

CALIFORNIA COASTAL COMMISSION

SOUTH CENTRAL COAST AREA
SOUTH CALIFORNIA ST., SUITE 200
SANTA ANA, CA 92701
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RECORD PACKET COPY

Filed: 10/08/99
Commission Action: 4/12/00
Staff: SG-SF
Staff Report: 5/22/03
Hearing Date: 6/12/03

**STAFF REPORT: SECTION 30319 COMPLIANCE****COASTAL DEVELOPMENT PERMIT:** 4-98-334**APPLICANT:** State of California, Santa Monica Mountains Conservancy**PROJECT LOCATION:** Ramirez Canyon Park (formerly the Streisand Center for Conservancy Studies) at 5750, 5775, 5800, 5802, and 5810 Ramirez Canyon Road, Malibu, County of Los Angeles**DATE OF COMMISSION APPROVAL:** April 12, 2000**REMAND TO COMMISSION:** By Order dated March 21, 2003, the Superior Court remanded this matter to the Coastal Commission, for consideration of new evidence and a determination of whether a violation of Public Resources Code Section 30319 and related Commission regulations occurred.

DESCRIPTION OF APPROVED PROJECT: Convert 5 existing single family residences (on 6 lots) to use for offices and appurtenant facilities for up to 14 staff and 2 maintenance workers, and use one of the residences to house a ranger and family; install two water tanks to supply a backup water source for fire fighting; provide on site parking in a variety of locations; permanently abandon specified existing septic system components; install new wastewater treatment facility, including treated effluent discharge plan; continuously maintain a minimum of three portable toilets on site for use by all groups of more than 40 participants and by participants in public outreach activities; conduct special events for groups of up to 200 guests (subject to a variety of daily, monthly, and seasonal restrictions), and small group gatherings (such as workshops, meetings, and retreats) and tours, for groups of up to 40 participants; establish satellite parking locations to serve van shuttles to the site; install and/or improve on-site trails and picnic facilities; conduct recreational and interpretive programs for physically-challenged park visitors; perform structural reinforcements to existing wooden bridge on Ramirez Canyon Road, perform fuel modification on site and along Ramirez Canyon Road, and undertake specified improvements to on site driveways and turnout areas for emergency vehicle access, all in accordance with the recommendations and requirements of state and county fire and life safety reviewers. The applicant has renamed the former Streisand Center for Conservancy Studies to Ramirez Canyon Park.

SUBSTANTIVE FILE DOCUMENTS: Administrative Record for Coastal Development Permit No. 4-98-334 and Augmented Administrative Record of Proceedings Before the California Coastal Commission in the Matter of Coastal Development Permit No. 4-98-334 (Santa Monica Mountains Conservancy), Volumes 1 – 5.

STAFF RECOMMENDATION: That the Commission find that the Santa Monica Mountains Conservancy complied with the requirements of Section 30319 of the Coastal Act, with respect to the activities of Nancy Lucast on Coastal Development Permit Application No. 4-98-334.

STAFF NOTE

The Coastal Commission approved Coastal Development Permit No. 4-98-334 (Permit No. 4-98-334), subject to conditions, on April 12, 2000. The City of Malibu filed a lawsuit challenging the approval (*City of Malibu v. California Coastal Commission*, Case No. 200062), which is pending in Superior Court for the County of Ventura. During the course of the lawsuit, the City alleged that Santa Monica Mountains Conservancy employed Nancy Lucast as an agent without complying with the requirements of Coastal Act Section 30319. This Section requires a permit applicant to disclose to Commission staff the name and address of all persons who, for compensation, will be communicating with the Commission or Commission staff on the applicant's behalf. The disclosure must be made prior to such communication. The Court allowed the City to conduct discovery regarding the relevant activities of Nancy Lucast. The Court then granted a motion by the City to amend its pleadings to include a claim of failure to comply with Section 30319. However, the Court remanded the matter to the Coastal Commission, so the Commission may make an initial determination regarding compliance with Section 30319 and related regulations. The Court also granted a motion by the City to augment the administrative record to include materials relevant to compliance with Section 30319, including several deposition transcripts. The Court directed the Commission to consider this information in making its determination regarding compliance with Section 30319.

I. STAFF RECOMMENDATION:

MOTION: I move that the Commission find that Section 30319 of the Coastal Act was violated.

Staff Recommendation of Compliance:

Staff recommends a **NO** vote. Failure of this motion will result in a finding of compliance with Section 30319 and adoption of the following resolution and findings. The motion passes only by an affirmative vote of the majority of the Commissioners present.

Resolution to Find Compliance With Section 30319:

The Commission hereby finds that the applicant complied with Section 30319 of the Coastal Act, in connection with the activities of Nancy Lucast, as a person who, for compensation, communicated with the Commission or Commission staff on the applicant's behalf and adopts the findings set forth below.

II. FINDINGS AND DECLARATIONS:

The Commission hereby finds and declares:

A. Project Description and Background:

The Santa Monica Mountains Conservancy (Conservancy or applicant) submitted an Application for Coastal Development Permit dated December 17, 1998. Page 1 of the application identifies Laurie Collins and Lisa Soghor as the applicant's representatives who will communicate on behalf of the applicant, for compensation, with the Commission or Commission staff about the application. The Conservancy's application was assigned number 4-98-334.

A Staff Report dated October 14, 1999 on Application No. 4-98-334 was issued by Commission staff. As shown on page one of this Report, the application was scheduled for a hearing by the Commission on November 4, 1999. The Report recommended approval in part and denial in part. Prior to the hearing date, the Conservancy requested a postponement. This request is set forth in a letter dated October 28, 1999, from Laurie C. Collins, Staff Counsel to Gary Timm, District Director, California Coastal Commission. (Exhibit 1). Pursuant to the Commission's regulations, the Conservancy had one right to postpone the vote on its application. 14 California Code of Regulations section 13073(a). At the hearing on November 4, 1999, the Executive Director announced that the hearing on the Conservancy's application was postponed. The Commission then discussed whether it should be rescheduled for the January 2000 or the April 2000 Commission meeting. A majority of Commissioners voted to schedule the hearing for the January 2000 Commission meeting. Neither Lucast nor any agent or employee of the Conservancy testified regarding Application No. 4-98-334 at the November 4, 1999 Commission hearing.

