Council Agenda Report

City Council Meeting
08-10-26
Item 1.B.11.

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: July 22, 2026 Meeting date: August 10, 2026

Subject: Professional Services Agreements for On-Call California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) Environmental Review Services

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RECOMMENDED ACTION: Authorize the Mayor to execute professional services agreements with Impact Sciences, Inc., PlaceWorks, Inc., Eyestone Environmental, LLC, and SWCA Environmental Consultants, Inc. to provide on-call environmental review consulting services.

FISCAL IMPACT: Funding for these services is included in the Adopted Budget for Fiscal Year 2026-27 in Account No. 101-2001-5100 (Planning Professional Services). Work associated with development applications will be funded from applicant deposits established in accordance with the City's adopted fee schedule and will not impact the General Fund. Individual task orders will be issued on an as-needed basis and are subject to the availability of appropriated funds or sufficient applicant deposits.

STRATEGIC PLAN IMPLEMENTATION: N/A

DISCUSSION: On June 10, 2026, a Request for Qualifications (RFQ) was distributed for preparation of environmental review documents and technical studies related to California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). The RFQ outlined the services including peer review of technical studies prepared by others; preparation of standalone environmental studies; review of environmental statements and/or analysis prepared by others; legislation tracking and/or trainings related to CEQA/NEPA; development of mitigation measures, monitoring, and tracking; support for grant applications; and assisting in tribal consultation, as needed.

Following the solicitation process, staff evaluated the proposals based on the criteria identified in the RFQ, including firm qualifications, relevant project experience, technical

expertise, personnel qualifications, and demonstrated ability to successfully complete similar assignments.

The City received proposals from the following firms:

1. EcoTierra Consulting, Inc.
2. Envicom Corporation
3. Eyestone Environmental, LLC
4. Impact Sciences, Inc.
5. Interwest Consulting Group, Inc.
6. Kimley-Horn and Associates, Inc.
7. PlaceWorks, Inc.
8. Rincon Consultants, Inc.
9. SWCA Environmental Consultants, Inc.
10. UltraSystems Environmental, Inc.
11. WSP USA, Inc.

Following its review of the proposals, the City conducted interviews and selected four firms for inclusion in an on-call consultant pool. Rather than relying on a single consultant, staff recommends establishing a pool of qualified consultants to provide environmental review services under on-call agreements. Maintaining multiple qualified firms provides the flexibility to assign work based on each firm's project-specific experience, technical expertise, and availability, helping ensure timely project delivery while minimizing scheduling conflicts.

Individual projects vary in scope, complexity, schedule, and technical requirements. Accordingly, work will be assigned on an as-needed basis through task orders. No minimum amount of work is guaranteed to any consultant. For each assignment, the City will negotiate the scope, schedule, and compensation and select the consultant based on qualifications, availability, workload, and operational needs.

The proposed agreements will support both City-initiated projects and private development applications. Services provided for private development projects will be funded entirely through applicant deposits maintained for each project, while services for City-initiated projects will be funded through approved budget appropriations. This funding structure enables the City to efficiently administer environmental review services without increasing General Fund expenditures for applicant-driven work.

Staff recommends that the City Council authorize the Mayor to execute professional services agreements with the four selected firms: Impact Sciences, PlaceWorks, Eyestone Environmental, and SWCA Environmental Consultants.

ATTACHMENTS:

1. Professional Services Agreement with Impact Sciences, Inc.

2. Professional Services Agreement with PlaceWorks, Inc.
3. Professional Services Agreement with Eyestone Environmental, LLC
4. Professional Services Agreement with SWCA Environmental Consultants, Inc.

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PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is made and entered into as of August 10, 2026 by and between the City of Malibu, a municipal corporation (hereinafter referred to as the "City"), and Impact Sciences, Inc., a California 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:

R E C I T A L S

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 with Consultant for professional services relating to on-call services including preparation of environmental review documents and technical studies for applicant-sponsored and City-sponsored projects that meet the mandates of California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), and any other applicable laws, regulations, plans, or procedures as more particularly described in Exhibit A.

C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform the services under this Agreement in a proper and timely manner.

D. The City and the Consultant desire to enter into this Agreement for the Consultant to perform the services described in this Agreement, including those set forth in Exhibit A.

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:

1.0 SCOPE OF THE CONSULTANT'S SERVICES. The Consultant agrees to provide the services and perform the tasks set forth in Exhibit A (the "Scope of Work"), attached hereto 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 August 10, 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 (collectively, the "City Manager"), for the purposes of this Agreement, is the agent for the City; whenever approval or authorization is required, Consultant understands that the City Manager has the authority, but not the requirement, to provide that approval or authorization.

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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). The cost of services shall not exceed $500,000 for the term of the Agreement, except for work performed under an Applicant Deposit, as more particularly described in Section 4.2. No additional compensation shall be paid for any other costs or expenses incurred, unless first approved in writing by the City Manager or designee.

4.1 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.

4.2 Applicant Deposit means a project where an applicant submits a financial deposit to the City as required by a developer reimbursement agreement, the City's fee schedule, or other rule or regulation. City shall have the sole authority to determine whether work performed by the Consultant is subject to this Agreement or an Applicant Deposit. In the event the amount of an Applicant Deposit is less than the accumulated cost of the applicant's project, the Consultant will not be required to continue work on the applicant's project after expiration of a 15-day written notice to City regarding the deposit funding issue. The immediately preceding sentence shall not apply in the event that the City notifies the Consultant that it will continue to compensate the Consultant regardless of the deposit funding issue or the applicant provides an additional financial deposit to the City.

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 to or by any City employee or official. This Section 5.1 shall apply to any subcontractor hired by Consultant to perform service under this Agreement.

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 twelve (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.

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6.0 GENERAL TERMS AND CONDITIONS.

6.1 Termination.

6.1.1 **Termination Without Cause.** 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. 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 effective date of 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 **Termination For Cause.** 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 Consultant 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.

6.1.3 In the event of any termination hereunder, 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 immediately returned to the City.

