



Council Agenda Report

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

Prepared by: Kristin Riesgo, Community Services Director

Approved by: Rob DuBoux, Interim City Manager

Date prepared: February 2, 2026 Meeting date: February 23, 2026

Subject: Professional Services Agreement with Managed Career Solutions

RECOMMENDED ACTION: Authorize the City Manager to execute a Professional Services Agreement with Managed Career Solutions, a Social Purpose Corporation, for erosion remediation and mitigation work and trail clearance at Charmlee Wilderness Park.

FISCAL IMPACT: There is no fiscal impact associated with the recommended action. Funding for the work, tools, and all supporting costs will be provided by the United States Department of Labor's (DOL) Disaster Recovery National Dislocated Worker Grant (NDWG), administered by the California Employment Development Department (EDD) and issued by the City of Los Angeles Economic and Workforce Development Department (EWDD) and/or the State of California's General Fund administered by the California Workforce Development Board and issued by the County of Los Angeles Department of Economic Opportunity through Assembly Bill (AB) 109.

STRATEGIC PRIORITY: N/A

DISCUSSION: Managed Career Solutions (MCS) has been awarded grant funding to complete maintenance-related work with the City of Malibu at Charmlee Wilderness Park. City staff worked with MCS to plan a two-phase repair project. Phase 1 involves trail clearance, while Phase 2 encompasses erosion remediation and mitigation. The remediation and mitigation work is expected to take four to six months to complete.

The City has previously executed and completed four different maintenance-related agreements with MCS at Charmlee Wilderness Park, Legacy Park, and Trancas Field. All work was completed at no cost to the City, resulting in cost savings of more than \$1.25 Million for trail improvements, removal of non-native invasive species, and erosion remediation.

Funding Background

The Malibu area and much of California experienced strong storms from January 31, 2024, through February 9, 2024. As in the previous year, a sequence of multiple atmospheric rivers inundated many residents with heavy rain, snow, and flooding. The National Weather Service recorded February 2024 as the fourth wettest February in Downtown Los Angeles since records began in 1877, with over 12.56 inches of rain.

The storms produced road erosion, collapsed hillsides, and debris flows damage to public spaces and essential transportation routes across the state. On April 13, 2024, President Joseph Biden announced a Major Disaster Declaration (Declaration) in the State of California for areas affected by these severe winter storms, tornadoes, flooding, landslides, and mudslides. The Declaration provides a broad range of federal assistance for individuals and public infrastructure impacted by the storms. Los Angeles was one of the many counties included in the Declaration identified as needing clean-up and repair activities for damage caused by the aforementioned weather event.

The DOL announced an initial award of \$2.8 million in dislocated worker grant funding to support cleanup and recovery efforts for the storms. On August 23, 2024, the EWDD received a notice of award from the DOL for the first increment totaling \$625,000 in NDWG funds to provide temporary jobs supporting needed disaster recovery efforts.

MCS responded to the City of Los Angeles Economic and Workforce Development Department's Request for Information and was selected as a responsive provider of services. The City contracted with MCS in Program Year 2024-25, subject to the availability of funds.

Once NDWG funding is expended, MCS will leverage additional funding, which will be made available through a special grant allocated to the Los Angeles County Department of Economic Opportunity (DEO) known as the Reentry Employment, Navigation, Engagement, and Wellbeing (RENEW) Program.

The RENEW program is funded by AB109 funds recommended by the LA Countywide Criminal Justice Coordinating Committee's Public Safety Realignment Team and a Prison to Employment grant from the California Workforce Development Board. MCS was competitively procured by LA County DEO in program Year 2024-25 to provide work experience, employment, and workforce development services for program participants completing tasks related to trail clean-up.

ATTACHMENTS: Professional Services Agreement with Managed Career Solutions

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of February 23, 2026, by and between the City of Malibu, a municipal corporation (hereinafter referred to as the "City"), and Managed Career Solutions., a California social purpose corporation (DBA Managed Career Solutions Rehab & FTI-LA & American Medical Careers) (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 for trail clearance, remediation, erosion control, and mitigation at Charmlee Wilderness Park (2577 Encinal Canyon Road, Malibu).

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 described in Exhibit B of this Agreement.