After the Conservancy's permit application was submitted, on two separate occasions, the Conservancy notified the Commission staff that it had retained an additional agent to represent it with respect to the application. A letter dated October 28, 1999, from Laurie C. Collins, Staff Counsel, Santa Monica Mountains Conservancy, to Gary Timm, District Director, Coastal Commission, identifies Steve H. Kaufmann, Esq. as an additional person who may, for compensation, communicate with Commission and Commission staff on behalf of the Conservancy regarding Application No. 4-98-334 (Exhibit 2). A letter dated November 17, 1999 from Laurie C. Collins, Staff Counsel, Santa Monica Mountains Conservancy, to Gary Timm, District Director, Coastal

Commission, identifies Nancy Lucast as an additional person who may, for compensation, communicate with the Commission and Commission staff on behalf of the Conservancy regarding Application No. 4-98-334 (Exhibit 3).

The Conservancy submitted an "Amendment to Project Description Ramirez Canyon Park" in a letter dated December 8, 1999, to Chuck Damm, Coastal Commission. (Exhibit 4, first page only). Application No. 4-98-334 was then scheduled for a hearing on January 13, 2000 and Commission staff issued a second Staff Report dated December 21, 1999. After a hearing on the application on January 13, 2000, the Commission continued the matter. On February 17, 2000, Commission staff person Melanie Hale sent a letter to Nancy Lucast about the Conservancy application. This letter refers to a discussion "several weeks ago" where Lucast mentioned "that the applicant was actively addressing the concerns expressed by the Commission" (Exhibit 5).

The Conservancy submitted another amendment to the project description, dated March 6, 2000. (Exhibit 6, first page only). Commission staff then issued a third Staff Report on the application dated March 30, 2000 and it was scheduled for a hearing on April 12, 2000. At that hearing, the Commission approved the application, subject to conditions. At its meeting on July 13, 2000, the Commission approved the Staff Report: Revised Findings, dated June 22, 2000. The Revised Findings reflect changes to the conditions of approval that the Commission made at the April 12, 2000 hearing. The conditions of approval were satisfied, and the permit was issued on February 5, 2001.

B. Applicable Statutes and Regulations

Section 30319 of the Coastal Act states:

Any person who applies to the Commission for approval of a development permit shall provide the Commission with the names and addresses of all persons who, for compensation, will be communicating with the Commission or Commission staff on the applicant's behalf or on behalf of the applicant's business partners. That disclosure shall be provided to the Commission prior to any such communication. Failure to comply with that disclosure requirement is a misdemeanor and, upon conviction, the person shall be punished by a fine of five thousand dollars (\$5,000) or imprisonment in the county jail not exceeding six months, and, in addition, shall be subject to immediate denial of the permit. (Public Resources Code section 30319).

The Commission has not adopted any regulations to implement Section 30319. The permit application form that the Commission used at the time the Conservancy submitted its application contained a memorandum from the Coastal Commission to Permit Applicants, dated December 28, 1992, entitled: "Notice Concerning Important New Disclosure Requirements." (Exhibit 7). This memorandum states that, where a

representative is retained after an application is submitted, the applicant must identify the agent in writing before communication with Commission staff occurs.

In the pending litigation, the City has asserted that the Conservancy failed to comply with the regulation at 14 California Code of Regulations section 13053.5. The relevant portions of this regulation state:

The permit application form shall require at least the following items:

(c) A dated signature by or on behalf of each of the applicants, attesting to the truth, completeness and accuracy of the contents of the application and, if the signer of the application is not the applicant, written evidence that the signer is authorized to act as the applicant's representative and to bind the applicant in all matters concerning the application.

- - -

(f) The form shall also provide notice to applicants that failure to provide truthful and accurate information necessary to review the permit application or to provide public notice as required by these regulations may result in delay in processing the application or may constitute grounds for revocation of the permit.

C. Evidence Regarding Lucast's Contacts With the Coastal Commission

As noted above, the Commission staff received a letter dated November 17, 1999, that was sent via facsimile and regular mail, that identifies Nancy Lucast as an agent of the Conservancy. The City asserts that Lucast communicated with Commission staff prior to the date of this letter and asserts that such communications violated Section 30319. There are no written communications between Lucast and Commission staff prior to November 17, 1999. Therefore, the relevant question is whether there were oral communications between Lucast and Commission staff prior to this date.

The documents in the augmented administrative record show that on November 9, 1999, Lucast signed and dated an Agreement to Provide Coastal Planning Services to the Conservancy (hereafter "proposal"). (Exhibit 8). The documents also show that the Mountains Recreation and Conservation Authority (MRCA) and Lucast Consulting entered into a contractual agreement on November 24, 1999 for Lucast to represent the Conservancy on its application. This contract states under the heading "Scope of Work": "Consultant shall facilitate the coastal development permit process for the Ramirez Canyon property. See Consultant's proposal for details." (Exhibit 9).

In Lucast's deposition in the pending litigation, she stated that she was first contacted to work with the Conservancy in the last quarter of 1999. Deposition of Nancy Lucast, p.44, line 4-18. Lucast does not recall if she was hired to represent the Conservancy prior to the date she signed the contract (November 24, 1999). Lucast Depo. p.60, line

5-20. With respect to her proposal to the Conservancy that was dated November 9, 1999 (Exhibit 9), Lucast was asked: "How soon after you sent out that invoice or that proposal did you contact anyone at the Coastal Commission, whether staff or Commissioners?" Her response was: "I don't know." Lucast Depo. p.82, line 20-25 and p.83, line 1-3. Lucast has no recollection of contacting either Commissioners or Commission staff before November 17. Lucast Depo. p.83, line 4-18. Lucast also stated that she does not remember when she received the first Staff Report (dated October 14, 1999) on the Conservancy application and does not actually remember reading it, although she is sure that she did read it at some point. Lucast Depo. p.105, line 1-25.

Lucast does not specifically remember being at the Coastal Commission meeting in November 1999, when the subject of the Conservancy application was discussed. Lucast Depo. p. 78, line 19-23. Lucast stated that she attended several meetings with Coastal Commission staff about the Conservancy application; however, she does not recall the dates of any of those meetings. Lucast Depo. p. 81, line 6-21. Regarding activities that she participated in, Lucast stated: "I assisted in the preparation of writings and exhibits and presentations for the first public hearing, which my best guess is – was in January of 2000." Depo. p.81, line 6-13.

Coastal Commission staff do not have any records or any specific recollection of communications with Lucast about the Conservancy application prior to November 17, 1999. The augmented administrative record includes the deposition of Chuck Damm, Senior Deputy Director of the Coastal Commission, regarding this issue. Mr. Damm does not know when he or other Commission staff first had contact with Lucast concerning the Conservancy application. He indicated in his deposition that he does not recall any involvement by Lucast prior to issuance of the first staff report. Deposition of Chuck Damm, p.40, line 9-14. Mr. Damm does not recall whether the applicant requested a continuance of the hearing scheduled for November 4, 1999 or whether the Commission itself decided to continue it. Damm Depo. p. 159, line 1-15. Mr. Damm recalls that after the first staff report was issued, there were three, or maybe four, meetings between Commission staff and Conservancy staff regarding the application that Lucast participated in. Damm Depo. p.120, line 7-15. Mr. Damm does not know if the Commission staff had already received written notification from the Conservancy that Lucast was its agent at the time of the first meeting. Damm Depo. p. 121, line 5-16. In fact, Mr. Damm does not remember ever seeing the Conservancy's letter (which was addressed to Gary Timm) identifying Lucast as its agent prior to the City's lawsuit challenging the Commission's approval of the Conservancy permit. Damm Depo. p. 122, line 2-15.

