Mountains Recreation and Conservation Authority
Malibu Coastal Access Public Works Plan
December 19, 2013
DESCRIPTION OF SITES

Site Number	Beach Location	Address	Assessor Parcel Numbers	Owner	Type of public access legal interest	Size	Draft Proposed Access Improvements[1]
1	Las Tunas Beach	19016, 19020 PCH	4449-003-027, 026	Harner/ Hundley	vertical access easement held by MRCA; deed restriction in favor of public access	3 ft. wide	Stairs and/or ramp
2	Las Tunas Beach	none	4449-007-900 through 904	MRCA	fee simple	0.52 ac.	Stairs and/or ramp, deck, picnic area, seating, and/or restroom (potential)
3	Las Flores Beach	20802 PCH	4450-007-027	Lent	vertical access easement held by SCC	5 ft. wide	Stairs and/or ramp
4	La Costa Beach	21554 PCH	4451-002-010	Wayne	deed restriction in favor of public access	6 ft. wide	Stairs and/or ramp
5	Carbon Beach-La Costa Beach	21664 PCH	4451-003-900, 4451-004-900	SCC	fee simple	0.51 ac.	Stairs and/or ramp, deck, picnic area, seating, and/or restroom (potential)
6	Escondido Beach	27400, 27348 PCH (aka Geoffrey's Restaurant)	4460-030-042, 043	Holiday House, LLC, Finer Space Malibu LLC	vertical access easement held by SCC	10 ft. wide	Stairs and/or ramp
7	Escondido Beach	27700 PCH	4460-031-007	Clark	deed restriction in favor of public access	10 ft. wide	Stairs and/or ramp
8	Escondido Beach	27910 and 27920 PCH	4460-032-017, 018	Wildman/Mancuso	parking access easement and vertical access easement held by SCC	10 ft. wide for vertical access, 25 ft. wide for parking easement	Parking spaces and stairs and/or ramp

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NOTE:
1 The proposed access improvements are draft and incomplete. They are based on the best available information at the current time. The project elements will be developed further as this project proceeds.

ABBREVIATIONS:
PCH-Pacific Coast Highway
SCC-State Coastal Conservancy
MRCA-Mountains Recreation and Conservation Authority
ac.-acre
ft.-foot

Site 1: Proposed Public Works Plan Site-Specific Information

Las Tunas Beach:
19016 Pacific Coast Highway ("PCH"); fee owner Harner; deed restriction in favor of public access; 19020 PCH; fee owner: Hundley; public access easement owner: MRCA.

Site 2: Proposed Public Works Plan Site-Specific Information

Las Tunas Beach: no street address: Los Angeles County Assessor Parcel Nos: 4449-007-013, -014, -015, -016 and -017; fee owner: MRCA.

Site 3: Proposed Public Works Plan Site-Specific Information

Las Flores Beach: 20802 PCH;
fee owner: Lent; public access
easement owner: State of California
for benefit of the Conservancy.

Site 4: Proposed Public Works Plan Site-Specific Information

La Costa Beach: 21554 PCH; fee owner: Wayne; deed restriction in favor of public access.

Site 5: Proposed Public Works Plan Site-Specific Information

La Costa Beach: 21664 PCH; fee owner Conservancy.

Site 6: Proposed Public Works Plan Site-Specific Information

Escondido Beach: 27400 PCH (aka "Geoffreys Restaurant"); fee owner: Holiday House, LLC and 27348 PCH; fee owner Finer Space Malibu LLC; vertical public access easement owner: SCC. (NOTE: easement begins at Geoffreys Restaurant, passes across Escondido Beach Road (private street) and continues over 27348 Pacific Coast Highway (residential parcel on the beach).

Site 7: Proposed Public Works Plan Site-Specific Information

Escondido Beach: 27700
PCH; fee owner Dick Clark; deed restriction in favor of public access;

Site 8: Proposed Public Works Plan Site-Specific Information

Escondido Beach: 27910 PCH; fee owner: Wildman; parking access easement owner: Conservancy; also at adjacent property 27920 PCH; fee owner: Mancuso; vertical public access easement owner: Conservancy.

SITE 1

Las Tunas Beach – Harner/Gilmartin

Address: 19016 Pacific Coast Highway (PCH)
Fee owner: Harner
Public Access Easement Owner: Mountains Recreation and Conservation Authority

Address: 19020 PCH
Fee owner: Gilmartin
Deed restriction in favor of public access

SITE 2

Las Tunas Beach – Mountains Recreation and Conservation Authority

Los Angeles County Assessor Parcel Nos.: 4449-007-013, -014, -015, -016, -017
Fee owner: Mountains Recreation and Conservation Authority

SITE 3

Las Flores Beach - Lent

Address: 20802 PCH
Fee owner: Lent
Public Access Easement Owner: State Coastal Conservancy

