



# Council Agenda Report

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

Prepared by: Yolanda Bundy, Community Development Director

Approved by: Rob DuBoux, Interim City Manager

Date prepared: January 7, 2026 Meeting date: January 26, 2026

Subject: Professional Services Agreements for On-Call Publishing, Printing, and Mailing Consulting Services

---

**RECOMMENDED ACTION:** 1) Authorize the Mayor to execute a professional services agreement with Earth Print, Inc. (DBA CR Print) to provide on-call publishing, printing, and mailing consulting services; and 2) Authorize the Mayor to execute a professional services agreement with Brian Shore (DBA Totalgraphics) to provide on-call printing consulting services.

**FISCAL IMPACT:** Funding for these services is included in the Adopted Budget for FY 2025-26 in numerous accounts.

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

**DISCUSSION:** The City of Malibu is committed to engaging residents and encouraging public participation across all areas of local government. To support this effort, the City produces a variety of printed and digital materials for community outreach, including but not limited to public notices, postcards, pamphlets, booklets, invitations, posters, flyers, banners, signage, and other graphic materials. These materials are published and distributed to the community through both digital platforms and the United States Postal Service, as appropriate.

On July 14, 2025, Council extended the existing on-call printing agreements to ensure continuity of service while City staff completed the Request for Proposal (RFP) process. These agreements will expire on January 31, 2026.

On September 3, 2025, the City issued an RFP for On-Call Publishing, Printing, and Mailing Consulting Services. The RFP required respondents to demonstrate their firm's qualifications, capabilities, and experience in providing the requested services. After evaluating the proposals, staff selected two consultants: 1) CR Print for a variety of printing, mailing, and publishing services; and 2) Totalgraphics for sign and banner printing services.

Staff recommends authorizing the Mayor to execute separate agreements with CR Print and Totalgraphics based on the high quality of the proposals. The City has previously engaged both firms for these specialized consulting services and has consistently received excellent results.

ATTACHMENTS:

1. Professional Services Agreement with Earth Print, Inc. (DBA CR Print)
2. Professional Services Agreement with Brian Shore (DBA Totalgraphics)

**AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is made and entered into as of January 26, 2026 by and between the City of Malibu, a municipal corporation (hereinafter referred to as the "City"), and Earth Print, Inc. (dba CR Print), a California corporation (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 on-call publishing, printing and mailing services.
- C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely 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 the 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 way of a written directive from the City.

**2.0 TERM OF AGREEMENT.** This Agreement will become effective on February 1, 2026, and will remain in effect for a period of two (2) years from said date 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 Exhibit A, Scope of Work and Exhibit B, Compensation Schedule. The cost of services shall not exceed an average of \$81,000 per year, for a total amount not to exceed \$160,000 for the term of the agreement. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or his or her designee.

4.1 The Consultant shall submit to the City, by no later than the 10<sup>th</sup> day of each month, its 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, without cause, by giving the other party ten (10) 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 in a timely and proper manner 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 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.

**6.3 Non-Discrimination.** The Consultant shall not discriminate as to race, creed, gender, color, national origin, or sexual orientation 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 attorney’s fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (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 sole or active 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 attorney’s fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or 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 solely or actively negligent or to have acted with willful misconduct. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney’s fees, expert fees, and costs of litigation.

**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.

**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 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:

<b>CITY:</b>	Rob DuBoux Acting City Manager City of Malibu  23825 Stuart Ranch Road Malibu, CA 90265-4861 TEL (310) 456-2489 x 226 FAX (310) 456-2760	<b>CONSULTANT:</b>	Dave Corridori Secretary Earth Print, Inc. (dba CR Print), a California corporation 31115 Via Colinas, #301 Westlake Village, CA 91362 TEL (818) 879-6050 <a href="mailto:dave@crprint.com">dave@crprint.com</a>
--------------	---	--------------------	---

**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 GENERAL TERMS AND CONDITIONS. (City and Consultant initials required at EITHER 7.1 or 7.2)**

**7.1 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 \_\_\_\_\_

**7.2 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 DC

This Agreement is executed on \_\_\_\_\_, at Malibu, California,  
and effective as of February 1, 2026.

