduce potential questions or concerns.

Planning Commission Meeting (1)

APS staff will support City staff during the final adoption process with the Planning Commission. This task includes in-person attendance, preparation of a presentation for use at the meeting, and information and materials preparation for inclusion in the staff report used for the commission's recommendation to City Council.

City Council Meeting (1)

APS staff will support City staff during the final adoption of the Safety Element. This task includes in-person attendance, preparation of a presentation for use at the meeting, and information and materials preparation for inclusion in the staff report and adoption materials.

Task 8. Prepare Final Safety Element and Amendments to Other General Plan Elements and the LCP

Upon adoption by the City Council the APS Team will incorporate the requested changes/ revisions into the Safety Element. If additional changes to other elements are required, these would be incorporated at this time, assuming they have been analyzed under the appropriate CEQA document. If changes requested are outside of the scoped CEQA analysis these will be included in a memorandum for future update.

SUMMARY OF EXPECTED DELIVERABLES

- Community Engagement Strategy
- Draft guiding goals and policies
- Outline of recommended General Plan amendments

- LCP Memorandum
- Administrative Draft Safety Element and list of amendments to other General Plan Elements
- Second Administrative Draft Safety Element and list of amendments to other General Plan Elements
- Public Draft Safety Element and list of amendments to other General Plan Elements
- Final Safety Element and list of amendments to other General Plan Elements
- CEQA Document, and required forms and notices

OPTIONAL TASKS

Task 6.2: Prepare Administrative Draft Initial Study and ND/MND

Meridian will prepare an Initial Study evaluating the proposed Safety Element Update using the latest standard Initial Study checklist form in Appendix G to the 2024 CEQA Guidelines. Analysis will be provided for each of the environmental topics in the Initial Study checklist form to study and provide justification for each “No Impact,” “Less than Significant Impact,” “Less Than Significant Impact with Mitigation Incorporated,” and “Potential Significant Impact” determinations checked in response to each question.

The Initial Study will include a complete description of the proposed Safety Element Update highlighting the changes from the current Safety Element and the relationship of these changes to updated requirements in state law.

As the purpose of this update is to comply with all applicable state legislation and guidance published by the State’s Office of Planning and Research (OPR) and address risks from natural hazards, including wildfire, flooding and seismic hazards, it is anticipated the updated policies will likely be determined to avoid significant impacts from these conditions. For this reason, the Initial Study will likely support adoption of an ND. If any potential significant effects are identified, measures to avoid or substantially lessen these impacts are likely to be identified, which would support the adoption of an MND.

Task 6.3: Public Draft Initial Study and Proposed ND/MND

Upon receipt of comments from City staff on the Administrative Draft Initial Study and ND/MND, Meridian will review these comments with the project team and revise the Initial Study and ND/MND to incorporate the comments and requested information to prepare the Proposed ND/MND for release for public review.

This task includes provision of electronic PDF files for posting to the City’s website. Meridian will all required OPR/State Clearinghouse forms and public notices as well as the Notice of Intent (NOI) to adopt the ND/MND.

Task 6.4: Prepare Final ND/MND

Upon receipt of comments after the 30-day public review period for the Proposed ND/MND, Meridian will review the comments and prepare draft responses to the comments for review by City staff. If any of these comments required revisions to the information in the Initial Study, redline/strikeout revisions will be made to the Initial Study.

If an MND is prepared, the required Mitigation Monitoring and Reporting Program (MMRP) will also be prepared that identifies the mitigation measures included in the Draft MND/IS; the timing of the implementation of each measure; and the entity (applicant, agency, or both) responsible for implementing and monitoring each measure. We will coordinate with City staff to identify the responsible parties for each mitigation measure. Meridian Consultants will revise the MMRP in response to one round of comments for final submittal to the City.

An Administrative Final MND/IS containing responses to comments and other required CEQA sections will be provided to City staff for review. In addition, a Final MMRP will also be prepared. Meridian Consultants will prepare the Final MND for adoption. This task includes provision of electronic PDF files for posting to the City's website. Meridian will also prepare a Notice of Determination (NOD) for filing after approval of the Safety Element Update.

I. Budget and Fees

The following fee corresponds with the Proposal prepared by Atlas Planning Solutions and submitted to the City on November 8, 2024. If the City has concerns regarding the assumptions made within the scope of work and budget, Atlas Planning Solutions would be happy to discuss these assumptions and modify the fee as appropriate.

