Council Agenda Report

City Council Meeting
06-22-26
Item 1.B.8.

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

Prepared by: Yolanda Bundy, Community Development Director

Approved by: Joseph D. Irvin, City Manager

Date prepared: June 3, 2026 Meeting date: June 22, 2026

Subject: Amendment to Agreement with Clanton Engineering, Inc. to Provide Dark Sky Consulting Services

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RECOMMENDED ACTION: Authorize the Mayor to execute Amendment No. 1 to Agreement with Clanton Engineering, Inc.

FISCAL IMPACT: No additional funding is being requested for this agreement at this time. Funding for these services is included in the Proposed Budget for Fiscal Year 2026-27 in Account No. 101-2004-5100 (Building Safety Professional Services).

STRATEGIC PLAN IMPLEMENTATION:
Goal 1: Support Community Rebuilding and Long-Term Recovery
Objective 1.2: Modernize development policies and procedures citywide to support resilient community development.
Strategy: As needed, update General Plan and Local Coastal Program policies

DISCUSSION: The item before the Council is an amendment to an agreement to extend the term and modify the scope of work to allow completion of the Dark Sky Ordinance amendments and implementation of a new lighting compliance process. To date, approximately 20% of the project has been completed. Staff is confident that the existing agreement budget of $79,955 is sufficient to complete the remaining work; therefore, no additional funding is requested at this time.

The Community Development Department utilizes consulting firms to provide specialized services such as updating the outdoor lighting ordinance to incorporate the latest 2024 Dark Sky International standards and developing a new lighting compliance process to improve workflow efficiency.

In 2024, as part of the est for Proposal (RFP) for Dark Sky consulting services Clanton Engineering was awarded an agreement on May 28, 2024. This agreement is set to expire on June 30, 2026.

Prior to the 2025 wildfires, Clanton Engineering completed 20% of the work related to Task 1, which consists of evaluating and preparing amendments to the outdoor lighting ordinance. Following the wildfires, the project was temporarily placed on hold as the City prioritized emergency response and community recovery efforts related to the natural disasters.

At this time, staff has taken the time to re-evaluate the scope of work to stay within budget. Several tasks that can be performed in-house, including public outreach activities, have been removed from the consultant's scope of work. The remaining funding is sufficient to complete Task 1, including Planning Commission and City Council hearings (estimated Winter of 2027). The remaining funding will support completion of Task 2, which includes an evaluation of the current outdoor lighting application workflow, development of compliance forms for a prescriptive method or performance-based method, and preparation of recorded instructional material to support staff or reviewer use of the compliance forms

Therefore, staff recommends that the City Council authorize the Mayor to execute an amendment to the agreement extending the term by two years, from June 30, 2026 to June 30, 2028, and modifying the scope of work to reflect the revised project approach while remaining within budget.

ATTACHMENTS: Amendment No. 1 to Agreement with Clanton Engineering, Inc.

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AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT (the "Amendment" is made and entered in the City of Malibu on June 22, 2026, by and between the City of Malibu, a municipal corporation, hereinafter referred to as City, and Clanton Engineering, Incorporated, a Colorado corporation, hereinafter referred to as Consultant. City and Consultant are herein collectively referred to as "Parties" and separately as a "Party".

The city and the Consultant agree as follows:

RECITALS

A. On May 28, 2024, the City entered into a Professional Services Agreement with Consultant for certain projects relating to plan check and inspections for the Malibu Dark Sky Program (the "Agreement").

B. The Parties desires to amend the Agreement to extend the Term of the Agreement, such that the contract will now expire on June 30, 2028, to amend Exhibit A to replace in full the Scope of Work, and amend the Compensation of Services (Exhibit B) to modify the hourly personnel rates, and Consultant has submitted a proposal for this purpose that is acceptable to the City.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Section 1.0 of the Agreement (Scope of Work), is hereby amended as set forth in Exhibit A attached hereto. The change will fully replace Exhibit A from the original agreement, by removing tasks from it.

2. Section 2.0 of the Agreement (Term of Agreement), is hereby extended to remain in effect until June 30, 2028, unless otherwise terminated or extended as provided in the Agreement.

3. Section 4.0 of the Agreement (Compensation for Services), is hereby amended to read as follows:

> **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 the Scope of Work's fee and cost schedule (Exhibit B) and incorporated herein by reference. The cost of services shall not exceed $79,955.00 for the term of the Agreement. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager in writing.

4. The Parties agree to replace the scope of work included in Exhibit A – SCOPE OF WORK attached to the Agreement with the fee and cost schedule, attached to this Amendment No. 1 as Exhibit A - Scope of Work.

5. Incorporation of Exhibits. All exhibits attached to this Amendment are hereby incorporated into the Agreement by this reference. To the extent there is any conflict

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between an exhibit attached to this Amendment and the exhibits attached to the original Agreement, the exhibits attached to this Amendment shall control.

6. Authority to Execute. Each person executing this Amendment represents and warrants that they are duly authorized to execute this Amendment on behalf of the Party for whom they are signing and to bind that Party to the terms herein.

7. The Parties agree that this Amendment 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.

8. All terms and conditions of the Agreement not amended by this Amendment remain in full force and effect.

9. The effective date of this Amendment is June 22, 2026.

This Amendment is executed on _____,.