CONSULTANT:

Earth Print, Inc. (dba CR Print),  
a California corporation

Dave Corridori

By: DAVE CORRIDORI  
Title: Secretary

CITY OF MALIBU, a municipal corporation

\_\_\_\_\_  
MARIANNE RIGGINS, Mayor

ATTEST:

\_\_\_\_\_  
KELSEY PETTIJOHN, City Clerk  
(seal)

APPROVED AS TO FORM:

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

\_\_\_\_\_  
TREVOR RUSIN, Interim City Attorney

## **EXHIBIT A SCOPE OF WORK**

The City strives to engage residents and promote public participation in all areas of local government. Community outreach materials include public notices, postcards, pamphlets, booklets, invitations, posters, flyers, banners, and other digital and printed graphics. Some of these materials are published and distributed via the United States Postal Service (USPS) to community members, while others are distributed digitally.

The most frequent type of service required from a contractor is the copying and mailing of black and white public notice mailers in quarter-size or half-sheet cardstock postcards. Some projects arise on an as-needed basis without advance notice. These materials are commonly produced in relation to community events, Council directives, or other City initiatives.

For all projects, the City's ability to freely converse and collaborate with the Consultant to make edits (often multiple rounds) is paramount, as is the ability of the Consultant to produce quality documents and meet clearly communicated deadlines.

- Provide general printing services including, but not limited to, postcards, pamphlets, booklets, invitations, posters, flyers, brochures, banners, and other digital and printed graphics (Materials) using City provided files created using Adobe Creative or the online platform, Canva.
- Preparation of Public Notices and Mailing
  - The Contractor will produce a quarter-size cardstock postcard and a half-sheet cardstock postcard on colored paper or full color design. The City will provide the Provider with the wording and preferred format in a Publisher file or PDF file (Attachment 1).
  - The City will provide the Contractor with a mailing list in an Excel spreadsheet with each Public Notice request. The Provider will organize, prepare, and deliver the Public Notices, with the mailing list provided, to USPS.
- USPS Bulk Mail Services
  - Communicate with USPS to determine the number of Malibu residents, businesses, and post office boxes for zip codes 90265 and 90264. USPS bulk mail quantities will determine the number of Materials to print.
  - Sort and deliver copies of the Materials, based on USPS's bulk mail system and routing information to the Malibu USPS bulk mail office.
  - Utilize USPS's online mail management system, Postal Wizard, to submit USPS bulk mail forms on behalf of the City.
  - Notify City staff of the cost of USPS Bulk Mail Services within 24 hours of submitting bulk mail forms to USPS
- Owner and Occupant Mailing Data and Radius Map Services

- Radius Map – The Contractor shall provide a radius map (8½” x 11”) which will show a 500- or 1,000-foot radius, as instructed by City staff, from the highlighted subject property (or subject properties). The chosen radius may need to be expanded to capture a minimum of 10 developed properties.
- Mailing Data – The mailing and site addresses of all property owners, multi-family tenants and commercial occupants/tenants within the mailing radius shall be provided on a Microsoft Excel spreadsheet.
- The mailing data spreadsheet shall have the following column headers in row one for both property owners and occupants/tenants: 1) APN, 2) Address Type (Owner or Tenant), 3) Street Address, and 4) City/State/Zip Code. APNs shall be listed at least twice in the spreadsheet to capture both the owner and tenant, and repeated as needed for tenants within multi-family and commercial properties. If the mailing data is required for public noticing of a planning entitlement application, the project applicant’s mailing address should be added at the end of the list.
- An additional column for “arbitrary number” for the purpose of correlating the addressee to their map location as displayed on the radius map.
- The mailing data and radius map shall be certified by the preparer as accurate.
- Banners and Signs
  - Print full-color images such as the City logo and designs
  - Produce vinyl banners in a variety of sizes
  - Produce corrugated signs in a variety of sizes
  - Enforced grommets will be sewn into the banner or added to signage
  - Add wind slits to banners
  - The Contractor will provide the design for banners that include text, high-quality graphics, contact information such as the City website, QR Code, and a City logo
  - The City will provide the Contractor with a design in a PDF, JPEG or PNG file format for banners and signs that include graphics, text, QR Code, and the City logo
    - All designs will become the property of the City of Malibu and may be reproduced on various City platforms or printed for distribution
- Design and layout of articles, pictures, graphs, tables, and/or graphics services
  - Copy content review and editing (including spelling and grammar)
  - Creative arts services
  - Art Direction
  - Color correction
  - Copy fitting and typography
  - Image selection as needed
  - Image cropping, sizing, and retouching