The augmented administrative record also contains a letter dated May 12, 2000 from Melanie Hale, Coastal Commission, to Rhett Robb, Santa Monica Mountains Conservancy, Re: "CDP No. 4-98-334 and Application No. CDP 4-00-084." (Exhibit 10). The City asserts that this letter is evidence that Lucast communicated with

Commission staff prior to November 17, 1999. The relevant paragraph in the letter states:

"Last fall, after publication of the initial staff report for CDP Application 4-98-334, Commission staff was officially notified that Nancy Lucast and Steve Kaufmann would be formally representing the Conservancy in matters concerning the then-pending application, which they simultaneously advised us to postpone from the hearing then scheduled for November."

As noted above, Laurie Collins, Conservancy Staff Counsel, request a postponement in a letter dated October 28, 1999. (Exhibit 3). In the sentence quoted above, the author of the May 12, 2000 letter, Ms. Hale, did not intend to represent that Lucast and Kaufmann were the ones who requested a postponement of the November 1999 hearing. The request for postponement was not made to Ms. Hale, but she was informed about it by a supervisor. Ms. Hale does not know who contacted Commission staff to request the postponement. Ms. Hale also does not recall being specifically informed that the Conservancy requested a postponement at the same time that it informed Commission staff that Lucast and Kaufmann had been retained as its representatives.

The augmented administrative record also includes the depositions of Peter Douglas, Executive Director of the Coastal Commission and Joseph Edmiston, Executive Director of the Santa Monica Mountains Conservancy. At the Commission meeting in November 1999, Mr. Douglas discussed with Edmiston how much time the Conservancy needed to obtain further studies that the Commission staff requested about the impacts of the proposed project and when a hearing on the application should be scheduled. Mr. Douglas does not recall any conversation with Lucast at the November Commission meeting and in fact, he does not recall ever discussing the Conservancy's application with Lucast. Deposition of Peter Douglas, p.52, line 13-25. Mr. Douglas does not know who requested postponement of the November 4, 1999 hearing on the Conservancy's application. Douglas Depo. p.41, line 3-5. Mr. Edmiston indicated the following in his deposition: that Lucast was not the one who suggested postponing the November 4, 1999 hearing on the Conservancy's application; that the Conservancy retained Lucast *after* the November 4, 1999 hearing, he believes within a week or two of that date; and that the December 8, 1999 amendment to the project description was subsequent to the time Lucast was working on the application. Deposition of Joseph Edmiston, p.46, line 4-11; p.48, line 21-22; and p.51-52. However, Mr. Edmiston does not know when Lucast first made contact with the Commission or Commission staff about the Conservancy's application. Edmiston Depo. p.38, line 6-8.

III. Compliance With Section 30319 and Related Regulations

A. Compliance with Section 30319 of the Coastal Act

The evidence regarding Lucast's communication with Commission staff shows that she contacted Mr. Damm at some time after November 4, 1999 to set up a meeting. There is no record of when that contact occurred or when the meeting was held, except that it was after the first hearing date of November 4, 1999 and before the second hearing date of January 2000. Mr. Douglas, the Commission's Executive Director, does not recall any conversations about the Conservancy application with Lucast. Mr. Edmiston, the Conservancy's Executive Director, testified that Lucast was retained after November 4, 1999, but he does not know when she first contacted Commission staff about the application. Although Lucast submitted a proposal to represent the Conservancy dated November 9, 1999, a contract regarding the representation was not signed until November 24, 1999. Lucast does not recall if she contacted Commission staff prior to November 24, 1999, the date of the contract for her employment. Although the City asserts that Ms. Lucast contacted the Commission staff prior to November 4, 1999 to request a postponement of the hearing scheduled for that date, Ms. Hale, the Coastal Commission project analyst assigned to the application does not recall being contacted by Lucast regarding a postponement. In addition, the record contains a letter from Laurie Collins, the Conservancy's Staff Counsel, dated October 28, 1999, requesting the postponement.

The mention of Lucast and Kaufmann as agents of the Conservancy in Hale's May 12, 2000 letter to Rhett Robb at the Conservancy was for the purpose of requesting a clarification as to whether Kaufmann still represented the Conservancy on Permit No. 4-98-334 or Application No. 4-00-084. The question of who requested a postponement of the November 1999 hearing, and when it was requested, is not addressed in the letter. In addition, the relevant sentence in Hale's letter is difficult to interpret due to its awkward grammatical structure. One likely and logical interpretation is that the phrase "they simultaneously advised us to postpone" refers back to "the Conservancy" as the entity that advised Commission staff to postpone. This interpretation is consistent with the fact that Laurie Collins, the Conservancy's Staff Counsel, sent a letter to Commission staff requesting the postponement. Furthermore, Ms. Hale did not intend to represent that Lucast or Kaufmann communicated these things directly to her. Ms. Hale does not know who requested the postponement. The request for postponement was not made to her; she was merely informed about it by a supervisor. Ms. Hale's supervisors at the time, Gary Timm (to whom the October 28 letter is addressed) and John Ainsworth, do not recall whether there was any contact with staff regarding the Conservancy's request for a postponement, other than the October 28 letter from Laurie Collins. The sentence in Ms. Hale's May 12, 2000 letter describes, in somewhat imprecise language, events that she only learned about second hand from others. In addition, the sentence is only included as background information leading up to her relevant question – i.e., whether Kaufmann is still a representative of the Conservancy on the new application, as well as the approved permit.

The evidence discussed above and in more detail in Section II.C., does not indicate that Lucast communicated with Commission staff prior to November 17, 1999, the date of the Conservancy's letter identifying her as its agent. While it is true that there is no evidence absolutely establishing that Lucast did *not* communicate with Commission staff prior to November 17, 1999, to find that she did so would be based on pure speculation. None of the people involved recall such a communication and there is simply no evidence that one occurred. Accordingly, the Commission finds that the Conservancy complied with Section 30319.