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.

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 C ("Insurance Requirements"), attached hereto and made part of this Agreement.

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.

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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.

6.6 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. Any and all disputes arising from this Agreement shall be decided solely and exclusively by state or federal courts located in Los Angeles County.

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.

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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 own expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans during or after the Term of this Agreement. Should the Consultant fail to make such corrections in a reasonably timely manner, such corrections shall be made by the City, and the cost thereof shall be charged to the Consultant. If the City corrections occur during the Term, such charged costs shall be deducted from amounts otherwise owed to the Consultant. If the corrections occur after the Term and final payment to the Consultant, the amount charged shall be due and payable within 45 days after written notice of the City's invoice.

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

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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 and Costs. 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, amendments, or modifications to this Agreement must be approved in advance and in writing, and executed by authorized representatives of 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:	Joseph D. Irvin City Manager City of Malibu 23825 Stuart Ranch Road Malibu, CA 90265-4861 TEL (310) 456-2489 x 226 FAX (310) 456-2760	**CONSULTANT:**	Impact Sciences, Inc., a California corporation Jessica Kirchner CEO/ Managing Principal 445 S. Figueroa Street, Suite 2550 Los Angeles, CA 90071 TEL (213) 935-1901 jkirchner@impactsciences.com

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.

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6. 21 Standard of Care. Consultant shall perform all services under this Agreement in accordance with the standard of care ordinarily exercised by members of the same profession practicing under similar circumstances at the same time and in the same or similar locality. Consultant shall perform its services in a timely, competent, and professional manner and in accordance with all applicable laws and regulations.

6.22 Public Records Act Compliance. Consultant acknowledges that the City is subject to the California Public Records Act (Government Code section 7920.000 et seq.). Consultant agrees to cooperate with the City in responding to any request for records relating to this Agreement or Consultant's performance of services. Consultant shall promptly provide any such records requested by the City and acknowledges that such records may be subject to disclosure unless exempt from disclosure under applicable law.

6.23 Records Retention and Audit. Consultant shall maintain complete and accurate records relating to the performance of services under this Agreement, including all books, documents, papers, and accounting records. Consultant shall retain such records for a period of at least three (3) years following completion or termination of this Agreement, or longer if required by law or by written directive from the City. Upon reasonable notice, the City or its authorized representatives shall have the right to inspect and audit such records during normal business hours.

6.24 Ownership of Work Product. All reports, documents, data, studies, drawings, specifications, maps, photographs, and other materials prepared or assembled by Consultant in connection with the performance of services under this Agreement ("Work Product") shall become the property of the City upon creation and shall be delivered to the City upon request or upon completion or termination of this Agreement. Consultant may retain copies for its files, if and when appropriate, but shall not use or disclose the Work Product for any purpose unrelated to this Agreement without the prior written consent of the City.

6.25 Confidentiality and Public Communications. Consultant shall maintain the confidentiality of any non-public information obtained in the course of performing services under this Agreement and shall not disclose such information to any third party without the prior written consent of the City unless required by law. Consultant shall take reasonable measures to protect such information from unauthorized use or disclosure.

Consultant shall not make any public statement, press release, social media post, or other public communication regarding the services performed under this Agreement, the City, or this Agreement without the prior approval of the City. Consultant shall conduct itself in a professional manner and shall not engage in conduct that would reasonably be expected to reflect adversely on the City in connection with the performance of services under this Agreement.

6.26 Subcontractors. Consultant shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City, except to the extent subcontracting is expressly authorized in this Agreement. Consultant shall remain fully responsible for the performance of all services under this Agreement and for the acts and omissions of any subcontractors and their employees or agents.

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6.27 Survival. The provisions of this Agreement that by their nature are intended to survive termination or expiration of this Agreement, including but not limited to provisions relating to indemnification, confidentiality, records retention, ownership of work product, and audit rights, shall survive the termination or expiration of this Agreement.

6.28 Artificial Intelligence Use. For purposes of this Agreement, "Artificial Intelligence" or "AI" means a machine-based system, including generative AI, that generates text, images, code, analyses, or other content based on user inputs. Consultant may use AI solely as a supplemental tool in performing the services under this Agreement and shall not rely upon AI as the primary means of performing such services. Consultant is required to disclose its use of AI in performing services under this Agreement within 30 days of the complete execution of this Agreement. Consultant shall ensure that qualified personnel independently review, verify, edit, and approve all AI-generated content before relying upon or submitting such content to the City. If the City reasonably determines that Consultant's use of AI has resulted in work that fails to meet the standard of care applicable under this Agreement, the City may require Consultant to correct the affected services at no additional cost to the City.

7.0 ADDITIONAL TERMS AND CONDITIONS. (City and Consultant initials required at EITHER 7.1 or 7.2, but not both)

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 Initial JK

[Signatures on the Following Page]

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This Agreement is executed on _____.

IMPACT SCIENCES, INC., a California corporation:

Signed by:
By: Jessica Kirchner
906AFFFF323E483...
Name: JESSICA KIRCHNER
Title: CEO/ Managing Principal

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

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EXHIBIT A
SCOPE OF WORK

Task 1: Environmental Review Document Support

Prepare environmental review documents and associated public notices for projects as required under CEQA, including Initial Studies (IS), Negative Declarations (ND), Mitigated Negative Declarations (MND), Environmental Impact Reports (EIR), and Addenda. Peer review technical studies prepared by others, prepare standalone environmental studies at the direction of the City, and review environmental statements and/or analysis prepared by others. In the event of a project requiring NEPA review, prepare Environmental Assessments (EA) and Environmental Impact Statements (EIS) jointly with federal agency partners, when applicable, in accordance with NEPA.