- Work with City staff to obtain photographs for special projects. If a City photograph cannot be used, the Contractor will provide purchased stock photographs.
  - Use only public domain images or graphics unless expressly authorized to use copyright images
  - If required, a digital file formatted for website viewing or social media
  - Provide the City with original artwork
  - Forward finished artwork files for digital delivery to the printer if the Contractor is using a sub-contractor
- Performance Standards - The Contractor will comply with the following performance standards:
    - Project management and coordination
    - Attend City meetings as needed
    - Meet all City deadlines
    - Respond to City's inquiries within 24 hours
    - Presentation of the preliminary draft for City review and edits until final approval
    - Conduct press-checking
    - Obtain written authorization prior to completing work
    - If required, deliver hard copies of the Materials to City Hall or other City facilities
    - Prompt delivery to USPS for mailed items
  - California Senate Bill (SB) 1383 – In accordance with SB 1383, the Contractor shall comply with the following requirements:

All paper products and printing and writing papers must:

1. Contain postconsumer recycled content (PCRC) consisting of at least 30 percent, by fiber weight, postconsumer fiber.
2. Be eligible to be labeled with an unqualified recyclable label as defined by Federal Trade Commission "Green Guides" 16 CFR 260.12, meaning that at least 60 percent of consumers or communities where the items are sold have access to recycling facilities for the products.

The Contractor must certify in writing:

1. The minimum percentage, if not the exact percentage, of PCRC material in the paper products and printing and writing papers offered or sold to the jurisdiction, regardless of whether the product meets the minimum content requirements specified in law.
  - a. The City may waive the PCRC certification requirement if the percentage of postconsumer material in the paper products or printing and writing papers can be verified by a product label, catalog, invoice, or a manufacturer or Contractor Internet website.

2. That the paper products and printing and writing papers offered or sold to the City are eligible to be labeled with an unqualified recyclable label as defined in 16 CFR 260.12.

## **EXHIBIT B 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. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or designee.

The Consultant shall submit to the City, by no later than the 10th day of each month, its 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.

The estimate on the Public Notice Mailings does not include postage. The hourly Design/Layout Rate is \$45/hour.

Changing the size of the small Public Notice Card to 4.25" x 6" would put postage at .36 cent each. At current size, postage is .55 cents each when less than 200 pieces and .46 cents when over 200 pieces.

A cost proposal for specific print jobs is included on pages 14-16.

### **Non-Billable Administrative Overhead**

The Consultant will bill only for time spent performing assigned professional work. All other activities associated with carrying out the contract are not billable and are therefore considered overhead or administrative functions contained within the hourly rate. Typical examples of non-billable overhead activities are:

- Discussion with staff about the cost of services or to address billing disputes.
- Meetings to discuss work performance, contract, or additional services.
- Travel time to and from the City of Malibu.
- Preparation of invoices and other administrative clerical services.
- Contract administration, such as preparing or discussing contract amendments.
- Time spent resolving errors in the event the Consultant is responsible.

<b>Quotation</b>	
<b>No: 22240</b>	<b>Date: 04/02/21</b>

Patricia Salazar  
 City of Malibu  
 23825 Stuart Ranch Rd  
 Malibu CA 90265

SHIP TO:  
  
 Thousand Oaks Post Office  
 Thousand Oaks Post Office  
  
 Our Truck

Acct.No	Ordered by	Phone	P.O. No	Prepared by	Sales Rep	Ship By
838	Patricia Salazar			Robyn	Mike C.	Our Truck