E. The Consultant agrees to complete all work as described in Exhibit B of this Agreement at no cost to the City through funding as available from the United States Department of Labor's Disaster Recovery National Dislocated Worker Grant, administered by the California Employment Development Department and issued by the City of Los Angeles Economic and Workforce Development Department and/or the State of California's General Fund administered by the California Workforce Development Board and issued by the County of Los Angeles Department of Economic Opportunity through Assembly Bill 109.

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 B 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 23, 2026, and will remain in effect for a period of two 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 their 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 their designee, has the authority to provide that approval or authorization.

4.0 COMPENSATION FOR SERVICES. The cost of services shall be \$0. The Consultant acknowledges that the City is not obligated to provide any monetary compensation under this Agreement. No compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or their designee.

4.1 The Consultant shall not submit to the City any bills or invoices during the term of this Agreement.

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 A which is incorporated herein.

6.5 Indemnification. To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless City and any and all of its officials, employees, agents, and volunteers ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs, and expenses, including attorney's fees and costs, to the extent they arise out of, pertain to or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's duty to defend shall consist of reimbursement of defense costs incurred by City in direct proportion to the Consultant's proportionate percentage of fault. Consultant's percentage of fault, for both indemnity and defense, shall be determined, as applicable, by a court of law, jury, or arbitrator. In the event any loss, liability, or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the Consultant's percentage of fault, and the parties cannot mutually agree on Consultant's percentage of fault, the parties agree to mediation with a neutral third-party to determine the Consultant's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the City.

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:

CITY:	Rob DuBoux Acting City Manager City of Malibu 23825 Stuart Ranch Road Malibu, CA 90265-4861 TEL (310) 456-2489 FAX (310) 456-2760	CONSULTANT:	Philip Starr, PsyD Executive Director Managed Career Solutions, SPC 3333 Wilshire Blvd. #405 Los Angeles, CA 90010 TEL (213) 355-3512
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6.20 Warranty of Authorized Signatories and Acceptance of Facsimile or Electronic Signatures. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered physically or by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

7.0 PREVAILING WAGE.

7.1. Pursuant to Labor Code Section 1720 and 1771, and as specified in Title 8, California Code of Regulations, Section 16000 et seq., Consultant must pay its workers prevailing wages. It is Consultant's responsibility to interpret and implement any prevailing wage requirements and Consultant agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.

7.2. In accordance with Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are available upon request from City's Engineering Division or the website for State of California Prevailing wage determination at <http://www.dir.ca.gov/DLSR/PWD>. Consultant must post a copy of the prevailing rate of per diem wages at the job site.

7.3. City directs Consultant's attention to Labor Code Sections 1777.5, 1777.6 and 3098 concerning the employment of apprentices by Consultant or any subcontractor.

7.4. Labor Code Section 1777.5 requires Consultant or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate

of approval. The certificate must also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases will not be less than one to five except:

- (a) When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days before the request for certificate, or
- (b) When the number of apprentices in training in the area exceeds a ratio of one to five, or
- (c) When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally, or
- (d) When Consultant provides evidence that Consultant employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.
- (e) CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if Consultant employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.
- (f) CONTRACTOR and any subcontractor must comply with Labor Code Sections 1777.5 and 1777.6 in the employment of apprentices.
- (g) Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

7.5. Consultant and its subcontractors must keep an accurate certified payroll records showing the name, occupation, and the actual per diem wages paid to each worker employed in connection with this Agreement. The record will be kept open at all reasonable hours to the inspection of the body awarding the contract and to the Division of Labor Law Enforcement. If requested by City, Consultant must provide copies of the records at its cost.

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

8.1 Disclosure Required. By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a “consultant” for the purposes of the California Political Reform Act because Consultant’s duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act

and the City’s Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City’s Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant’s disclosure obligations in accordance with the City’s Conflict of Interest Code.

City Initials _____
Consultant Initials _____

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

City Initials _____
Consultant Initials PS

This Agreement is executed on _____, 2026, at Malibu, California, and effective as of February 23, 2026.

CITY OF MALIBU,
a municipal corporation:

ROB DUBOUX, Interim City Manager

ATTEST:

KELSEY PETTIJOHN, City Clerk
(seal)

MANAGED CAREER SOLUTIONS.,
a social purpose corporation:

DocuSigned by:
Philip Starr
By: PHILIP STARR, PsyD,
Executive Director

APPROVED AS TO FORM:

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

TREVOR RUSIN, Interim City Attorney

EXHIBIT A 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.

