City Council Meeting
04-13-26
Item 1.B.5.

Council Agenda Report

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

Prepared by: Gregory Kajszo, Assistant to the City Manager

Reviewed by: Christopher Smith, Assistant City Manager

Approved by: Joeseph D. Irvin, City Manager

Date prepared: March 23, 2026 Meeting date: April 13, 2026

Subject: Renewal of General Services Agreement with the County of Los Angeles

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RECOMMENDED ACTION: 1) Adopt Resolution No. 26-15 approving a General Services Agreement (GSA) between the City of Malibu and the County of Los Angeles through June 30, 2031 and determining the same be exempt from the California Environmental Quality Act; and 2) Authorize the Mayor to execute the GSA with the County of Los Angeles.

FISCAL IMPACT: Rates for services provided under the GSA are determined by the County Auditor-Controller annually effective on July 1 of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the County Board of Supervisors. Costs would only be incurred if and when the City requests the services. There is no regular fee charged with the implementation of this Agreement.

WORK PLAN: This item was not included in the Adopted FY 2025-26 Strategic Priority Project List.

DISCUSSION: The County of Los Angeles (County) provides a number of miscellaneous public services on an as-needed basis through the execution of a GSA. These services include such functions as predatory animal control, prosecution of City ordinances, direct assessment collection and a variety of public works activities. Most cities have a GSA in place with the County. The services covered by the GSA do not include ongoing services, such as law enforcement, public health code enforcement and animal care and control, which are provided by specific County departments and are covered by separate, specific service agreements.

The City first entered into a GSA with the County in 1991 and has renewed the agreement every five years ever since. As-needed services such as weed abatement covered under the agreement have been provided in a satisfactory manner and without incident. The current GSA between the City and the County is scheduled to expire on June 30, 2026. To ensure continuation of these services, the County has requested renewal of the GSA for a five-year period, commencing no later than July 1, 2026 through June 30, 2031. The agreement is subject to approval by the Board of Supervisors.

ATTACHMENTS:

1. Resolution No. 26-15
2. General Services Agreement between the City of Malibu and the County of Los Angeles

RESOLUTION NO. 26-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MALIBU APPROVING A GENERAL SERVICES AGREEMENT WITH THE COUNTY OF LOS ANGELES THROUGH JUNE 30, 2031 AND DETERMINING THE SAME TO BE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

The City Council of the City of Malibu does hereby find, order and resolve as follows:

SECTION 1. Recitals.

A. The County of Los Angeles provides miscellaneous services to the City of Malibu on an "as needed basis" through the execution of a General Services Agreement.

B. Rates for "as needed" services are determined by the County Auditor-Controller on an annual basis to be effective the first day of July of each year.

C. "As needed" services shall be provided by the County of Los Angeles upon written request by the City of Malibu. Costs would only be incurred if and when the City requested the services.

D. The agreement shall become effective no later than July 1, 2026 and remain in effect for a period of five years until June 30, 2031.

SECTION 2. The City Council does authorize a General Services Agreement with Los Angeles County.

SECTION 3. Environmental Review.

Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA), the City Council has reviewed the General Services Agreement. The City Council has found that this matter is listed among the classes of items that have been determined not to have a significant adverse effect on the environment. Therefore, the project is categorically exempt from the provisions of CEQA according to CEQA Guidelines §15301 – Existing Facilities, which applies to the operation, repair, maintenance, or minor alteration of existing public facilities involving negligible or no expansion of existing use. The approval of the General Services Agreement authorizes the County of Los Angeles to provide various services to the City on an as-needed basis, including activities such as weed abatement and other public works functions involving the maintenance and operation of existing facilities. The City Council further finds that the action is also exempt pursuant to CEQA Guidelines §15061(b)(3), as it can be seen with certainty that the approval of the agreement itself will not have the potential to result in a significant effect on the environment. The City Council has further determined that none of the exceptions to the use of a categorical exemption apply to this project (CEQA Guidelines Section 15300.2).

SECTION 4. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED, and ADOPTED this __ day of ____ 2026.

_____

_____
BRUCE SILVERSTEIN, 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

GENERAL SERVICES AGREEMENT

THIS GENERAL SERVICES AGREEMENT ("Agreement"), dated for purposes of reference only, July 1, 2026, is made by and between the County of Los Angeles, hereinafter referred to as the "County," and the City of Malibu, hereinafter referred to as the "City."

RECITALS:

(a) The City is desirous of contracting with the County for the performance by its appropriate officers and employees of City functions.

(b) The County is agreeable to performing such services on the terms and conditions hereinafter set forth.

(c) Such contracts are authorized and provided for by the provisions of Section 56½ of the Charter of the County of Los Angeles and Section 51300, *et seq*., of the Government Code.

THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. The County agrees, through its officers, agents and employees, to perform those City functions, which are hereinafter provided for.

2. The City shall pay for such services as are provided under this Agreement at rates to be determined by the County Auditor-Controller in accordance with the policies and procedures established by the Board of Supervisors.