Description																			
<p><b>Public Notice Postcard Mailings 4.25 x 5.5</b></p> <table border="1" style="width: 100%; border-collapse: collapse; margin-bottom: 10px;"> <thead> <tr style="background-color: #00a651; color: white;"> <th>Quantity</th> <th>Price</th> </tr> </thead> <tbody> <tr><td>100</td><td>119.50</td></tr> <tr><td>150</td><td>125.50</td></tr> <tr><td>200</td><td>130.50</td></tr> <tr><td>250</td><td>136.50</td></tr> <tr><td>300</td><td>141.50</td></tr> <tr><td>500</td><td>162.50</td></tr> <tr><td>750</td><td>190.50</td></tr> <tr><td>1,000</td><td>216.50</td></tr> </tbody> </table> <p>does not include postage.                      Cover: 65# Astrobright Cvr All Colors 4.25 x 5.5 Solar Yellow                      Front: Black                      Back: Black</p> <p style="font-size: small; margin-top: 20px;"><i>This estimate is valid for 30 days and is based on the accuracy of the specifications provided at the time of quote. The final price is subject to review of final copy, art, disk and customer changes. Changes in specifications or unforeseen discrepancies in information provided on the art or disk may result in additional charges to make corrections. CR Print reserves the right to requote any job at the time of submission or as additional information becomes known. Actual quantity may vary +/- 10%. Pricing is based on actual amount shipped. Sales tax is not included in the estimate unless it is clearly designated as sales tax. Trade customs apply.</i></p>		Quantity	Price	100	119.50	150	125.50	200	130.50	250	136.50	300	141.50	500	162.50	750	190.50	1,000	216.50
Quantity	Price																		
100	119.50																		
150	125.50																		
200	130.50																		
250	136.50																		
300	141.50																		
500	162.50																		
750	190.50																		
1,000	216.50																		

**Thank you.**

CR Print · 31115 Via Colinas Unit 301 · Westlake Village CA 91362 · (818) 879-6050

<b>Quotation</b>	
<b>No: 22241</b>	<b>Date: 04/02/21</b>

Patricia Salazar  
 City of Malibu  
 23825 Stuart Ranch Rd  
 Malibu CA 90265

SHIP TO:  
  
 Thousand Oaks Post Office  
 Thousand Oaks Post Office  
  
 Our Truck

Acct.No	Ordered by	Phone	P.O. No	Prepared by	Sales Rep	Ship By
838	Patricia Salazar			Mike	Mike C.	Our Truck

Description																			
<p><b>Public Notice Postcard Mailings 8.5 x 5.5</b></p> <table border="1" style="width: 100%; text-align: center; margin-bottom: 10px;"> <thead> <tr style="background-color: #00a6c9; color: white;"> <th>Quantity</th> <th>Price</th> </tr> </thead> <tbody> <tr><td>100</td><td>127.00</td></tr> <tr><td>150</td><td>136.00</td></tr> <tr><td>200</td><td>143.50</td></tr> <tr><td>250</td><td>152.50</td></tr> <tr><td>300</td><td>161.50</td></tr> <tr><td>500</td><td>197.00</td></tr> <tr><td>750</td><td>233.50</td></tr> <tr><td>1,000</td><td>268.00</td></tr> </tbody> </table> <p>does not include postage                      Vellum Bristol: 67# Springhill VB Colors 8.5 x 5.5 canary                      Front: Black                      Back: Black</p> <p style="font-size: small; margin-top: 20px;"><i>This estimate is valid for 30 days and is based on the accuracy of the specifications provided at the time of quote. The final price is subject to review of final copy, art, disk and customer changes. Changes in specifications or unforeseen discrepancies in information provided on the art or disk may result in additional charges to make corrections. CR Print reserves the right to requote any job at the time of submission or as additional information becomes known. Actual quantity may vary +/- 10%. Pricing is based on actual amount shipped. Sales tax is not included in the estimate unless it is clearly designated as sales tax. Trade customs apply.</i></p>		Quantity	Price	100	127.00	150	136.00	200	143.50	250	152.50	300	161.50	500	197.00	750	233.50	1,000	268.00
Quantity	Price																		
100	127.00																		
150	136.00																		
200	143.50																		
250	152.50																		
300	161.50																		
500	197.00																		
750	233.50																		
1,000	268.00																		