EXHIBIT B
Scope of Work
Charmlee Wilderness Park
Trail Remediation, Erosion Control and Mitigation

1. Background : Charmlee Wilderness Park, located at 2577 Encinal Canyon Rd, Malibu, CA 90265, is owned by the City of Malibu. The park was heavily affected by the winter storms in February 2024 and November 2025. The City of Malibu has continued to keep trails and park facilities open and plans to continue this improvement work through the work provided by the Consultant.

2. Scope of Work

General Specifications

The Consultant shall provide skilled and adequately trained personnel, materials, tools, equipment, and transportation to perform trail remediation, erosion control, and mitigation at Charmlee Wilderness Park.

The Consultant shall be responsible for providing all supplies and equipment to complete the services under this Agreement.

The Consultant shall not subcontract any portion of the Agreement or any additions made to the Agreement without first receiving approval from the Community Services Director.

All persons engaged in the scope of work shall be considered employees of the Consultant, with the supervisor being directly responsible for their work.

Location and Trails

The Consultant shall provide trail remediation, erosion control, and mitigation at Charmlee Wilderness Park located at 2577 Encinal Canyon Road, Malibu, CA 90265. The trails and priority areas are outlined in Attachments 1 through 4.

- Charmlee Wilderness Park Blank Trail Map – a reference to all trails without markings (Attachment 1)
- Charmlee Wilderness Park Trail Clearance Priority Map – park trail sections and areas of priority from 1-4 (Attachment 2)
- Charmlee Wilderness Park Trail Clearance Width Map – desired trail width, 6 feet to 12 feet (Attachment 3)
- Charmlee Wilderness Park Trail Remediation Priority Map – areas where trail remediation is needed, prioritized from 1-6 (Attachment 4)

The Consultant will remove overgrown plant material on approximately 6 miles of trails, picnic areas, and other designated areas outlined in Attachments 1 through 4.

Tools and Clearance

The Consultant shall perform all work by following the best industry standards of landscape maintenance, workmanship, safety practices, and standards of cleanliness. All work shall be performed without the use of poisons, including pesticides, herbicides, insecticides, and rodenticides.

The Consultant may use mechanical methods or hand tools to perform trail remediation, erosion control and mitigation. All work must be completed following the City's Earth-Friendly Management Program (Attachment 5).

Vehicles, including utility vehicles (UTVs or RTVs), cannot be used on the trails unless approved by the Community Services Director and/or their designee.

Debris and green waste will be removed by the Consultant and placed in the appropriate waste bins.

The Consultant will use existing materials to backfill trail erosion. The introduction of new materials for erosion control methods must be approved by the Community Services Director and/or their designee before installation.

The Consultant will secure and store all tools in the designated on-site storage area each day. The City is not responsible for lost or stolen tools for the duration of the Agreement.

Hours and Access

The Consultant will coordinate priority areas and timelines with the Community Services Director and/or their designee. The timelines must be approved before work is performed and/or scheduled.

The Consultant may work at Charmlee Wilderness Park from 7:00 AM to 4:00 PM Monday through Saturday. The park will remain open to the public while the work is being performed. The Consultant cannot work on legal holidays.

The Consultant will not have access to Charmlee Wilderness Park during red flag warning days, and access may be limited to weather threats decided by the Community Services Director and/or their designee.

The Consultant may park their vehicles in designated parking lots near the primary restroom and Nature Center. The Consultant cannot drive a vehicle through the park trails or other designated areas unless approved by the Community Services Director and/or their designee.

The Consultant shall adequately secure keys, other entry devices, and codes provided by the City. The Consultant shall maintain a record of the keys or codes issued to its employees. The Consultant shall not allow such items to be duplicated or removed from Charmlee Wilderness Park.

Reporting and Communication

The Consultants crew(s) shall work under the supervision of a Contractor designated Lead Worker. All working employees must be at least eighteen (18) years of age. All employees must be able to follow directions and physically capable of the duties assigned to them.

EXHIBIT B

The Consultant will provide at least one satellite phone to the on-site Lead Worker/Supervisor. The telephone number will be given to Community Services Director and/or their designee.

At the request of the Community Services Director and/or their designee, the Consultant may be requested to provide copies of daily inspection forms, log-in sheets, or other reporting documents related to the Scope of Work.