Task 2: Technical Analysis

Thoroughly evaluate a wide range of environmental issues at technical levels of detail commensurate with the requirements of CEQA/NEPA in the following areas:

a) Aesthetics; and preparation or peer review of Visual Resources Technical Reports.
b) Agriculture and Forestry Resources.
c) Air Quality; and preparation or peer review of Air Quality Technical Reports and Air Health Risk Assessments (construction, haul route, and operations).
d) Biological Resources; and preparation or peer review of Biological Resources Technical Reports (terrestrial and aquatic).
e) Cultural Resources Tribal Cultural Resources; and preparation or peer review of Cultural Resources Technical Reports, and assistance with AB52 and tribal consultation.
f) Energy; and preparation or peer review of Energy Use Technical Reports.
g) Geology and Soils; and preparation or peer review of Geology and Soils Technical Reports.
h) Greenhouse Gas Emissions; and preparation or peer review of Greenhouse Gas Technical Reports.
i) Hazards and Hazardous Materials; and preparation or peer review of Phase I Environmental Site Assessments.
j) Hydrology and Water Quality; and preparation or peer review of Preliminary Drainage Studies and Stormwater Management Plans.
k) Land Use and Planning; and assistance in evaluating consistency with applicable LCP, MMC, and General Plan policies.
l) Mineral Resources.
m) Noise; and preparation or peer review of Noise and Vibration Technical Reports.
n) Population and Housing.
o) Public Services; and assistance with will-serve coordination with LACFD, County Sheriff, WD29, City Public Works, and various utilities.
p) Recreation; and assistance in evaluating construction and operational impacts on public parks and public parking, including consistency with applicable LCP, MMC, and General Plan policies.
q) Sea Level Rise; and preparation or peer review of Sea Level Rise Technical Reports.
r) Transportation; and preparation or peer review of Vehicle Miles Traveled Analyses (utilizing the SCAG Regional Transportation Demand Model) and Transportation Impact

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Studies.

s) Utilities and Service Systems; and preparation or peer review of Utility Infrastructure Studies (wastewater and water) and Water Supply Assessments.
t) Wildfire; and preparation or peer review of Wildfire Reports and Wildfire Evacuation Analyses.

Task 3: Project Coordination, Meetings, and Quality Control

Provide project coordination, meeting support, and quality control for work assignments as follows.

a) Assign a dedicated Project Manager who has extensive experience managing the preparation of an environmental document and environmental analysis.
b) Attend regular project management meetings and calls with City staff and/or City consultants (may be in-person and/or virtual).
c) Attend working review sessions associated with the environmental document preparation (may be in-person and/or virtual).
d) Attend stakeholder meetings (may be in-person and/or virtual).
e) Provide public hearing agenda report support and PowerPoint preparation assistance to City staff and/or City consultants.
f) Attend public hearings.
g) Effectively manage work assignments, schedules, and budget.
h) Provide the City with a monthly status report documenting the work performed during the prior month and the work expected to be completed in the next month.
i) Provide comprehensive and diligent Quality Assurance (QA) and Quality Control (QC) of all documents prepared, including technical studies and appendices; and ensure an adequate level of information, explanation, and conclusions in all documents as required by CEQA and NEPA.
j) Ensure that the QA/QC process addresses all issues with document formatting, consistency of terms, grammar, abbreviations, and typographical issues.
k) Implement measures to ensure version control is maintained by all reviewing parties and to ensure that tracked changes/comments are managed and addressed adequately.
l) Diligently work to ensure that all environmental sections of a document are efficient, organized, and formatted for ease of review by the general public, and void of unnecessary repetitive information.
m) Ensure the conclusions in all environmental sections are based on supportive analysis and/or justifications, include clear and concise statements of thresholds and methodologies, and adequately describe a project's impact on each threshold.
n) For MNDs and EIRs, ensure that all mitigation measures proposed are legally sufficient and defensible, as required by CEQA, including: 1) an explanation why the mitigation measure is needed; 2) who would be responsible to perform the mitigation measure; 3) timing for when the mitigation measure should be completed; and 4) monitoring provisions and/or who would be responsible for completing the monitoring.
o) For EIRs, facilitate the public scoping meeting in coordination with City staff and/or City consultants, including preparation and delivery of a PowerPoint presentation, obtaining comments, and keeping of meeting notes.

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Task 4: Mitigation Measures Development, Monitoring, and Tracking

Assist in the development, monitoring, and tracking of mitigation measures and/or special conditions for development projects.

Task 5: Tracking and Analysis of CEQA/NEPA Legislation, Regulation, Case Law, and Guidance Updates

Perform review and analysis of existing, proposed, or potential federal, state, and local-related laws, regulations, and guidance and their applicability to the City and development projects in the City. Tasks may include preparation of comments, summaries, and/or detailed descriptions of findings and recommendations; and attendance/participation at public meetings, hearings and workshops in support or on behalf of City staff.

Task 6: Environmental Review Support for Grant Applications

Prepare environmental review documents and/or technical studies to support City-prepared applications for state and federal grants and/or projects for which the City has been awarded grant funding, in accordance with the funding agency's procedures and guidance, including, but not limited to FEMA, Caltrans, Ocean Protection Council, California Coastal Commission, South Coast Air Quality Management District, and the California Energy Commission.

Task 7: Training Sessions, Workshops, and Presentations

Prepare and/or provide training sessions, workshops, or presentations to City staff and City consultants related to CEQA/NEPA policies, assessments, and methodologies.

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EXHIBIT B
COMPENSATION FOR SERVICES

The Consultant will be paid for professional services rendered and costs incurred pursuant to this Agreement in accordance with this Exhibit B. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or his or her designee.

Prior to commencing work for the City of Malibu by the Consultant, written authorization must be granted by the Community Development Director or his or her designee.

Compensation for a 2-Year Term: $500,000
Applicant-Funded Services: Consultant shall be paid from separate applicant deposits established for the applicable project in accordance with this Agreement and is independent of the above compensation amount.