**Thank you.**

CR Print · 31115 Via Colinas Unit 301 · Westlake Village CA 91362 · (818) 879-6050

<b>Quotation</b>	
<b>No: 22242</b>	<b>Date: 04/02/21</b>

Patricia Salazar  
 City of Malibu  
 23825 Stuart Ranch Rd  
 Malibu CA 90265

SHIP TO:

City of Malibu  
 23825 Stuart Ranch Rd  
 Malibu CA 90265

Our Truck

Acct.No	Ordered by	Phone	P.O. No	Prepared by	Sales Rep	Ship By
838	Patricia Salazar			Mike	Mike C.	Our Truck
Quantity	Description					Price
1	<b>Vinyl Banner 36" x 72" 36 x 72</b> vinyl banner with sewn edges, wind slits and grommets every 2' 13 oz. Nylon Reinforced Vinyl Scrim Banner 36 x 72					105.00
1	<b>Vinyl Banner 24" x 72" 24 x 72</b> vinyl banner with sewn edges, wind slits and grommets every 2' 13 oz. Nylon Reinforced Vinyl Scrim Banner 24 x 72					90.00
<p><i>This estimate is valid for 30 days and is based on the accuracy of the specifications provided at the time of quote. The final price is subject to review of final copy, art, disk and customer changes. Changes in specifications or unforeseen discrepancies in information provided on the art or disk may result in additional charges to make corrections. CR Print reserves the right to requote any job at the time of submission or as additional information becomes known. Actual quantity may vary +/- 10%. Pricing is based on actual amount shipped. Sales tax is not included in the estimate unless it is clearly designated as sales tax. Trade customs apply.</i></p>						

**Thank you.**

CR Print · 31115 Via Colinas Unit 301 · Westlake Village CA 91362 · (818) 879-6050

### **EXHIBIT C 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.

### **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.

**AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is made and entered into as of January 26, 2026 by and between the City of Malibu, a municipal corporation (hereinafter referred to as the "City"), and Brian Shore (dba Totalgraphics), a sole proprietorship (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 on-call publishing, printing and mailing services.

C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely 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 the 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 way of a written directive from the City.

**2.0 TERM OF AGREEMENT.** This Agreement will become effective on February 1, 2026, and will remain in effect for a period of two (2) years from said date 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 Exhibit A, Scope of Work and Exhibit B, Compensation Schedule. The cost of services shall not exceed an average of \$20,000 per year, for a total amount not to exceed \$40,000 for the term of the agreement. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or his or her designee.

4.1 The Consultant shall submit to the City, by no later than the 10<sup>th</sup> day of each month, its 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, without cause, by giving the other party ten (10) 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 in a timely and proper manner 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 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.

**6.3 Non-Discrimination.** The Consultant shall not discriminate as to race, creed, gender, color, national origin, or sexual orientation 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 attorney’s fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (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 sole or active 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 attorney’s fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or 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 solely or actively negligent or to have acted with willful misconduct. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney’s fees, expert fees, and costs of litigation.

**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.

**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 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:

<b>CITY:</b>	Rob DuBoux Acting City Manager City of Malibu  23825 Stuart Ranch Road Malibu, CA 90265-4861 TEL (310) 456-2489 x 226 FAX (310) 456-2760	<b>CONSULTANT:</b>	Brian Shore Owner Brian Shore (dba Totalgraphics), a sole proprietorship 30778 Lakefront Drive Agoura Hills, CA 91301 TEL (818) 707-2751 <a href="mailto:brian@totalgraphicsus.com">brian@totalgraphicsus.com</a>
--------------	---	--------------------	---

**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 GENERAL TERMS AND CONDITIONS. (City and Consultant initials required at EITHER 7.1 or 7.2)**

**7.1 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 \_\_\_\_\_

**7.2 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 **BS**

This Agreement is executed on \_\_\_\_\_, at Malibu, California, \_\_\_\_\_ and effective as of February 1, 2026.