As explained above, there is no evidence that Lucast communicated with Commission staff before the disclosure letter was sent on November 17, 1999. Even if there was such evidence, the practice of Commission staff is, if a person orally states that they have been retained as a representative on behalf of an applicant, the Commission staff person will ask them to have a letter from the applicant provided for the Commission's files, confirming that they are the applicant's representative. Commission staff will discuss a permit application with a representative prior to receiving such a letter although staff will not rely upon representations of the applicant's position until they receive the written confirmation. Section 30319 does not require that the disclosure of a representative must be in writing. Therefore, when a person states that they are an applicant's representative, they are acting on behalf of that applicant, as their authorized agent, and this is sufficient to provide the disclosure by the applicant required by Section 30319. While this practice is slightly different than the 1992 memorandum from the Commission that was attached to the Conservancy's application form (Exhibit 7), it is the Commission's practice and it is reasonable for agents and applicants to have relied on it. This practice also avoids the harm that Section 30319 seeks to address – that someone will try to influence the position of the Commission or Commission staff without disclosing that they are being paid to represent the applicant's interests. According, even if Lucast, after identifying herself as the applicant's representative, communicated with Commission staff about the application prior to the date of this letter, this does not constitute a violation of Section 30319.

B. Compliance With Regulation (Section 13053.5):

In the pending litigation, the City has also asserted that the Conservancy violated the requirements of Section 13053.5 of the Commission's regulations. This regulation requires the applicant to attest to the "truth, completeness and accuracy of the contents of the application... ." [13053.5(c)]. The regulation also requires the application form to provide notice to applicants that "failure to provide truthful and accurate information necessary to review the permit application may constitute grounds for revocation of the permit." The City asserts that the Conservancy failed to provide truthful and accurate information on its permit application because it did not add Lucast to the list of agents on the application, when it amended the application in December 1999. The Commission rejects this argument, because the Conservancy had already identified

Lucast as its agent in a letter provided to Commission staff in November 1999, prior to amending the project description on December 8, 1999.

The amendment to the application that the Conservancy submitted December 8, 1999 was set forth in a letter, under the caption: "Amendment to Project Description Ramirez Canyon Park." (Exhibit 4, first page only). The Conservancy did not submit a new, revised application form. The practice of Commission staff is to request that an applicant provide changes or amendments to its project in writing, but staff does not require that applicants fill out a new, revised permit application form. In addition, when an applicant retains additional representatives after filing a permit application, Commission staff requests that the applicant provide a letter identifying the new representative. Such a letter is, in effect, an "update" or "addition" to the information in the original permit application. If the applicant subsequently submits a written amendment to its project, it does not need to include disclosure of the new representative, because the Commission has already received that information. Mr. Damm indicated in his deposition that when an applicant hires a new representative after filing a permit application, the new representative may be identified in a letter and it is not necessary for a subsequent amendment to the application to disclose the name of the new representative. Damm Depo. p. 172, line 1-12 and p. 173, line 1-15. The Commission finds that providing a letter identifying a new representative after submittal of a permit application is adequate to "update" or in effect "amend" the permit application. The letter need not expressly say that it is an "update" or "amendment" to the permit application. Nor is there a requirement that the new agent be identified again on any subsequent amendment to the permit application that the applicant submits. The Commission finds that the Conservancy did not fail to provide the "truthful and accurate" information in its permit application and therefore did not violate Section 13053.5.

SANTA MONICA MOUNTAINS CONSERVANCY

STREISAND CENTER FOR CONSERVANCY STUDIES
50 RAMIREZ CANYON ROAD
LIBU, CALIFORNIA 90265
PHONE (310) 589-3200
FAX (310) 589-3207



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October 28, 1999

COASTAL COMMISSION
SOUTH CENTRAL COAST DISTRICT

Gary Timm, District Director
California Coastal Commission
89 South California Street, Suite 200
Ventura, California 93001

Via facsimile and regular mail

Application Number 4-98-334
State of California, Santa Monica Mountains Conservancy
Item 14b, Thursday, November 4, 1999

Dear Mr. Timm:

Pursuant to Section 13073(c) of the Commission's regulations, the applicant, Santa Monica Mountains Conservancy, requests an automatic postponement of the hearing currently scheduled on the above Application to a subsequent meeting. The purpose of this request is to enable the Conservancy to prepare its response to the staff recommendation.

It is my understanding that there are no time limits at this point necessary for the Conservancy to waive. If that understanding is not correct, please contact me as soon as possible.

As always we appreciate your assistance.

Sincerely,

LAURIE C. COLLINS
Staff Counsel

cc: Elizabeth Cheadle, Chair
Joseph T. Edmiston, Executive Director
Steven H. Kaufmann, Esq.

EXHIBIT 1

CDP No. 4-98-334
Staff Report 5/22/03

SANTA MONICA MOUNTAINS CONSERVANCY

STREISAND CENTER FOR CONSERVANCY STUDIES
5750 RAMIREZ CANYON ROAD
MALIBU, CALIFORNIA, 90263
PHONE (310) 889-3288
FAX (310) 889-3287



October 28, 1999

Gary Timm, District Director
California Coastal Commission
89 South California Street, Suite 200
Ventura, California 93001

Via facsimile and regular mail

Application Number 4-98-334
State of California, Santa Monica Mountains Conservancy

Dear Mr. Timm:

Pursuant to Public Resources Code Section 30319, this letter sets forth the name and address of an additional person who may, for compensation, communicate with Coastal Commissioners and/ Coastal Commission staff members on behalf of the applicant Santa Monica Mountains Conservancy regarding the above-referenced application:

Steven H. Kaufmann, Esq.
Richards, Watson and Gershon
333 South Hope Street, 38th Floor
Los Angeles, California 90071-1469
213-626-8484

Sincerely,

LAURIE C. COLLINS
Staff Counsel

cc: Elizabeth Cheadle, Chair
Joseph T. Edmiston, Executive Director
Steven H. Kaufmann, Esq.

EXHIBIT 2

CDP No. 4-98-334
Staff Report 5/22/03

STATE OF CALIFORNIA THE RESOURCES AGENCY

GRAYDAVE, Calaveras

SANTA MONICA MOUNTAINS CONSERVANCY

STREISAND CENTER FOR CONSERVANCY STUDIES
5750 RAMIREZ CANYON ROAD
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FAX (310) 589-3207

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November 17, 1999

CALIFORNIA
COASTAL COMMISSION
SOUTH CENTRAL COAST DIVISION

Gary Timm, District Director
California Coastal Commission
89 South California Street, Suite 200
Ventura, California 93001

Via facsimile and regular mail

Application Number 4-98-334
State of California, Santa Monica Mountains Conservancy

Dear Mr. Timm:

Pursuant to Public Resources Code Section 30319, this letter sets forth the name and address of an additional person who may, for compensation, communicate with Coastal Commissioners and/ Coastal Commission staff members on behalf of the applicant Santa Monica Mountains Conservancy regarding the above-referenced application:

Nancy A. Lucast
Lucast Consulting
6540 Lusk Boulevard, Suite C214
San Diego, California 92121
858-622-9602

Sincerely,

Laurie C. Collins
LAURIE C. COLLINS
Staff Counsel

cc: Elizabeth Cheadle, Chair
Joseph T. Edmiston, Executive Director
Nancy A. Lucast
Steven H. Kaufmann, Esq.