Hourly Rates

Impact Sciences

Staff Classification	Hourly Rate
Principal/Managing Principal	$320
Associate Principal	$290
Technical Director	$290
Senior Project Manager	$225
Project Manager	$200
Senior Technical Specialist	$185
Quality Assurance / Quality Control	$200
Technical Specialist	$180
GIS Technician	$175
Planner	$170
Assistant Technical Specialist	$140
Publications Manager	$140
Graphics	$140
Publications	$140
Associate Planner	$135
Clerical/Administrative	$100

Subcontractor Hourly Rates

CR Associates

Staff Classification	Hourly Rate
Principal I	$325
Senior Professional III	$295
Senior Professional I	$250
Professional II	$225
Analyst II	$165
Analyst I	$145
Intern	$105
Admin/Graphics	$120

Dudek

Staff Classification	Hourly Rate
Project Director / Environmental	$350
Senior Specialist V	$290

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Staff Classification	Hourly Rate
Senior Specialist I	$230
Analyst IV	$155
Analyst III	$145

ENGEO

Staff Classification	Hourly Rate
Principal	$440
Associate Engineer / Geologist	$360
Project Engineer / Geologist	$270
CAD/GIS	$257
Project Assistant / WP	$190

Pax Environmental

Staff Classification	Hourly Rate
Principal	$185
Project Management	$162
Senior Biologist	$138
Senior Archeologist	$135
Associate Biologist	$121
Associate Archeologist	$116
GIS Specialist	$139
Technical Editor	$94

Suenram and Associates

Staff Classification	Hourly Rate
Senior Civil Engineer	$217
Technical Lead	$177
Engineer III	$138

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 or applicant about the cost of services or to address billing disputes.
- Meetings to discuss work performance, contract, or additional services.
- 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.

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EXHIBIT C
INSURANCE REQUIREMENTS

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.

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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

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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 any approved 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.

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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.

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PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is made and entered into as of August 10, 2026 by and between the City of Malibu, a municipal corporation (hereinafter referred to as the "City"), and PlaceWorks, Inc., a California 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:

R E C I T A L S

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 with Consultant for professional services relating to on-call services including preparation of environmental review documents and technical studies for applicant-sponsored and City-sponsored projects that meet the mandates of California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), and any other applicable laws, regulations, plans, or procedures as more particularly described in Exhibit A.

C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform the services under this Agreement in a proper and timely manner.

D. The City and the Consultant desire to enter into this Agreement for the Consultant to perform the services described in this Agreement, including those set forth in Exhibit A.

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:

1.0 SCOPE OF THE CONSULTANT'S SERVICES. The Consultant agrees to provide the services and perform the tasks set forth in Exhibit A (the "Scope of Work"), attached hereto 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 August 10, 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 (collectively, the "City Manager"), for the purposes of this Agreement, is the agent for the City; whenever approval or authorization is required, Consultant understands that the City Manager has the authority, but not the requirement, to provide that approval or authorization.

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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). The cost of services shall not exceed $500,000 for the term of the Agreement, except for work performed under an Applicant Deposit, as more particularly described in Section 4.2. No additional compensation shall be paid for any other costs or expenses incurred, unless first approved in writing by the City Manager or designee.

4.1 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.

4.2 Applicant Deposit means a project where an applicant submits a financial deposit to the City as required by the City's fee schedule or other rule or regulation. City shall have the sole authority to determine whether work performed by the Consultant is subject to this Agreement or an Applicant Deposit. In the event the amount of an Applicant Deposit is less than the accumulated cost of the applicant's project, the Consultant will not be required to continue work on the applicant's project after expiration of a 15-day written notice to City regarding the deposit funding issue. The immediately preceding sentence shall not apply in the event that the City notifies the Consultant that it will continue to compensate the Consultant regardless of the deposit funding issue or the applicant provides an additional financial deposit to the City.

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 to or by any City employee or official. This Section 5.1 shall apply to any subcontractor hired by Consultant to perform service under this Agreement.

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 twelve (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.

6.1.1 **Termination Without Cause.** Either the City Manager or the Consultant may terminate this Agreement, without cause, by giving the other Party ten (10) days

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written notice of such termination and the effective date thereof. 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 effective date of 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 **Termination For Cause.** 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 Consultant 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.

6.1.3 In the event of any termination hereunder, 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 immediately returned to the City.

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.

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 C ("Insurance Requirements"), attached hereto and made part of this Agreement.

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

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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.

6.6 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. Any and all disputes arising from this Agreement shall be decided solely and exclusively by state or federal courts located in Los Angeles County.

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

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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 own expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans during or after the Term of this Agreement. Should the Consultant fail to make such corrections in a reasonably timely manner, such corrections shall be made by the City, and the cost thereof shall be charged to the Consultant. If the City corrections occur during the Term, such charged costs shall be deducted from amounts otherwise owed to the Consultant. If the corrections occur after the Term and final payment to the Consultant, the amount charged shall be due and payable within 45 days after written notice of the City's invoice.

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

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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 and Costs. 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, amendments, or modifications to this Agreement must be approved in advance and in writing, and executed by authorized representatives of 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:	Joseph D. Irvin City Manager City of Malibu 23825 Stuart Ranch Road Malibu, CA 90265-4861 TEL (310) 456-2489 x 226 FAX (310) 456-2760	**CONSULTANT:**	PlaceWorks, Inc., a California corporation Kara L Kosel Vice President, Finance 700 S. Flower Street, Suite 600 00 S. Flower Street, Suite 600 TEL (213) 623-1443 kkosel@placeworks.com

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.

6. 21 Standard of Care. Consultant shall perform all services under this Agreement in accordance with the standard of care ordinarily exercised by members of the same profession practicing under similar circumstances at the same time and in the same or similar locality. Consultant shall perform its services in a timely, competent, and professional manner and in accordance with all applicable laws and regulations.

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6.22 Public Records Act Compliance. Consultant acknowledges that the City is subject to the California Public Records Act (Government Code section 7920.000 et seq.). Consultant agrees to cooperate with the City in responding to any request for records relating to this Agreement or Consultant's performance of services. Consultant shall promptly provide any such records requested by the City and acknowledges that such records may be subject to disclosure unless exempt from disclosure under applicable law.