CONSULTANT:

Brian Shore (dba Totalgraphics), a sole proprietorship

Brian Shore  
By: BRIAN SHORE  
Title: Owner

CITY OF MALIBU, a municipal corporation

\_\_\_\_\_  
MARIANNE RIGGINS, Mayor

ATTEST:

\_\_\_\_\_  
KELSEY PETTIJOHN, City Clerk  
(seal)

APPROVED AS TO FORM:

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

\_\_\_\_\_  
TREVOR RUSIN, Interim City Attorney

## **EXHIBIT A SCOPE OF WORK**

The City strives to engage residents and promote public participation in all areas of local government. Community outreach materials include public notices, postcards, pamphlets, booklets, invitations, posters, flyers, banners, and other digital and printed graphics. Some of these materials are published and distributed via the United States Postal Service (USPS) to community members, while others are distributed digitally.

The most frequent type of service required from a contractor is the copying and mailing of black and white public notice mailers in quarter-size or half-sheet cardstock postcards. Some projects arise on an as-needed basis without advance notice. These materials are commonly produced in relation to community events, Council directives, or other City initiatives.

For all projects, the City's ability to freely converse and collaborate with the Consultant to make edits (often multiple rounds) is paramount, as is the ability of the Consultant to produce quality documents and meet clearly communicated deadlines.

- Provide general printing services including, but not limited to, postcards, pamphlets, booklets, invitations, posters, flyers, brochures, banners, and other digital and printed graphics (Materials) using City provided files created using Adobe Creative or the online platform, Canva.
- Preparation of Public Notices and Mailing
  - The Contractor will produce a quarter-size cardstock postcard and a half-sheet cardstock postcard on colored paper or full color design. The City will provide the Provider with the wording and preferred format in a Publisher file or PDF file (Attachment 1).
  - The City will provide the Contractor with a mailing list in an Excel spreadsheet with each Public Notice request. The Provider will organize, prepare, and deliver the Public Notices, with the mailing list provided, to USPS.
- USPS Bulk Mail Services
  - Communicate with USPS to determine the number of Malibu residents, businesses, and post office boxes for zip codes 90265 and 90264. USPS bulk mail quantities will determine the number of Materials to print.
  - Sort and deliver copies of the Materials, based on USPS's bulk mail system and routing information to the Malibu USPS bulk mail office.
  - Utilize USPS's online mail management system, Postal Wizard, to submit USPS bulk mail forms on behalf of the City.
  - Notify City staff of the cost of USPS Bulk Mail Services within 24 hours of submitting bulk mail forms to USPS
- Owner and Occupant Mailing Data and Radius Map Services

- Radius Map – The Contractor shall provide a radius map (8½” x 11”) which will show a 500- or 1,000-foot radius, as instructed by City staff, from the highlighted subject property (or subject properties). The chosen radius may need to be expanded to capture a minimum of 10 developed properties.
- Mailing Data – The mailing and site addresses of all property owners, multi-family tenants and commercial occupants/tenants within the mailing radius shall be provided on a Microsoft Excel spreadsheet.
- The mailing data spreadsheet shall have the following column headers in row one for both property owners and occupants/tenants: 1) APN, 2) Address Type (Owner or Tenant), 3) Street Address, and 4) City/State/Zip Code. APNs shall be listed at least twice in the spreadsheet to capture both the owner and tenant, and repeated as needed for tenants within multi-family and commercial properties. If the mailing data is required for public noticing of a planning entitlement application, the project applicant’s mailing address should be added at the end of the list.
- An additional column for “arbitrary number” for the purpose of correlating the addressee to their map location as displayed on the radius map.
- The mailing data and radius map shall be certified by the preparer as accurate.
- Banners and Signs
  - Print full-color images such as the City logo and designs
  - Produce vinyl banners in a variety of sizes
  - Produce corrugated signs in a variety of sizes
  - Enforced grommets will be sewn into the banner or added to signage
  - Add wind slits to banners
  - The Contractor will provide the design for banners that include text, high-quality graphics, contact information such as the City website, QR Code, and a City logo
  - The City will provide the Contractor with a design in a PDF, JPEG or PNG file format for banners and signs that include graphics, text, QR Code, and the City logo
    - All designs will become the property of the City of Malibu and may be reproduced on various City platforms or printed for distribution
- Design and layout of articles, pictures, graphs, tables, and/or graphics services
  - Copy content review and editing (including spelling and grammar)
  - Creative arts services
  - Art Direction
  - Color correction
  - Copy fitting and typography
  - Image selection as needed
  - Image cropping, sizing, and retouching