EXHIBIT 3

CDP No. 4-98-334
Staff Report 5/22/03

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SANTA MONICA MOUNTAINS CONSERVANCY

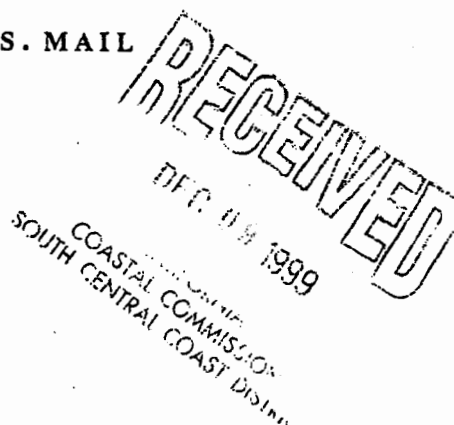
BOOZY GOLDMAN NATURE CENTER
FRANKLIN CANYON PARK
2600 FRANKLIN CANYON ROAD
PHONE (310) 858-7272
FAX (310) 858-7212



VIA FACSIMILE AND U.S. MAIL

December 8, 1999

Mr. Chuck Damm
Deputy Director
California Coastal Commission
89 South California Street, Suite 200
Ventura, California 93001

**Re: State of California, Santa Monica Mountains Conservancy (4-98-334)****AMENDMENT TO PROJECT DESCRIPTION
RAMIREZ CANYON PARK**

Dear Mr. Damm:

The purpose of this letter is to amend the description of the project proposed in the above application by the State of California, Santa Monica Mountains Conservancy (Conservancy). As revised, the application proposes to change the use of six contiguous improved residential lots to public park (Ramirez Canyon Park), which includes administrative offices of the Conservancy, on-site ranger accommodations, public gardens, meeting facilities, public access trail and picnic areas, public parking and two water tanks.

We have enclosed copies of the revised project description and a Conceptual Plan for the public access component of the project.

The proposed uses for the Ramirez Canyon Park compound may be broken down as follows:

1. Park administrative offices for the Conservancy and Mountains Recreation and Conservation Authority (a joint powers agency consisting of the Conservancy and Conejo and Rancho Simi Recreation and Park Districts).
2. A ranger residence utilized by a ranger charged with security and public safety duties.
3. Public access improvements involving existing improved grounds and pathways and a proposed new trail and creekside picnic area to accommodate ADA accessible public access.

EXHIBIT 4

CDP No. 4-98-334
Staff Report 5/22/03

TNT BY: COASTAL COMM;

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PAGE 3/4

STATE OF CALIFORNIA - THE RESOURCES AGENCY

GRAY DAVIS, Governor

CALIFORNIA COASTAL COMMISSION

SOUTH CENTRAL COAST AREA
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VENTURA, CA 93001
(805) 641-6942

February 17, 2000

Nancy Lucast
Lucast Consulting
6540 Lusk Blvd., Suite C-214
San Diego, CA 92121

B
PLF/DFT EXHIBIT E
FOR IDENTIFICATION
Lucast DEPO 10-26
TEIGHANIE BFRAN... PGS.

Regarding: CDP Application No. 4-98-334 (Santa Monica Mountains Conservancy)

Dear Ms. Lucast:

Commission staff is concerned that although the time has arrived to begin preparation of the new staff report for this application, we have not received any new information from the applicant since the last staff report for this application was mailed out prior to the February hearing. We want to make sure that no materials have gone astray! For example, we have not received the septic disposal system report, the associated up- and down-stream water quality analyses (mentioned in Conservancy testimony as "ongoing" at the last hearing), or the civil engineering analysis of the capacity of the wooden bridge to support the weight of a fire truck.

If these materials reach staff next week, we will still have only two weeks to evaluate the information and prepare the associated staff report before it is due for the April mailing review.

You mentioned several weeks ago that the applicant was actively addressing the concerns expressed by the Commission regarding a possible cap on events, traffic management on Ramirez Canyon Road, and the percentage of total special events that would be designated for public outreach purposes. If the applicant has developed any associated amendments to the project description that would address these concerns (or other concerns raised by the Commission at the last hearing), the staff would find it very helpful to know of these now.

We understand that you may seek a meeting with staff next week. While we appreciate every opportunity to meet with your team to consider the matters raised by the Conservancy's pending application, and in the wake of the February hearing, we would be better prepared to participate effectively in such a meeting if we could first review the outstanding reports and analyses. If the purpose of such a meeting is primarily to discuss streambed alteration, we suggest that the filing review of that matter can proceed independently (as a separate application) and should not be allowed to interfere with the preparation of the staff report for the Commission's consideration in April. While the Commission clearly expects the applicant to submit an application for the streambed alteration in April, the Commission did not direct that such application

Received: 2/16/01 3:57PM;
SENT BY: COASTAL COMM;

4159045235 -> ATTORNEY GENERAL, LA; Page 4
4159045235; FEB-16-01 16:02;

PAGE 4/4

Nancy Lucast
February 17, 2000
Page two

take the form of an amendment to the present application, but rather that it be submitted as a separate application.

Please feel free to call me if you have any questions concerning this letter.

Sincerely,

Melanie Hale

Melanie Hale
Coastal Program Analyst

cc: Joseph Edmiston, Executive Director, Santa Monica Mountains Conservancy

E-2

SANTA MONICA MOUNTAINS CONSERVANCY

SOOKY GOLDMAN NATURE CENTER
FRANKLIN CANYON PARK
2600 FRANKLIN CANYON ROAD
PHONE (310) 858-7272
FAX (310) 858-7212



March 6, 2000

RECEIVED

MAR 7 2000

CALIFORNIA
COASTAL COMMISSION
SOUTH CENTRAL COAST DISTRICT

Mr. Chuck Damm
Deputy Director
California Coastal Commission
89 South California Street, Suite 200
Ventura, California 93001

Re: State of California, Santa Monica Mountains Conservancy (4-98-334)

**AMENDMENT TO PROJECT DESCRIPTION
RAMIREZ CANYON PARK**

Dear Mr. Damm:

As we discussed in our meeting in your office on February 24, the Santa Monica Mountains Conservancy desires to revise the description of its Ramirez Canyon Park project both to clarify project specifics and respond to concerns raised by your staff and the Commission.