6.23 Records Retention and Audit. Consultant shall maintain complete and accurate records relating to the performance of services under this Agreement, including all books, documents, papers, and accounting records. Consultant shall retain such records for a period of at least three (3) years following completion or termination of this Agreement, or longer if required by law or by written directive from the City. Upon reasonable notice, the City or its authorized representatives shall have the right to inspect and audit such records during normal business hours.

6.24 Ownership of Work Product. All reports, documents, data, studies, drawings, specifications, maps, photographs, and other materials prepared or assembled by Consultant in connection with the performance of services under this Agreement ("Work Product") shall become the property of the City upon creation and shall be delivered to the City upon request or upon completion or termination of this Agreement. Consultant may retain copies for its files, if and when appropriate, but shall not use or disclose the Work Product for any purpose unrelated to this Agreement without the prior written consent of the City.

6.25 Confidentiality and Public Communications. Consultant shall maintain the confidentiality of any non-public information obtained in the course of performing services under this Agreement and shall not disclose such information to any third party without the prior written consent of the City unless required by law. Consultant shall take reasonable measures to protect such information from unauthorized use or disclosure.

Consultant shall not make any public statement, press release, social media post, or other public communication regarding the services performed under this Agreement, the City, or this Agreement without the prior approval of the City. Consultant shall conduct itself in a professional manner and shall not engage in conduct that would reasonably be expected to reflect adversely on the City in connection with the performance of services under this Agreement.

6.26 Subcontractors. Consultant shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City, except to the extent subcontracting is expressly authorized in this Agreement. Consultant shall remain fully responsible for the performance of all services under this Agreement and for the acts and omissions of any subcontractors and their employees or agents.

6.27 Survival. The provisions of this Agreement that by their nature are intended to survive termination or expiration of this Agreement, including but not limited to provisions relating to indemnification, confidentiality, records retention, ownership of work product, and audit rights, shall survive the termination or expiration of this Agreement.

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6.28 Artificial Intelligence Use. For purposes of this Agreement, "Artificial Intelligence" or "AI" means a machine-based system, including generative AI, that generates text, images, code, analyses, or other content based on user inputs. Consultant may use AI solely as a supplemental tool in performing the services under this Agreement and shall not rely upon AI as the primary means of performing such services. Consultant is required to disclose its use of AI in performing services under this Agreement within 30 days of the complete execution of this Agreement. Consultant shall ensure that qualified personnel independently review, verify, edit, and approve all AI-generated content before relying upon or submitting such content to the City. If the City reasonably determines that Consultant's use of AI has resulted in work that fails to meet the standard of care applicable under this Agreement, the City may require Consultant to correct the affected services at no additional cost to the City.

7.0 ADDITIONAL TERMS AND CONDITIONS. (City and Consultant initials required at EITHER 7.1 or 7.2, but not both)

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 Initial kk

[Signatures on the Following Page]

Docusign Envelope ID: 5C75838A-6B2B-87C1-804D-1DA6BDDEEC18

This Agreement is executed on _____.

PLACEWORKS, INC., a California corporation:

Signed by:
By: kara kosel
1EF72BF86609445...
Name: KARA L KOSEL
Title: Vice President, Finance

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

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EXHIBIT A
SCOPE OF WORK

Task 1: Environmental Review Document Support

Prepare environmental review documents and associated public notices for projects as required under CEQA, including Initial Studies (IS), Negative Declarations (ND), Mitigated Negative Declarations (MND), Environmental Impact Reports (EIR), and Addenda. Peer review technical studies prepared by others, prepare standalone environmental studies at the direction of the City, and review environmental statements and/or analysis prepared by others. In the event of a project requiring NEPA review, prepare Environmental Assessments (EA) and Environmental Impact Statements (EIS) jointly with federal agency partners, when applicable, in accordance with NEPA.

Task 2: Technical Analysis

Thoroughly evaluate a wide range of environmental issues at technical levels of detail commensurate with the requirements of CEQA/NEPA in the following areas:

a) Aesthetics; and preparation or peer review of Visual Resources Technical Reports.
b) Agriculture and Forestry Resources.
c) Air Quality; and preparation or peer review of Air Quality Technical Reports and Air Health Risk Assessments (construction, haul route, and operations).
d) Biological Resources; and preparation or peer review of Biological Resources Technical Reports (terrestrial and aquatic).
e) Cultural Resources Tribal Cultural Resources; and preparation or peer review of Cultural Resources Technical Reports, and assistance with AB52 and tribal consultation.
f) Energy; and preparation or peer review of Energy Use Technical Reports.
g) Geology and Soils; and preparation or peer review of Geology and Soils Technical Reports.
h) Greenhouse Gas Emissions; and preparation or peer review of Greenhouse Gas Technical Reports.
i) Hazards and Hazardous Materials; and preparation or peer review of Phase I Environmental Site Assessments.
j) Hydrology and Water Quality; and preparation or peer review of Preliminary Drainage Studies and Stormwater Management Plans.
k) Land Use and Planning; and assistance in evaluating consistency with applicable LCP, MMC, and General Plan policies.
l) Mineral Resources.
m) Noise; and preparation or peer review of Noise and Vibration Technical Reports.
n) Population and Housing.
o) Public Services; and assistance with will-serve coordination with LACFD, County Sheriff, WD29, City Public Works, and various utilities.
p) Recreation; and assistance in evaluating construction and operational impacts on public parks and public parking, including consistency with applicable LCP, MMC, and General Plan policies.
q) Sea Level Rise; and preparation or peer review of Sea Level Rise Technical Reports.
r) Transportation; and preparation or peer review of Vehicle Miles Traveled Analyses (utilizing the SCAG Regional Transportation Demand Model) and Transportation Impact

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Studies.

s) Utilities and Service Systems; and preparation or peer review of Utility Infrastructure Studies (wastewater and water) and Water Supply Assessments.
t) Wildfire; and preparation or peer review of Wildfire Reports and Wildfire Evacuation Analyses.