These rates shall be readjusted by the County Auditor-Controller annually effective the first day of July of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the Board of Supervisors of County.

3. No County agent, officer or department shall perform for said City any

function not coming within the scope of the duties of such agent, officer or department in performing services for the County.

4. No service shall be performed hereunder unless the City shall have available funds previously appropriated to cover the cost thereof.

5. No function or service shall be performed hereunder by any County agent, officer or department unless such function or service shall have been requested in writing by the City on order of the City Council thereof or such officer as it may designate and approved by the Board of Supervisors of the County, or such officer as it may designate, and each such service or function shall be performed at the times and under circumstances which do not interfere with the performance of regular County operations.

6. Whenever the County and City mutually agree as to the necessity for any such County agent, officer or department to maintain administrative headquarters in the City, the City shall furnish at its own cost and expense all necessary office space, furniture, and furnishings, office supplies, janitorial service, telephone, light, water, and other utilities. In all instances where special supplies, stationery, notices, forms and the like must be issued in the name of the City, the same shall be supplied by the City at its expense.

It is expressly understood that in the event a local administrative office is maintained in the City for any such County agent, officer or department, such quarters may be used by the County agent, officer or department in connection with the performance of its duties in territory outside the City and adjacent thereto provided, however, that the performance of such outside duties shall not be at any additional cost to the City.

7. All persons employed in the performance of such services and functions for

the City shall be County agents, officers or employees, and no City employee as such shall be taken over by the County, and no person employed hereunder shall have any City pension, civil service, or other status or right.

For the purpose of performing such services and functions, and for the purpose of giving official status to the performance hereof, every County agent, officer and employee engaged in performing any such service or function shall be deemed to be an agent, officer or employee of said City while performing service for the City within the scope of this agreement.

8. The City shall not be called upon to assume any liability for the direct payment of any salary, wages or other compensation to any County personnel performing services hereunder for the City, or any liability other than that provided for in this agreement.

Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his or her employment.

9. The parties hereto have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977 and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this agreement as set out in full herein. In the event that the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the agreement previously in effect between the parties hereto.

10. Each County agent, officer or department performing any service for the

City provided for herein shall keep reasonably itemized and in detail work or job records covering the cost of all services performed, including salary, wages and other compensation for labor, supervision and planning, plus overhead, the reasonable rental value of all County-owned machinery and equipment, rental paid for all rented machinery or equipment, together with the cost of an operator thereof when furnished with said machinery or equipment, the cost of all machinery and supplies furnished by the County, reasonable handling charges, and all additional items of expense incidental to the performance of such function or service.

11. All work done hereunder is subject to the limitations of the provisions of Section 23008 of the Government Code, and in accordance therewith, before any work is done or services rendered pursuant hereto, an amount equal to the cost or an amount 10% in excess of the estimated cost must be reserved by the City from its funds to ensure payment for work, services or materials provided hereunder.

12. The County shall render to the City at the close of each calendar month an itemized invoice which covers all services performed during said month, and the City shall pay County therefore within thirty (30) days after date of said invoice.

If such payment is not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County is entitled to recover interest thereon. Said interest shall be at the rate of seven (7) percent per annum or any portion thereof calculated from the last day of the month in which the services were performed.

13. Notwithstanding the provisions of Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County may satisfy such indebtedness,

including interest thereon, from any funds of any such City on deposit with the County without giving further notice to said City of County's intention to do so.

14. This Agreement shall become effective on the date herein-above first mentioned and shall run for a period ending June 30, 2031, and at the option of the City Council of the City, with the consent of the Board of Supervisors of County, shall be renewable thereafter for an additional period of not to exceed five (5) years.

15. In the event the City desires to renew this Agreement for said five-year period, the City Council shall not later than the last day of May 2031, notify the Board of Supervisors of County that it wishes to renew the same, whereupon the Board of Supervisors, not later than the last day of June 2031, shall notify the City Council in writing of its willingness to accept such renewal. Otherwise, such Agreement shall finally terminate at the end of the aforedescribed period.

Notwithstanding the provisions of this paragraph herein-above set forth, the County may terminate this Agreement at any time by giving thirty (30) days' prior written notice to the City. The City may terminate this Agreement as of the first day of July of any year upon thirty (30) days' prior written notice to the County.

16. This Agreement is designed to cover miscellaneous and sundry services which may be supplied by the County of Los Angeles and the various departments thereof. In the event there now exists or there is hereafter adopted a specific contract between the City and the County with respect to specific services, such contract with respect to specific services shall be controlling as to the duties and obligations of the parties anything herein to the contrary notwithstanding, unless such special contract adopts the provisions hereof by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Executed this _____day of _____2026.

The City of Malibu,

By _____
Mayor

ATTEST:

City Clerk

THE COUNTY OF LOS ANGELES

By_____

By_____
Chair, Board of Supervisors

ATTEST:

EDWARD YEN
Executive Officer/Clerk
of the Board of Supervisors

By_____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Senior Deputy