Specifically, we are revising the project description to incorporate state-of-the-art septic system improvements (including upgrades to an existing septic tank, two new septic tanks and a recirculating tank) and upgrades to the bridge located just outside the property. A hard copy of the bridge analysis and proposed improvements, previously faxed to your office, is enclosed.

In addition, we are amending the project description to clarify the maximum number of events proposed at Ramirez Canyon Park as follows:

1. Special events, as defined in the December 8, 1999 amendment to the project description, will be limited to no more than 32 per year (16 small and 16 large), and never more than one event per weekend.
2. The Outreach Programs will be limited to no more than 10 per month;
3. The Canyon and Garden Tours will be limited to an average of 8 per month; and
4. Small group gatherings will be limited to no more than 4 per month.

A revised project description which incorporates these changes these (We also have included several exhibits that should be helpful in dem

EXHIBIT 6

CDP No. 4-98-334

Staff Report 5/22/03

PROJECT DESCRIPTION

CALIFORNIA COASTAL COMMISSION

FREMONT, SUITE 2000
SAN FRANCISCO, CA 94105-2219
DICE AND TODD (415) 904-5200

pg 1 of 2

MEMORANDUM

December 28, 1992

TO: Coastal Development Permit Applicants

FROM: Coastal Commission

SUBJECT: Notice Concerning Important New Disclosure Requirements

Starting on January 1, 1993, a California new law requires that all persons who apply to the Commission for a coastal development permit must provide to the Commission "the names and addresses of all persons who, for compensation, will be communicating with the Commission or Commission staff on their behalf." (Public Resources Code section 30319.) The law provides that failure to comply with the disclosure requirement prior to the time that a communication occurs is a misdemeanor that is punishable by a fine or imprisonment. Additionally, a violation may lead to denial of the permit.

In order to implement this requirement, you are required to do three things. The first thing concerns question 2 on page 1 of the application, which requires that an applicant provide the "[n]ame, mailing address and telephone number of applicant's representative if any ..." When answering this question, an applicant should list all representatives who will communicate on his or her behalf, for compensation, with the Commission or the staff. This could include a wide variety of people such as lawyers, architects, biologists, engineers, etc.

Second, when submitting a completed application, an applicant should include a signed and dated copy of this notice.

Third, if an applicant determines after an application has been submitted that one or more people will be communicating on his or her behalf for compensation who were not listed on the completed application form, the applicant must provide a list in writing of those people and their addresses to the staff. The list must be received before the communication occurs.

By signing below, I indicate that I have read and understood this information.

12-17-98
DATE
SIGNATURE

2538L

EXHIBIT 7

CDP No. 4-98-334

Staff Report 5/22/03



LUCAST CONSULTING
Coastal Land Use Planning & Advocacy
6540 Lusk Boulevard, Suite C214
San Diego, California 92121

AGREEMENT TO PROVIDE COASTAL PLANNING SERVICES

CLIENT: Santa Monica Mountains Conservancy
5775 Ramirez Canyon Road
Malibu, CA 90265

PROJECT: Streisand Center for Conservancy Studies

This Agreement is made at San Diego, California, by and between the above-named **CLIENT** and **LUCAST CONSULTING** (hereinafter "Consultant"). Client hereby engages Consultant to perform, and Consultant hereby agrees to perform the services described below for the contract amount described below, in accordance with all other terms and provisions set forth herein.

1. DESCRIPTION OF SERVICES:

Consultation on coastal development permit process.

2. CONTRACT AMOUNT:

The contract amount shall consist of monthly charges on a hourly rate basis, in accordance with the following rate schedule, plus expenses, as set forth in paragraph 4, below.

Rate schedule:	Principal	\$175
	Clerical	\$ 50

Hourly rates are reviewed, and subject to change, annually.

3. RETAINER DEPOSIT -- \$ 3,000.

A retainer deposit in the above amount is payable on execution of this Agreement. Fees and expenses will be charged monthly against the retainer. Client will be provided with statements reflecting all charges against the retainer. If the retainer is exhausted, an additional retainer of the same amount shall be deposited by client prior to Consultant's being required to perform additional services hereunder. The balance of any unused retainer deposit shall be refunded to client upon completion of the engagement.

4. REIMBURSEMENT OF EXPENSES.

In addition to such other amounts due to Consultant as described above, Client shall reimburse Consultant for all reasonable expenses incurred in connection with the performance of Consultant's obligations pursuant to this Agreement. Such expenses include, but are not limited to, telephone charges, facsimile copying, document copying and printing, blueprinting, governmental filing fees, messenger service, express mail, and travel expenses. Reimbursement of expenses shall be due to Consultant upon presentation to Client of statement of expenses incurred.

5. GENERAL PROVISIONS.

This Agreement shall be construed in accordance with and governed by the laws of the State of California.

This Agreement contains all of the agreements and understandings of the parties hereto with respect to the matters referred to herein, and no prior agreement or understanding pertaining to any such matters shall be effective for any purpose.

This Agreement may not be superseded, amended or added to except by an agreement in writing, signed by the parties hereto or their respective successors-in-interest.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs and other successors-in-interest.

Any dispute between the parties in connection with this Agreement shall, upon the demand of either party, be submitted to binding arbitration in accordance with prevailing rules of the American Arbitration Association.

In any action or other proceeding brought for the interpretation or enforcement of any of the terms or provisions of this Agreement, or because of any alleged dispute, breach, default or misrepresentation in connection with the transaction which is the subject hereof, the prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in that action.

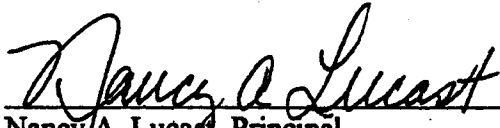
or proceeding, whether or not such action or proceeding proceeds to judgment or award.

Compensation shall not be withheld from the Consultant due to suspension or abandonment of the project. The Client shall provide written notice of suspension or abandonment of the project.

Fees and expenses shall be billed monthly by Consultant. Any amount due hereunder which is not paid within 30 days of receipt of the invoice by the Client shall be subject to a service charge at the rate of 1.5 percent per month from the original date due, which service charge shall be added to the then outstanding amount due.

This Agreement may be terminated by either party upon receipt of written notice by the other party. In this event, the Consultant shall be compensated for services performed and reimbursable expenses due to the day of receipt of written notice.

If any provision of the Agreement is void or unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect.