Task 3: Project Coordination, Meetings, and Quality Control

Provide project coordination, meeting support, and quality control for work assignments as follows.

a) Assign a dedicated Project Manager who has extensive experience managing the preparation of an environmental document and environmental analysis.
b) Attend regular project management meetings and calls with City staff and/or City consultants (may be in-person and/or virtual).
c) Attend working review sessions associated with the environmental document preparation (may be in-person and/or virtual).
d) Attend stakeholder meetings (may be in-person and/or virtual).
e) Provide public hearing agenda report support and PowerPoint preparation assistance to City staff and/or City consultants.
f) Attend public hearings.
g) Effectively manage work assignments, schedules, and budget.
h) Provide the City with a monthly status report documenting the work performed during the prior month and the work expected to be completed in the next month.
i) Provide comprehensive and diligent Quality Assurance (QA) and Quality Control (QC) of all documents prepared, including technical studies and appendices; and ensure an adequate level of information, explanation, and conclusions in all documents as required by CEQA and NEPA.
j) Ensure that the QA/QC process addresses all issues with document formatting, consistency of terms, grammar, abbreviations, and typographical issues.
k) Implement measures to ensure version control is maintained by all reviewing parties and to ensure that tracked changes/comments are managed and addressed adequately.
l) Diligently work to ensure that all environmental sections of a document are efficient, organized, and formatted for ease of review by the general public, and void of unnecessary repetitive information.
m) Ensure the conclusions in all environmental sections are based on supportive analysis and/or justifications, include clear and concise statements of thresholds and methodologies, and adequately describe a project's impact on each threshold.
n) For MNDs and EIRs, ensure that all mitigation measures proposed are legally sufficient and defensible, as required by CEQA, including: 1) an explanation why the mitigation measure is needed; 2) who would be responsible to perform the mitigation measure; 3) timing for when the mitigation measure should be completed; and 4) monitoring provisions and/or who would be responsible for completing the monitoring.
o) For EIRs, facilitate the public scoping meeting in coordination with City staff and/or City consultants, including preparation and delivery of a PowerPoint presentation, obtaining comments, and keeping of meeting notes.

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Task 4: Mitigation Measures Development, Monitoring, and Tracking

Assist in the development, monitoring, and tracking of mitigation measures and/or special conditions for development projects.

Task 5: Tracking and Analysis of CEQA/NEPA Legislation, Regulation, Case Law, and Guidance Updates

Perform review and analysis of existing, proposed, or potential federal, state, and local-related laws, regulations, and guidance and their applicability to the City and development projects in the City. Tasks may include preparation of comments, summaries, and/or detailed descriptions of findings and recommendations; and attendance/participation at public meetings, hearings and workshops in support or on behalf of City staff.

Task 6: Environmental Review Support for Grant Applications

Prepare environmental review documents and/or technical studies to support City-prepared applications for state and federal grants and/or projects for which the City has been awarded grant funding, in accordance with the funding agency's procedures and guidance, including, but not limited to FEMA, Caltrans, Ocean Protection Council, California Coastal Commission, South Coast Air Quality Management District, and the California Energy Commission.

Task 7: Training Sessions, Workshops, and Presentations

Prepare and/or provide training sessions, workshops, or presentations to City staff and City consultants related to CEQA/NEPA policies, assessments, and methodologies.

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EXHIBIT B
COMPENSATION FOR SERVICES

The Consultant will be paid for professional services rendered and costs incurred pursuant to this Agreement in accordance with this Exhibit B. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or his or her designee.

Prior to commencing work for the City of Malibu by the Consultant, written authorization must be granted by the Community Development Director or his or her designee.

Compensation for a 2-Year Term: $500,000
Applicant-Funded Services: Consultant shall be paid from separate applicant deposits established for the applicable project in accordance with this Agreement and is independent of the above compensation amount.

PlaceWorks Hourly Rates

STAFF LEVEL	HOURLY BILL RATE
Principal	$210-$345
Associate Principal	$220-$295
Senior Associate II	$200-$280
Senior Associate I	$160-$240
Associate II	$165-$210
Associate I	$150-$195
Project Planner	$125-$185
Planner	$90-$165
Graphics Specialist	$90-$175
Administrator	$145-$250
Clerical/Word Processing/Technical Editor	$75-$175
Intern	$80-$135

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Subconsultant Rates

Fehr & Peers

Principal	$280.00 - $480.00
Senior Associate	$250.00 - $350.00
Associate	$215.00 - $300.00
Senior Engineer/Planner	$165.00 - $245.00
Engineer/Planner	$150.00 - $205.00
Senior Engineering Technician	$160.00 - $265.00
Senior Project Accountant	$125.00 - $195.00
Senior Project Coordinator	$140.00 - $240.00
Project Coordinator	$115.00 - $195.00
Technician	$155.00 - $200.00
Intern	$105.00 - $135.00

South Environmental

Principal Biologist	$220
Senior Biologist	$189
Biologist 2	$168
Biologist 1	$152
Biological Field Technician	$126
Principal Architectural Historian/Archaeologist/Paleontologist	$210
Senior Architectural Historian/Archaeologist/Paleontologist	$178
Architectural Historian/Archaeologist/Paleontologist 2	$157
Architectural Historian/Archaeologist/Paleontologist 1	$142
Field Technician	$120
GIS Specialist	$168