The Consultant will report any park maintenance or safety concerns to the Community Services Director and/or their designee via email or telephone by the next business day.

The Consultant will contact the Los Angeles County Sheriff Department Lost Hills Division to report crimes or illegal activity. The Consultant will remain on-site until Sheriff's Deputies arrive and report the incident to the Community Services Director and/or their designee via email or telephone within 12 hours.

EXHIBIT B

Charmlee Wilderness Park Blank Trail Map



EXHIBIT B
ATTACHMENT 1

Charmlee Wilderness Park Trail Clearance Priority Map

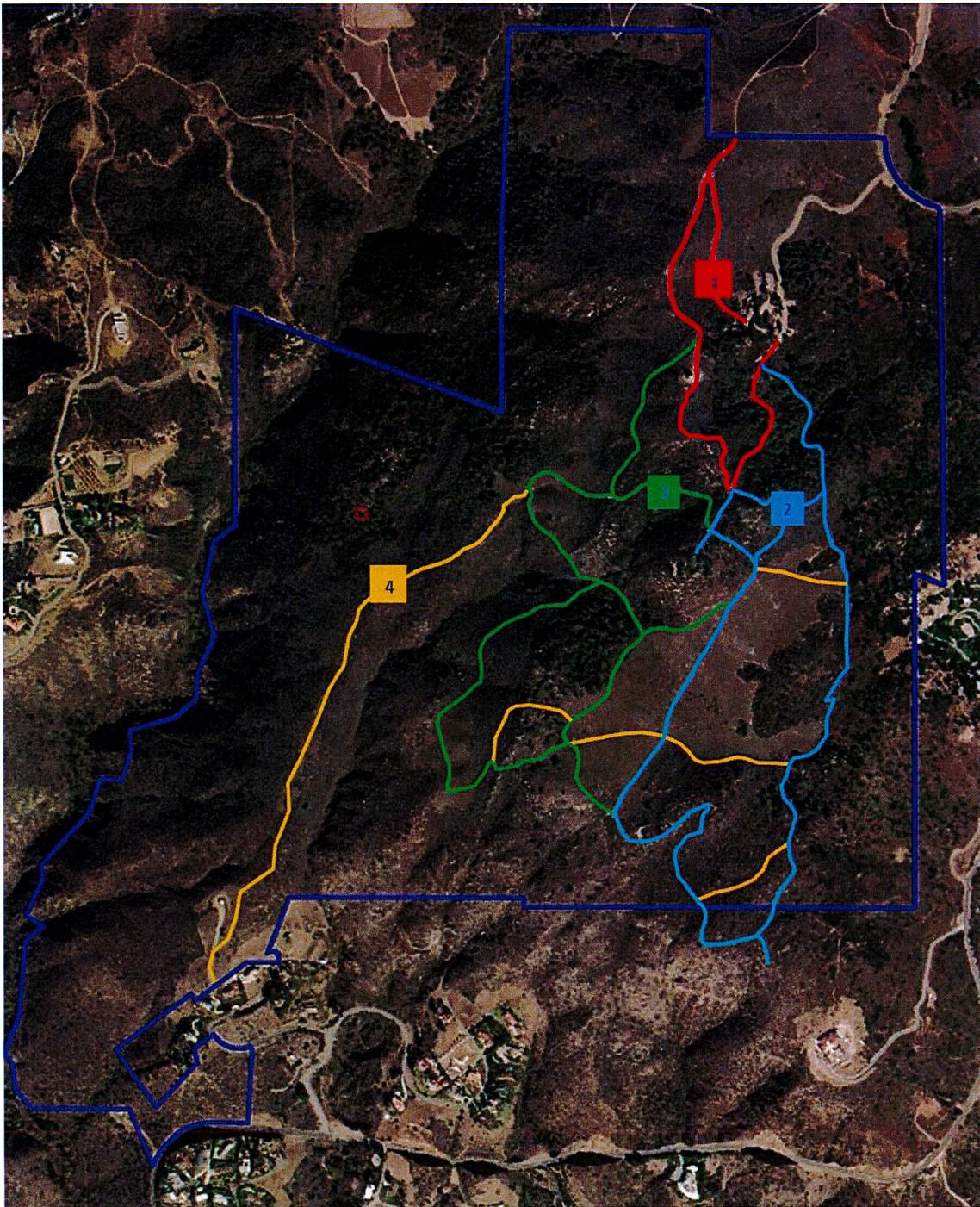


EXHIBIT B

ATTACHMENT 2

Charmlee Wilderness Park Trail Clearance Map

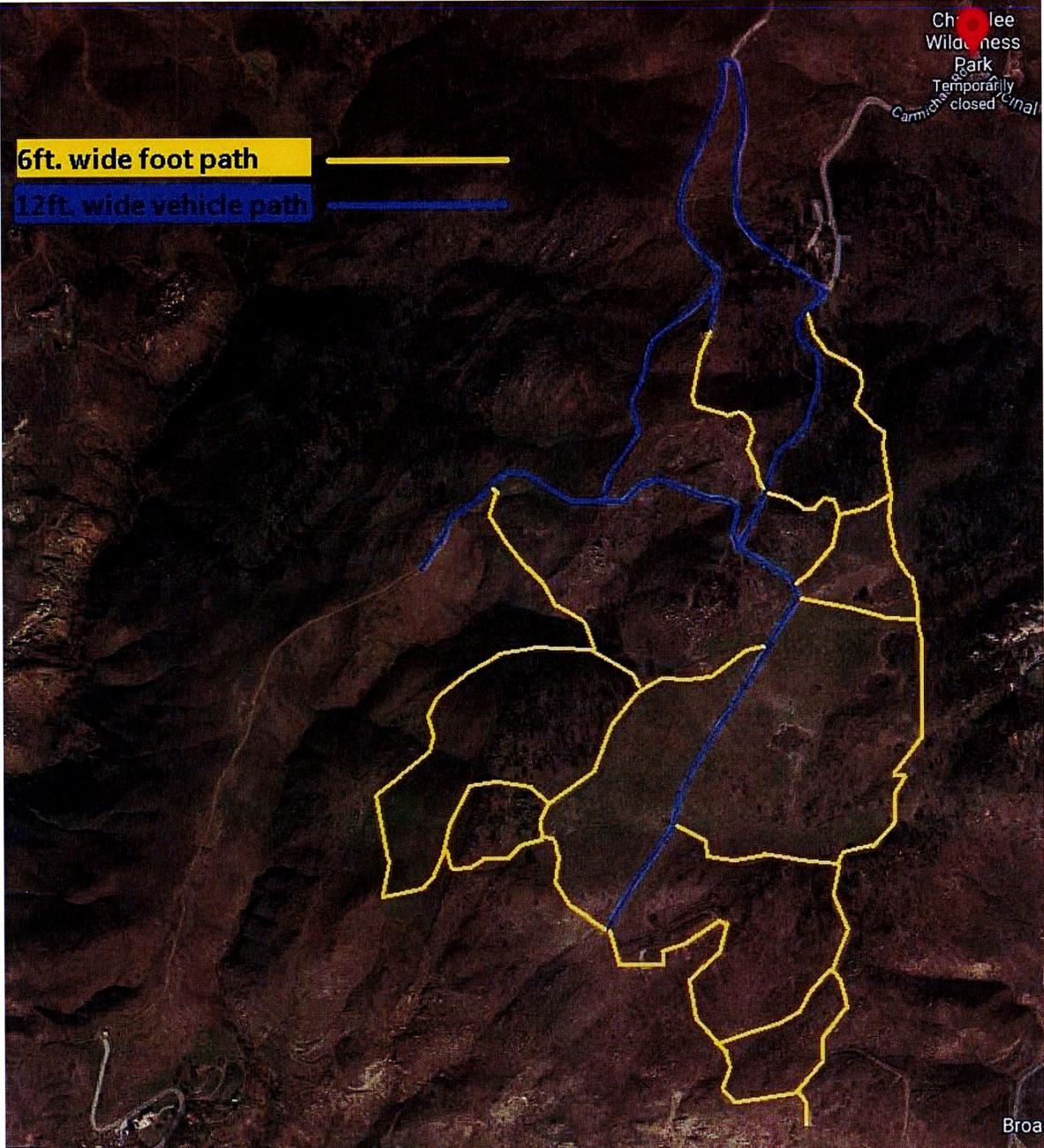


EXHIBIT B
ATTACHMENT 3

Charmlee Wilderness Park Remediation Priority Map



EXHIBIT B
ATTACHMENT 4