Nancy A. Lucast, Principal
Lucast Consulting

11-9-99

Date

Date
for Santa Monica Mountains Conservancy

**FILE
COPY**



LUCAST CONSULTING
Coastal Land Use Planning & Advocacy
6540 Lusk Boulevard, Suite C214
San Diego, California 92121

INVOICE

Invoice No. 9943-01

Date: November 9, 1999

To: Ms. Lisa Soghor
Santa Monica Mountains Conservancy
5775 Ramirez Canyon Road
Malibu, CA 90265

Project: Streisand Center for Conservancy Studies

Description of Services:

Retainer deposit

Fee:

\$3,000.00

Total Amount due, this invoice:

\$3,000.00

Please return yellow copy with payment

DATE	INVOICE NO.	DESCRIPTION
/09/1999	9943-01	R910337

02834128

NET AMOUNT

3,000.

MOUNTAINS RECREATION AND CONSERVATION AUTHORITY

5810 Ramirez Canyon Road, Malibu, CA 90265
(310) 589-3230 FAX (310) 589-3237

STANDARD AGREEMENT

This agreement is entered into on this twenty-fourth day of November, 1999 between the MOUNTAINS RECREATION AND CONSERVATION AUTHORITY, a public entity of the State of California established by joint powers agreement between the Santa Monica Mountains Conservancy, the Conejo Recreation and Park District, and the Rancho Simi Recreation and Park District, through its Executive Officer Joseph T. Edmiston, and Lucast Consulting.

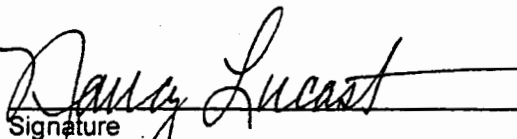
"MRCA" as used herein shall refer to the Mountains Recreation and Conservation Authority.
"Consultant" as used herein shall refer to Lucast Consulting.

MRCA and Consultant for the consideration hereinafter set forth agree as follows:

Continued on next 2 pages.

LUCAST CONSULTING

6540 Lusk Boulevard, Suite C214
San Diego, CA 92121


Signature

NANCY LUCAST
PRINCIPAL

**MOUNTAINS RECREATION AND
CONSERVATION AUTHORITY**


Signature

BELINDA FAUSTINOS
Chief Deputy Executive Officer

FOR OFFICE USE ONLY

Agreement Amount	\$10,500.00	CONTRACT NUMBER MRCA 018-00	TAX ID # 569-64-7117	REVIEW/APPROVAL Lisa Soghor Project Manager	INITIALS/DATE
Amt. Prev. Encumbered	0	Acct. Code 11-10-16 2080-005	Project /Sub 8001-258	Rorie Skei Deputy Exec. Officer	
Total	\$10,500.00	Project Name Ramirez Canyon Coastal Advocacy		Legal (Only if other than Standard Agreement)	

EXHIBIT 9

CDP No. 4-98-334
Staff Report 5/22/03

SCOPE OF WORK: Consultant shall facilitate the coastal development permit process for the Ramirez Canyon property. See Consultant's proposal for details.

TERM OF AGREEMENT: The term of the Agreement shall run from November 24, 1999 until June 30, 2000 unless previously extended or terminated. Prior to the completion date, either party may terminate this Agreement for any reason by providing the other party with thirty (30) days notice in writing.

In the event of termination by the MRCA prior to the completion date, Consultant agrees to take all reasonable measures to prevent further cost to the MRCA under this Agreement, and the MRCA shall be responsible for any reasonable and noncancellable obligation(s) incurred by Consultant in the performance of this Agreement until date of the notice to terminate, but only up to the unpaid balance of funding authorized under this Agreement.

In the event that Consultant terminates this Agreement during the term of agreement as defined above, or fails to complete the project as described in the "Scope of Work", Consultant shall be liable for repayment to the MRCA of all amounts paid by the MRCA under this Agreement. The MRCA may at its sole discretion consider extenuating circumstances and not require repayment for work partially completed.

COMPENSATION: The Consultant shall be paid in accordance with the rates set forth in Consultant's proposal (Exhibit A) for a total amount not to exceed \$10,500.00 (60 hours at \$175.00 per hour) without prior consent and approval of the MRCA. Additionally, reasonable expenses shall be reimbursed including telephone charges, facsimile copying, document copying and printing, blueprinting, governmental filing fees, messenger services, express mail and travel expenses. Payments shall be made upon invoice from the Consultant no more often than monthly on a reimbursable basis. Payments shall be made within fifteen working days upon approval of the Executive Officer or his designee. Consultant shall not incur additional expenses without the written prior approval of the Executive Officer.

1. Consultant agrees to indemnify, defend and save harmless the MRCA, its officers, agents and employees from all Consultants, subConsultants, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in any connection with the performance of this contract, and from any and all claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the Consultant in the performance of this contract.
2. Consultant, and the agents and employees of the Consultant, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the MRCA.
3. The MRCA Executive Officer shall appoint a contract manager, who in this instance shall be the Design Services Director. Consultant shall contact the contract manager if there are any questions or problems concerning this contract.
4. Without written consent of the MRCA, this agreement is not assignable by Consultant either in whole or in part.

5. Consultant acknowledges that time is the essence.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. Consultant, by signing the contract does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal court has been issued against the Consultant within the immediately preceding two year period because of the Consultant failure to comply with an order of a Federal court which orders the Consultant to comply with an order of the National Labor Relations Board (Public Contract Code 10296).



LUCAST CONSULTING
Coastal Land Use Planning & Advocacy
6540 Lusk Boulevard, Suite C214
San Diego, California 92121

AGREEMENT TO PROVIDE COASTAL PLANNING SERVICES

CLIENT: Santa Monica Mountains Conservancy
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PROJECT: Streisand Center for Conservancy Studies

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This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs and other successors-in-interest.

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In any action or other proceeding brought for the interpretation or enforcement of any of the terms or provisions of this Agreement, or because of any alleged dispute, breach, default or misrepresentation in connection with the transaction which is the subject hereof, the prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in that action.

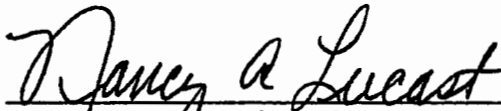
or proceeding, whether or not such action or proceeding proceeds to judgment or award.

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This Agreement may be terminated by either party upon receipt of written notice by the other party. In this event, the Consultant shall be compensated for services performed and reimbursable expenses due to the day of receipt of written notice.

If any provision of the Agreement is void or unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect.