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GHD

GHD Level	BST10 Code	GHD Name	FY 2027 Std Rate (US & CAN)
A	A001	Senior Technical Director 1	470
A	A002	Senior Technical Director 2	440
A	A003	Senior Technical Director 3	410
A	A004	Technical Director 1	395
A	A005	Technical Director 2	375
A	A006	Senior Professional 1	350
A	A007	Senior Professional 2	325
A	A008	Professional 1	315
A	A009	Professional 2	275
A	A010	Professional 3	255
A	A011	Vacationer / Intern	240
B	B001	Lead Design Technician 1	420
B	B002	Lead Design Technician 2	390
B	B003	Lead Design Technician 3	355
B	B004	Senior Design Technician 1	350
B	B005	Senior Design Technician 2	340
B	B006	Design Technician 1	315
B	B007	Design Technician 2	295
B	B008	Drafting/Design 1	285
B	B009	Drafting/Design 2	250
B	B010	Drafting/Design 3	235
B	B011	Drafting/Design 4	225
B	B012	Intern Drafting/Design	195
C	C001	Business Services Manager 1	360
C	C002	Business Services Manager 2	335
C	C003	Senior Business Services Manager 1	265
C	C004	Senior Business Services Manager 2	250
C	C005	Business Services 1	225
C	C006	Business Services 2	210
C	C007	Business Services 3	170
D	D001	Project Support Manager 1	440
D	D002	Project Support Manager 2	405
D	D003	Senior Project Support 1	375
D	D004	Senior Project Support 2	325
D	D005	Project Support 1	310

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D	D006	Project Support 2	290
D	D007	Project Support 3	275
D	D008	Project Support 4	250
D	D009	Project Support 5	220
D	D010	Project Support 6	170
S	S001	Senior Construction Manager	410
S	S002	Construction Manager	355
S	S003	Lead Site Engineer/Supervisor	315
S	S004	Senior Site Engineer	285
S	S005	Site Engineer	275
S	S006	Lead Inspector	270
S	S007	Senior Inspector	235
S	S008	Inspector / Specialist 1	210
S	S009	Inspector / Specialist 2	190
S	S010	Clerk / Specialist 3	180
S	S011	Senior Site Manager 1	170
S	S012	Senior Site Manager 2	165
S	S013	Senior Site Manager 3	160
S	S014	Senior Site Manager 4	155
S	S015	Operator/Labourer 1	145
S	S016	Operator/Labourer 2	135
S	S017	Operator/Labourer 3	115
V	V001	Executive Consultant 1	570
V	V002	Exectutive Consultant 2	535
V	V003	Senior Consultant 1	450
V	V004	Senior Consultant 2	405
V	V005	Consultant 1	340
V	V006	Consultant 2	280
V	V007	Consultant 3	240

Rate Category:

Professional
Consultant
Technical
Project Support
Site Based
Adminstration

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Hourly Charges for Personnel	
Professional Staff	
Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist	$ 250
Senior Engineer/Geologist/Environmental Scientist	$ 235
Senior Project Engineer/Geologist/Environmental Scientist	$ 220
Project Engineer/Geologist/Environmental Scientist	$ 210
Senior Staff Engineer/Geologist/Environmental Scientist	$ 200
Staff Engineer/Geologist/Environmental Scientist	$ 180
GIS Analyst	$ 160
Technical Illustrator/CAD Operator	$ 140
Field Staff	
Certified Asbestos/Lead Technician	$ 220
Field Operations Manager	$ 150
Nondestructive Examination Technician (UT, MT, LP)	$ 145
Supervisory Technician	$ 140
Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing)	$ 135
Senior Technician	$ 135
Technician	$ 130
Administrative Staff	
Information Specialist	$ 120
Geotechnical/Environmental/Laboratory Assistant	$ 120
Data Processor	$ 95

Other Charges	
Concrete Coring Equipment (includes technician)	$ 190/hr
Anchor Load Test Equipment (includes technician)	$ 190/hr
GPR Equipment	$ 180/hr
Inclinometer	$ 100/hr
Hand Auger Equipment	$ 80/hr
Rebar Locator (Pachometer)	$ 25/hr
Vapor Emission Kit	$ 65/kit
Nuclear Density Gauge	$ 15/hr
X-Ray Fluorescence	$ 70/hr
PID/FID	$ 25/hr
Air Sampling Pump	$ 10/hr
Field Vehicle	$ 15/hr
Equipment	$ 15/hr
Expert Witness Testimony	$ 450/hr
Direct Expenses	Cost plus 15 %

Special equipment charges will be provided upon request.

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 or applicant about the cost of services or to address billing disputes.
- Meetings to discuss work performance, contract, or additional services.
- 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.

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EXHIBIT C
INSURANCE REQUIREMENTS

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.

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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

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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 any approved 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.

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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.

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PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is made and entered into as of August 10, 2026 by and between the City of Malibu, a municipal corporation (hereinafter referred to as the "City"), and Eyestone-Jones Environmental, LLC, a California limited liability company (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:

R E C I T A L S

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 with Consultant for professional services relating to on-call services including preparation of environmental review documents and technical studies for applicant-sponsored and City-sponsored projects that meet the mandates of California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), and any other applicable laws, regulations, plans, or procedures as more particularly described in Exhibit A.

C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform the services under this Agreement in a proper and timely manner.

D. The City and the Consultant desire to enter into this Agreement for the Consultant to perform the services described in this Agreement, including those set forth in Exhibit A.

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:

1.0 SCOPE OF THE CONSULTANT'S SERVICES. The Consultant agrees to provide the services and perform the tasks set forth in Exhibit A (the "Scope of Work"), attached hereto 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 August 10, 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 (collectively, the "City Manager"), for the purposes of this Agreement, is the agent for the City; whenever approval or authorization is required, Consultant understands that the City Manager has the authority, but not the requirement, to provide that approval or authorization.

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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). The cost of services shall not exceed $500,000 for the term of the Agreement, except for work performed under an Applicant Deposit, as more particularly described in Section 4.2. No additional compensation shall be paid for any other costs or expenses incurred, unless first approved in writing by the City Manager or designee.

4.1 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.

4.2 Applicant Deposit means a project where an applicant submits a financial deposit to the City as required by the City's fee schedule or other rule or regulation. City shall have the sole authority to determine whether work performed by the Consultant is subject to this Agreement or an Applicant Deposit. In the event the amount of an Applicant Deposit is less than the accumulated cost of the applicant's project, the Consultant will not be required to continue work on the applicant's project after expiration of a 15-day written notice to City regarding the deposit funding issue. The immediately preceding sentence shall not apply in the event that the City notifies the Consultant that it will continue to compensate the Consultant regardless of the deposit funding issue or the applicant provides an additional financial deposit to the City.