- Work with City staff to obtain photographs for special projects. If a City photograph cannot be used, the Contractor will provide purchased stock photographs.
  - Use only public domain images or graphics unless expressly authorized to use copyright images
  - If required, a digital file formatted for website viewing or social media
  - Provide the City with original artwork
  - Forward finished artwork files for digital delivery to the printer if the Contractor is using a sub-contractor
- Performance Standards - The Contractor will comply with the following performance standards:
    - Project management and coordination
    - Attend City meetings as needed
    - Meet all City deadlines
    - Respond to City's inquiries within 24 hours
    - Presentation of the preliminary draft for City review and edits until final approval
    - Conduct press-checking
    - Obtain written authorization prior to completing work
    - If required, deliver hard copies of the Materials to City Hall or other City facilities
    - Prompt delivery to USPS for mailed items
  - California Senate Bill (SB) 1383 – In accordance with SB 1383, the Contractor shall comply with the following requirements:

All paper products and printing and writing papers must:

1. Contain postconsumer recycled content (PCRC) consisting of at least 30 percent, by fiber weight, postconsumer fiber.
2. Be eligible to be labeled with an unqualified recyclable label as defined by Federal Trade Commission "Green Guides" 16 CFR 260.12, meaning that at least 60 percent of consumers or communities where the items are sold have access to recycling facilities for the products.

The Contractor must certify in writing:

1. The minimum percentage, if not the exact percentage, of PCRC material in the paper products and printing and writing papers offered or sold to the jurisdiction, regardless of whether the product meets the minimum content requirements specified in law.
  - a. The City may waive the PCRC certification requirement if the percentage of postconsumer material in the paper products or printing and writing papers can be verified by a product label, catalog, invoice, or a manufacturer or Contractor Internet website.

2. That the paper products and printing and writing papers offered or sold to the City are eligible to be labeled with an unqualified recyclable label as defined in 16 CFR 260.12.

## **EXHIBIT B 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. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or designee.

The Consultant shall submit to the City, by no later than the 10th day of each month, its 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.

The Consultant has three large-format printers with in-house capabilities to print up to 63 inches wide by any length. They can coordinate with vendors that have the capabilities to print up to 10 feet wide by any length. The Consultant's HP365 Latex printer uses environmentally friendly inks and substrates.

Consultant prints on numerous substrates such as Vinyl Scrim Banner, Vinyl Adhesive backed materials for indoor and outdoor applications as well as floor graphics, papers and fabrics for Trade Show Exhibits and displays.

The hourly rate for file creation is \$40/hour; this fee is waived for minor alterations to existing files.

A cost proposal for specific print jobs is included on page 14.

### **Non-Billable Administrative Overhead**

The Consultant will bill only for time spent performing assigned professional work. All other activities associated with carrying out the contract are not billable and are therefore considered overhead or administrative functions contained within the hourly rate. Typical examples of non-billable overhead activities are:

- Discussion with staff about the cost of services or to address billing disputes.
- Meetings to discuss work performance, contract, or additional services.
- Travel time to and from the City of Malibu.
- Preparation of invoices and other administrative clerical services.
- Contract administration, such as preparing or discussing contract amendments.
- Time spent resolving errors in the event the Consultant is responsible.



30778 Lakefront Drive  
Agoura Hills, CA 91301

818-707-2751

10/15/2025

### **Compensation for Services**

#### Banners:

13mil Scrim Banners with hems, grommets and wind-slits (if Req)

2' x 3' = \$27.00

2' x 4' = \$37.00

3' x 6' = \$78.00

4' x 8' = \$98.00

4' x 10' = \$125.00

#### Corrugated Signs:

24x36 = \$28.50

#### Floor Graphics:

12" Circles = \$8.00

Banner Stand c/w Graphic = \$155.00

Graphic Only for Banner Stand = \$90.00

Custom quotes are available for any size and on any graphic material upon request.

### EXHIBIT C 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.

### 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.