SITE 4

La Costa Beach - Wayne

Address: 21554 PCH
Fee owner: Wayne
Deed restriction in favor of public access

SITE 5

Carbon Beach and La Costa Beach – State Coastal Conservancy

Address: 21664 PCH
Fee owner: State Coastal Conservancy

SITE 6

Escondido Beach – Geoffrey's Restaurant

Address: 27400 PCH
Fee owner: Holiday House, LLC

Address: 27348 PCH
Fee owner: Finer Space Malibu, LLC
Vertical Public Access Easement Owner: State Coastal Conservancy

NOTE: Easement begins at Geoffrey's Restaurant, passes across Escondido Beach Road (private street) and continues over 27348 PCH (residential parcel on the beach)

SITE 7

Escondido Beach – Clark

Address: 27700 PCH
Fee Owner: Dick Clark
Deed restriction in favor of public access

SITE 8

Escondido Beach – Wildman/Mancuso

Address: 27910 PCH
Fee Owner: Wildman
Parking Access Easement Owner: State Coastal Conservancy

Address: 27920 PCH
Fee owner: Mancuso
Vertical Public Access Easement Owner: State Coastal Conservancy

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STATE COASTAL CONSERVANCY REQUIREMENTS FOR CONTRACTORS

The State Coastal Conservancy and Mountains Recreation and Conservation Authority (MRCA) have entered into Grant Agreement No. 12-104 for preparation of a Malibu Coastal Access Public Works Plan for several public access sites in the coastal area of Malibu. Note that in the excerpts below, "Grantee" means "Mountains Recreation and Conservation Authority," "Conservancy" means "State Coastal Conservancy," "third-party" means consultant or contractor that MRCA hires, and "Executive Officer" means "Executive Officer of the State Coastal Conservancy."

Grant Agreement, page 5:

WORK PRODUCTS

All material, data, information, and written, graphic or other work produced, developed or acquired under this agreement is subject to the unqualified and unconditional right of the Conservancy to use, reproduce, publish, display, and make derivative use of all such work, or any part of it, free of charge and in any manner and for any purpose; and to authorize others to do so. If any of the work is subject to copyright, trademark, service mark, or patent, the Conservancy is granted and shall have a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of derivative works, and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense.

The grantee shall include in any contract with a third party for work under this agreement terms that preserve the rights, interests, and obligations created by this section, and that identify the Conservancy as a third-party beneficiary of those provisions.

The grantee shall not utilize the work produced under this agreement for any profit-making venture, or sell or grant rights to a third party for that purpose.

Grant Agreement, pages 5 and 6:

COSTS AND DISBURSEMENTS

...The Conservancy will reimburse the grantee for expenses necessary to the project when documented by appropriate receipts. The Conservancy will reimburse travel and related expenses at actual costs not to exceed the rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations ("CCR"), except that reimbursement may be in excess of these rates upon documentation that these rates are

not reasonably available to the grantee. Reimbursement for the cost of operating a private vehicle shall not, under any circumstance, exceed the current rate specified by the State of California for unrepresented state employees as of the date the cost is incurred. The Conservancy will reimburse the grantee for other necessary expenses if those expenses are reasonable in nature and amount taking into account the nature of the project, its location, and other relevant factors...

...The grantee shall request disbursements by filing with the Conservancy a fully executed "Request for Disbursement" form...Each form shall be accompanied by:

...2. Invoices from contractors that the granted engaged to complete any portion of the work funded under this agreement and any receipts and any other source documents for costs incurred and expenditures by any such contractor, unless the Executive Office makes a specific exemption in writing.

Grant Agreement pages 7 and 8:

EARLY TERMINATION, SUSPENSION AND FAILURE TO PERFORM

Before the project is complete, either party may terminate this agreement for any reason by providing the other party with seven days notice in writing and the Conservancy may suspend the agreement upon written notice. In either case, the grantee shall immediately stop work under the agreement and take all reasonable measures to prevent further costs to the Conservancy. The Conservancy shall be responsible for any reasonable and non-cancelable obligations incurred by the grantee in the performance of this agreement prior to the date of the notice to terminate or suspend, but only up to the undisbursed balance of funding authorized in this agreement. Any notice suspending work under this agreement shall remain in effect until further written notice from the Conservancy authorizes work to resume.

If the grantee fails to complete the project as required, or fails to fulfill any other obligations of this agreement prior to the termination date, the grantee shall be liable for immediate repayment to the Conservancy of all amounts disbursed by the Conservancy under this agreement. The Conservancy may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed. This paragraph shall not be deemed to limit any other remedies the Conservancy may have for breach of this agreement.

On or before the date of termination of the agreement under this section, whether terminated by the grantee or the Conservancy, the grantee shall provide the Conservancy

with all work, material, data, information, and written, graphic or other work produced, developed or acquired under this agreement (whether completed or partial), in appropriate, readily useable form.

The parties expressly agree to waive, release and relinquish the recovery of any consequential damages that may arise out of the termination or suspension of this agreement under this section.

The grantee shall include in any agreement with any contractor retained for work under this agreement a provision that entitles the grantee to suspend or terminate the agreement with the contractor for any reason on written notice and on the same terms and conditions specified in this section.