Task Name	Aaron Plammenstiel	Suzanne Murray	Dennis Larson	Crystal Stueve	Robert Jackson	John Muggridge	Chelsea Richer	Dongyang Lin	Tony Locaciato	Leanna Williams	Total Fees
	\$250	\$160	\$180	\$150	\$135	\$250	\$200	\$150	\$250	\$175	
Task 1: Data Collection and Research											
Project Kick-Off Meeting	4		2		2	4					\$2,630
Existing Documents Review	2	4	2		8	2					\$3,080
Existing Conditions Assessment	2	2		4	4						\$1,960
Task 2: Community Engagement											
Community Engagement Strategy	2			8	8						\$2,780
Community Engagement Content	2	4			8						\$2,220
Listening Sessions (3 Sessions)	16	8		8	8						\$7,560
Public Workshop	4			4	4						\$2,140
Task 3: Policy Development/ Technical Analysis											
SB 379 Assessment	4		24	4							\$5,920
SB 99 Assessment	4			4	20						\$4,300
Evacuation Memo	8					20	24	200			\$41,800
Draft Policy Framework	4	4	4	4	16						\$5,120
Planning Commission Study Session	4				4	4					\$2,540
Task 4: Prepare Draft Safety Element and Draft Amendments to Other General Plan Elements and the Local Coastal Program											
Administrative Draft Safety Element	4	4	8	4	16						\$5,840
LCP Memo	8	4	20								\$6,240
2nd Administrative Draft Safety Element	4	4	4	4	12						\$4,580
Public Review Draft Safety Element	4	2	2	4	8						\$3,360
Task 5: Coordination of State Agencies											
Cal Fire Review Draft Safety Element	8	2	4	4	8						\$4,720
Other Coordination	8		8		4						\$3,980
Task 6: CEQA Determination											
CEQA Exemption	1								4	18	\$4,400
CEQA Approval Support	1								4	4	\$1,950
Task 7: Safety Element Adoption/CEQA Document Adoption/Certification Process											
Final Draft Safety Element	2	2	2	4	8						\$2,860
Board of Forestry Hearing	4				4						\$1,540
Planning Commission Meeting	4				4						\$1,540
City Council Meeting	6		4		4						\$2,760
Task 8: Prepare Final Safety Element and Amendments to Other General Plan Elements and the LCP											
Final Adopted Safety Element	2	2	4	4	8						\$3,220
Grand Total	110	40	84	56	150	30	24	200	8	22	\$129,040
Contingency (10%)											\$12,904
Optional Tasks											
Task 6.2: Prepare Administrative Draft Initial Study and ND/MND									28	72	\$19,600
Task 6.3: Public Draft Initial Study and Proposed ND/MND									8	32	\$7,600
Task 6.4: Prepare Final ND/MND									8	16	\$4,800

EXHIBIT B INSURANCE LANGUAGE

Without limiting Consultant's indemnification of City, and prior to commencement of work and/or services under this Agreement, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than 1,000,000 combined single limit for each accident.

Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance (statutory limits) and Employer's Liability insurance (with limits of at least \$1,000,000).

Consultant shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

Umbrella or Excess Liability Insurance. Consultant shall obtain and maintain an umbrella liability insurance policy with limits that will provide bodily injury, personal injury, and property damage liability coverage, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason, other than bankruptcy or insolvency of said primary insurer;
- "Pay on behalf of" wording as opposed to "reimbursement";
- Concurrency of effective dates with primary policies.

Should Consultant obtain and maintain an excess liability policy, such policy shall be excess over commercial general liability, automobile liability, and employer's liability policies. Such policy or policies shall include wording that the excess liability policy follows the terms and conditions of the underlying policies.

OTHER PROVISIONS OR REQUIREMENTS

Proof of Insurance. Consultant shall provide certificates of insurance and required endorsements to City as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City for the contract period and any additional length of time required thereafter. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of Coverage. Consultant shall procure and maintain for the contract period, and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss which may arise from or in connection with the performance of the Work hereunder by Consultant, their agents, representatives, employees, or subconsultants.

Primary/Noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of

recovery prior to a loss. Consultant hereby waives its own right of recovery against City and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of Contract Provisions (Non Estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. If any of the Consultant's insurers are unwilling to provide such notice, then Consultant shall have the responsibility of notifying the City immediately in the event of Consultant's failure to renew any of the required insurance coverages, or insurer's cancellation or non-renewal.

Additional Insured Status. General liability, automobile liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies.

Prohibition Of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of Insureds. A severability of interests' provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party who is brought onto or involved in the project/service by Consultant (hereinafter collectively "Subcontractor"), provide the same minimum insurance coverage and endorsements required of Consultant under this Agreement. Consultant agrees to monitor and review all such

coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. However, in the event Consultant's Subcontractor cannot comply with this requirement, which proof must be submitted to the City, Consultant may still be able to utilize the Subcontractor provided Consultant shall be required to ensure that its Subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Subcontractor's scope of work and services, with limits less than required of the Consultant, but in all other terms consistent with the Consultant's requirements under this Agreement. This provision does not relieve the Consultant of its contractual obligations under the Agreement and/or limit its liability to the amount of insurance coverage provided by its subcontractors. This provision is intended solely to provide Consultant with the ability to utilize a Subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the Consultant under this Agreement given the limited scope of work or services provided by the subcontractor. Consultant agrees that upon request, all agreements with Subcontractors, and others engaged in the project and/or services, will be submitted to City for review.

City's Right to Revise Specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days' advance written notice of such change. If such a change results in substantial additional costs to the Consultant, the City and Consultant may renegotiate the Consultant's compensation.

Self-Insured Retentions. Any self-insured retentions must be declared to and approved by the City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible, or require proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention through confirmation from the underwriter.

Timely Notice Of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance. The consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.