Nancy A. Lucast, Principal
Lucast Consulting

11-9-99

Date

Date
for Santa Monica Mountains Conservancy

CALIFORNIA COASTAL COMMISSION

SOUTH CENTRAL COAST AREA
89 SOUTH CALIFORNIA ST., SUITE 200
VENTURA, CA 93001
(805) 641-6142



May 12, 2000

Rhett Robb, Project Analyst
Santa Monica Mountains Conservancy
2600 Franklin Canyon Drive
Beverly Hills, CA 90210

Regarding: CDP No. 4-98-334 and CDP Application No. 4-00-084

Dear Mr. Robb: *Rhett*

This letter addresses your e-mail message (which I received this morning but have inadvertently deleted, so let me know if I've forgotten anything)—1) the review of your pending septic plan, and 2) coordination of future project review between us. Also, your message reminded me of the need to clarify the record of the Conservancy's current consultants.

First, you ask if Special Condition 8 of Coastal Development Permit 4-98-334 could be interpreted by staff to authorize the necessary septic plan review by the Regional Water Quality Control Board, specifically in lieu of such review by the City of Malibu or County of Los Angeles staff. Special Condition 8 states in pertinent part that:

"....The Executive Director shall review the final Plan in consultation with the City of Malibu Environmental Health Department, the County of Los Angeles Environmental Health Department, or a qualified registered environmental sanitarian of the Executive Director's choice."

Unfortunately, RWQCB staff does not ordinarily undertake this kind of review. Larry Young of the City of Malibu would be ideal — he is familiar with the site and highly qualified to evaluate septic disposal systems in the Santa Monica Mountains. As the Conservancy has relied upon him specifically for past evaluations at the site, why don't you want him to evaluate this state-of-the-art proposal? Second, your message does not indicate why the County could not alternatively perform a similar review. Have they refused or indicated that significant delay would result? Finally, the RWQCB staff does not ordinarily perform septic evaluations. The office of the State Architect evaluates mobile home septic disposal systems—even that is not handled by the RWQCB to my knowledge. If you know of someone on RWQCB staff who is qualified and willing to undertake the review, have that person contact me directly and we will consider the option accordingly. If none of the three options work, you can always consider marshaling your reasons for not complying into an amendment to the condition. Nancy Lucast is well qualified to advise you on that process.

Second, your e-mail this morning requests that you be relied upon exclusively as the project contact for the streambed alteration issue. It is, of course, my pleasure to communicate with you as the project contact—you have served very capably in this role

EXHIBIT 10

CDP No. 4-98-334

Staff Report 5/22/03

on the Conservancy's behalf and I am happy that you will continue with the stream channelization issue. Unfortunately—and it has been beyond your control or mine in the past --it has not been clear who among the Conservancy staff and consulting representatives would be responsible for obtaining and submitting various pending reports and other key documents to Commission staff, or communicating with staff, particularly during critical deadlines. Often documents were promised but not timely delivered, which led to a record of three second (late) mailings of staff reports for a single (and relatively simple) coastal development permit application. In addition, a number of primary contacts from among the various Conservancy representatives were directed to our staff attorney, managers, etc., but not to staff analysts, even during report preparation. This led inevitably to a degree of confusion and avoidable inefficiencies. Now that we've had the opportunity you so wisely created to clarify the communications links for this project, I'm sure you will update your team on our expectations for this application.

Because I envision the additional participation in the pending application review of our in-house staff experts (ecologist, engineer), in addition to all of the other parties who participated in the last permit review, the chaos factor that could result from communications between our respective consultants—if not channeled through the two of us (at least for the most part) is painfully obvious.

I'm sure you join me in hoping that the processing of CDP Application No. 4-00-084 will benefit from the lessons of the last application, and that you will invite your colleagues and consultants to similarly channel all communications regarding this application through you to me, directly. In this way we can keep each other better informed of project status and expected completion times of various documents, for example, and more quickly determine when meetings or conference calls appear to be necessary. And hopefully when conferences are necessary, we can schedule them at more convenient times than during our monthly report mailing deadline weeks.

Of course one difference between this application and the previous one is that it will not be filed until a complete project description and adequate supporting analyses have been received, so the progress of the staff analysis will likely be somewhat more predictable than in the past. The Commission made it very clear at last January's hearing that they want staff to review the necessary technical analyses prior to the completion of a staff report, and not as a matter of condition compliance. So the primary burden for information gathering and submittal will fall upon you during the filing review in this application. From my perspective, this will ultimately lead to more timely staff report preparation, which I am sure you will agree, is a benefit to all concerned.

As always, however, during deadline report preparation, if staff needs clarification of technical points, you may expect that we will call the consulting experts who have provided underlying reports on the Conservancy's behalf, directly, if necessary. We expect that you will encourage your consultants to cooperate fully with us under such

00157

00063

Rhett Robb
Santa Monica Mountains Conservancy
May 12, 2000
Page 3

circumstances. Hopefully, however, all of your technical reports will be provided so far in advance of our deadlines this time that last-minute consultations won't be necessary.

Finally, your message brought to mind another concern, and that is the identification of all parties who will communicate for compensation with the Commission or Commission staff on behalf of the Conservancy. The disclosure requirement is extensive and includes the names and addresses of a variety of representatives including lawyers, architects, biologists, engineers, agents, lobbyists, and other consultants.

Last fall, after publication of the initial staff report for CDP Application 4-98-334, Commission staff was officially notified that Nancy Lucast and Steve Kaufmann would be formally representing the Conservancy in matters concerning the then-pending application, which they simultaneously advised us to postpone from the hearing then scheduled for November.

Ms. Lucast and Mr. Kaufmann subsequently notified Commission staff (though not me personally) prior to the mailing of the third staff report for CDP Application No. 4-98-334 that an amendment to the pending application would be filed for the after-the-fact streambed alteration at the Ramirez Canyon site prior to the Commission's April hearing on the change of land use matter.

However, as you know, what was then conceived by the Conservancy and its consultants as an amendment to the now-approved permit for the use of the site—an amendment to incorporate the streambed alteration issue—has evolved into a separate application (CDP Application No. 4-00-084). That application lists only yourself, Laurie Collins, and Nancy Lucast, as agents for the project. Please update us as to who will continue to represent the Conservancy (including all consultants of any kind) on CDP No. 4-98-334 (specifically delete Mr. Kaufmann if he is no longer representing the Conservancy), and provide a list for application 4-00-084. The form was included in the pending application, and signed by Mr. Edmiston, but no consultants were identified. Your biologist (LSA, and specific LSA biologists), and all engineers and other consultants, including attorneys, should be listed. And if any join the project after the list is provided, you must update it. I would also appreciate receiving a statement of any consulting expert's qualifications, as is customary.

I hope this letter reaches you after a pleasant weekend. I'm encouraged by your message indicating that you are redrafting the pending project description. As always, call me if there is anything at all I can do to assist you.

Sincerely,



Melanie Hale
Regulatory and Planning Supervisor

~~00158~~

00064