CITY OF MALIBU, a municipal corporation:

_____
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

CLANTON ENGINEERING,
INCORPORATED, a Colorado corporation

By: DocuSigned by: Dane Sanders
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Name: Dane Sanders
Title: President

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Exhibit A
Scope of Work

Task 1: Evaluation and Amendment of Existing Outdoor Lighting Ordinance

Consultant will evaluate the City's existing outdoor lighting ordinance and related development processes and prepare updates using current Dark Sky International terminology and best practices. Since these have been updated since 2024, this will require further coordination meetings with City staff to confirm objectives and current practices for the Draft Lighting Ordinance as well as its role in other City development frameworks.

This task includes coordination with City staff and stakeholders to gather input on needed ordinance updates and implementation considerations, followed by preparation of a complete amended ordinance for City use. This task also includes guidance on how this ordinance update relates to the process of becoming a recognized DarkSky Place.

Task Elements

- Kick-Off Meeting for project re-initiation
- Confirm application of existing Outdoor Lighting Ordinance
- Virtual coordination meetings to collect feedback from City staff and stakeholders
- Preparation of draft ordinance amendments (up to three submittals)
- Review of current DarkSky Place application process and needs for Malibu
- Coordination with City staff to finalize a complete amended ordinance

Deliverables

- Amended Outdoor Lighting Ordinance
- DarkSky Place Application Memorandum

Task 2: Creation of Lighting Ordinance Compliance Forms

Consultant will evaluate the City's current outdoor lighting application and review processes and develop lighting compliance forms to streamline the compliance of new or retrofitted lighting. This task focuses on improving review efficiency, and providing applicants with accessible guidance on how to achieve compliance.

The compliance forms will be structured to support a prescriptive or performance-based method of review and will be designed for City ownership and long-term use. These two methods give property owners and developers options on how to communicate their compliance to the City.

Task Elements

- Evaluation of the current outdoor lighting application workflow, including review of existing applications
- Development of compliance forms for a prescriptive method or performance-based method
- Preparation of recorded instructional material to support staff or reviewer use of the compliance forms

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Deliverables

- Two Lighting Ordinance Compliance Forms (Prescriptive & Performance)
- Recorded compliance form training materials for City staff or other reviewers

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Exhibit B
Compensation for Services

The City shall compensate the Consultant for services performed and costs incurred under this Agreement in accordance with the fee and cost schedule. No additional compensation shall be paid for any other expenses unless such expenses are approved in advance in writing by the City Manager or the City Manager's designee.

City of Malibu Professional Engineering Services Citywide Dark Sky	Clanton & Associates							
	Chief Executive Oficer	Outdoor Lighting Specialist	Senior Lighting Planner	Senior Project Designer	Project Lighting Planner	Design Engineer	Hours per Task	Cost per Task
	$395	$410	$200	$200	$180	$160		
1 Evaluation of Existing Dark Sky Ordinance								
Re-initiation project kick-off meeting	2	2	4	2	4	0	14	$3,530
Review existing ordiance and draft 80% DarkSky-compliant update	2	8	8	8	12	0	38	$9,430
Virtual meetings to collect feedback from city staff and stakeholders	4	0	10	4	4	0	22	$5,100
Coordination meetings to edit and finalize 100% draft with city staff	2	12	8	4	20	0	46	$11,710
Task 1 Totals	**10**	**22**	**30**	**18**	**40**	**0**	**120**	**$29,770**
2 Creation of Lighting Ordinance Compliance Form								
Review existing application and city development process	4	2	8	6	6	2	28	$6,600
Identify best Dark Sky recognition options (including review of any existing applications)	2	10	4	2	14	0	32	$8,610
Determine lighting application needs and format	2	0	4	12	3	2	23	$4,850
Coordination with city staff	2	0	16	0	2	0	20	$4,350
Lighting Ordinance Compliance Forms (to cover needs of all land uses)	2	2	4	25	4	9	46	$9,570
Task 2 Totals	**12**	**14**	**36**	**45**	**29**	**13**	**149**	**$33,980**
Total Hours By Staff	22	36	66	63	69	13	269	
						Direct Labor Costs:		$63,750
						Previously Invoiced		$16,196
						Other Material Direct Costs		$0
						Clanton & Associates Total Cost		**$79,946**

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Hourly Rates
All rates shall include overhead costs including, but not limited to salaries, benefits, insurance, office expenses, mileage, and courier service. If staff substitutions are necessary, or if staff is promoted to a different title, the original rates listed below will still apply.

Title	2026 Standard Rates
Intern	$ 125
CADD Technician I	$ 130
Assistant Designer	$ 155
Assistant Lighting Planner	$ 155
Design Engineer	$ 160
CADD Technician II	$ 140
Senior CADD Technician	$ 145
Designer	$ 165
Lighting Planner	$ 165
Engineer	$ 180
Associate CADD	$ 160
Project Designer	$ 180
Project Lighting Planner	$ 180
Project Engineer	$ 190
Administration Manager	$ 115
Senior Project Designer	$ 200
Senior Lighting Planner	$ 200
Senior Project Engineer	$ 215
Associate Designer	$ 240
Associate Lighting Planner	$ 240
Senior Electrical Specialist	$ 255
Senior Lighting Specialist	$ 255
Senior Lighting Expert	$ 410
Associate Engineer	$ 240
Marketing Manager	$ 125
Controller	$ 150
Production Manager	$ 260
Senior Associate Engineer	$ 260
Senior Associate Designer	$ 260
Senior Associate Lighting Planner	$ 260
Senior Planning & Policy Manager	$ 260
Director of Project Operations	$ 255
Principal	$ 370
Chief Executive Officer	$ 395
President	$ 395

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

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administrative functions contained within the hourly rate. Typical examples of non-billable overhead activities are:

- Discussion with staff or applicant 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.