Grant Agreement, pages 9-11:

INSURANCE

Throughout the term of this agreement, the grantee shall procure and maintain insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the grantee or its agents, representatives, employees, volunteers, or contractors associated with the project undertaken pursuant to this agreement. As an alternative, with the written approval of the Executive Officer, the grantee may satisfy the coverage required by this section in whole or in part through: (a) its contractors' procurement and maintenance of insurance for work under this agreement, if the coverage otherwise fully satisfies the requirements of this section; or (b) the grantee's participation in a "risk management" plan, self insurance program or insurance pooling arrangement, or any combination of these, if consistent with the coverage required by this section.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

    a. Insurance Services Office (“ISO”) Commercial General Liability coverage (occurrence Form CG 0001) or ISO Comprehensive General Liability form (1973) or comparable with Broad Form Comprehensive General Liability endorsement.

    b. Automobile Liability coverage - ISO Form Number CA 0001, Code 1 (any auto).

    c. Workers' Compensation insurance as required by the Labor Code of the State of California.

2. Minimum Limits of Insurance. Grantee shall maintain coverage limits no less than:

a. General Liability: (*Including operations, products and completed operations, as applicable*)

$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this agreement or the general aggregate limit shall be twice the required occurrence limit.

b. Automobile Liability:

$1,000,000 per accident for bodily injury and property damage.

3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Officer.

4. Required Provisions. Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days' prior written notice by certified mail, return receipt requested, has been given to the Conservancy. The general liability and automobile liability policies are to contain, or to be endorsed to contain, the following provisions:

a. The State of California, its officers, agents and employees are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the grantee; and with respect to liability arising out of work or operations performed by or on behalf of the grantee including materials, parts or equipment furnished in connection with such work or operations.

b. For any claims related to this agreement, the grantee's insurance coverage shall be primary insurance with respect to the State of California, its officers, agents and employees.

c. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

5. Acceptability of Insurers. Insurance shall be placed with insurers admitted to transact business in the State of California and having a current Best's rating of "B+:VII" or better or, in the alternative, acceptable to the Conservancy and approved in writing by the Executive Officer.

6. Verification of Coverage. The grantee shall furnish the Conservancy with original

certificates, in the form attached as Exhibit B to this agreement and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Executive Officer before work commences. The Conservancy reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage, at any time.

7. Contractors. The grantee shall include all contractors as insureds under its policies or shall require each contractor to provide and maintain coverage consistent with the requirements of this section. To the extent generally available, grantee shall also require each professional contractor to provide and maintain errors and omissions liability insurance appropriate to the contractor's profession and in a reasonable amount in light of the nature of the project with a minimum limit of liability of $1,000,000.

8. Premiums and Assessments. The Conservancy is not responsible for premiums and assessments on any insurance policy.

Grant Agreement, page 11:

AUDITS/ACCOUNTING/RECORDS

The grantee shall maintain financial accounts, documents, and records (collectively, “records”) relating to this agreement, in accordance with the guidelines of “Generally Accepted Accounting Principles” (“GAAP”) published by the American Institute of Certified Public Accountants. The records shall include, without limitation, evidence sufficient to reflect properly the amount, receipt, deposit, and disbursement of all funds related to work under the agreement. Time and effort reports are also required. The grantee shall maintain adequate supporting records in a manner that permits tracing from the request for disbursement forms to the accounting records and to the supporting documentation.

Additionally, the Conservancy or its agents may review, obtain, and copy all records relating to performance of the agreement. The grantee shall provide the Conservancy or its agents with any relevant information requested and shall permit the Conservancy or its agents access to the grantee's premises upon reasonable notice, during normal business hours, to interview employees and inspect and copy books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this agreement and any applicable laws and regulations.

The grantee shall retain the required records for a minimum of three years following final disbursement by the Conservancy. The records shall be subject to examination and audit by the Conservancy and the Bureau of State Audits during the retention period.

If the grantee retains any contractors to accomplish any of the work of this agreement, the

grantee shall first enter into an agreement with each contractor requiring the contractor to meet the terms of this section and to make the terms applicable to all subcontractors.

The Conservancy may disallow all or part of the cost of any activity or action that it determines to be not in compliance with the requirements of this agreement.

Grant Agreement, page 12:

NONDISCRIMINATION

During the performance of this agreement, the grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, ethnic group identification, physical disability (including HIV and AIDS), mental disability, medical condition, marital status, age (over 40) or sexual orientation (Government Code section 12940). The grantee and its contractors also shall not unlawfully deny a request for or take unlawful action against any individual because of the exercise of rights related to family-care leave (Government Code sections 12945.1 and 12945.2). The grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination, harassment and unlawful acts.

Consistent with Government Code section 11135, the grantee shall ensure that no one, on the basis of race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability, is unlawfully denied full and equal access to the benefits of, or is unlawfully subjected to discrimination under, the work funded by the Conservancy under this agreement.

Pursuant to Government Code section 12990, the grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.) and the applicable regulations (California Code of Regulations Title 2, section 7285.0 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated into this agreement by this reference.

The grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This nondiscrimination clause shall be included in all contracts and subcontracts entered into to perform work provided for under this agreement.