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 to or by any City employee or official. This Section 5.1 shall apply to any subcontractor hired by Consultant to perform service under this Agreement.

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 twelve (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.

6.1.1 **Termination Without Cause.** Either the City Manager or the Consultant may terminate this Agreement, without cause, by giving the other Party ten (10) days

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written notice of such termination and the effective date thereof. 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 effective date of 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 **Termination For Cause.** 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 Consultant 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.

6.1.3 In the event of any termination hereunder, 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 immediately returned to the City.

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.

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 C ("Insurance Requirements"), attached hereto and made part of this Agreement.

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

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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.

6.6 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. Any and all disputes arising from this Agreement shall be decided solely and exclusively by state or federal courts located in Los Angeles County.

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

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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 own expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans during or after the Term of this Agreement. Should the Consultant fail to make such corrections in a reasonably timely manner, such corrections shall be made by the City, and the cost thereof shall be charged to the Consultant. If the City corrections occur during the Term, such charged costs shall be deducted from amounts otherwise owed to the Consultant. If the corrections occur after the Term and final payment to the Consultant, the amount charged shall be due and payable within 45 days after written notice of the City's invoice.

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

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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 and Costs. 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, amendments, or modifications to this Agreement must be approved in advance and in writing, and executed by authorized representatives of 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:	Joseph D. Irvin City Manager City of Malibu 23825 Stuart Ranch Road Malibu, CA 90265-4861 TEL (310) 456-2489 x 226 FAX (310) 456-2760	**CONSULTANT:**	Eyestone-Jones Environmental, LLC, a California limited liability company Stephanie Eyestone-Jones President 101 Continental Blvd., Suite 240 El Segundo, CA 90245 TEL (424) 207-5333 S.Eyestone@EyestoneEIR.com

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.

6. 21 Standard of Care. Consultant shall perform all services under this Agreement in accordance with the standard of care ordinarily exercised by members of the same profession practicing under similar circumstances at the same time and in the same or similar locality. Consultant shall perform its services in a timely, competent, and professional manner and in accordance with all applicable laws and regulations.

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6.22 Public Records Act Compliance. Consultant acknowledges that the City is subject to the California Public Records Act (Government Code section 7920.000 et seq.). Consultant agrees to cooperate with the City in responding to any request for records relating to this Agreement or Consultant's performance of services. Consultant shall promptly provide any such records requested by the City and acknowledges that such records may be subject to disclosure unless exempt from disclosure under applicable law.

6.23 Records Retention and Audit. Consultant shall maintain complete and accurate records relating to the performance of services under this Agreement, including all books, documents, papers, and accounting records. Consultant shall retain such records for a period of at least three (3) years following completion or termination of this Agreement, or longer if required by law or by written directive from the City. Upon reasonable notice, the City or its authorized representatives shall have the right to inspect and audit such records during normal business hours.

6.24 Ownership of Work Product. All reports, documents, data, studies, drawings, specifications, maps, photographs, and other materials prepared or assembled by Consultant in connection with the performance of services under this Agreement ("Work Product") shall become the property of the City upon creation and shall be delivered to the City upon request or upon completion or termination of this Agreement. Consultant may retain copies for its files, if and when appropriate, but shall not use or disclose the Work Product for any purpose unrelated to this Agreement without the prior written consent of the City.

6.25 Confidentiality and Public Communications. Consultant shall maintain the confidentiality of any non-public information obtained in the course of performing services under this Agreement and shall not disclose such information to any third party without the prior written consent of the City unless required by law. Consultant shall take reasonable measures to protect such information from unauthorized use or disclosure.

Consultant shall not make any public statement, press release, social media post, or other public communication regarding the services performed under this Agreement, the City, or this Agreement without the prior approval of the City. Consultant shall conduct itself in a professional manner and shall not engage in conduct that would reasonably be expected to reflect adversely on the City in connection with the performance of services under this Agreement.

6.26 Subcontractors. Consultant shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City, except to the extent subcontracting is expressly authorized in this Agreement. Consultant shall remain fully responsible for the performance of all services under this Agreement and for the acts and omissions of any subcontractors and their employees or agents.

6.27 Survival. The provisions of this Agreement that by their nature are intended to survive termination or expiration of this Agreement, including but not limited to provisions relating to indemnification, confidentiality, records retention, ownership of work product, and audit rights, shall survive the termination or expiration of this Agreement.

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6.28 Artificial Intelligence Use. For purposes of this Agreement, "Artificial Intelligence" or "AI" means a machine-based system, including generative AI, that generates text, images, code, analyses, or other content based on user inputs. Consultant may use AI solely as a supplemental tool in performing the services under this Agreement and shall not rely upon AI as the primary means of performing such services. Consultant is required to disclose its use of AI in performing services under this Agreement within 30 days of the complete execution of this Agreement. Consultant shall ensure that qualified personnel independently review, verify, edit, and approve all AI-generated content before relying upon or submitting such content to the City. If the City reasonably determines that Consultant's use of AI has resulted in work that fails to meet the standard of care applicable under this Agreement, the City may require Consultant to correct the affected services at no additional cost to the City.

7.0 ADDITIONAL TERMS AND CONDITIONS. (City and Consultant initials required at EITHER 7.1 or 7.2, but not both)

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 _____ DS

[Signatures on the Following Page]

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This Agreement is executed on _____.

EYESTONE-JONES ENVIRONMENTAL, LLC, a California limited liability company:

DocuSigned by:
By: _____
AD323C0A30944BB...
Name: STEPHANIE EYESTONE-JONES
Title: President

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

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EXHIBIT A
SCOPE OF WORK

Task 1: Environmental Review Document Support

Prepare environmental review documents and associated public notices for projects as required under CEQA, including Initial Studies (IS), Negative Declarations (ND), Mitigated Negative Declarations (MND), Environmental Impact Reports (EIR), and Addenda. Peer review technical studies prepared by others, prepare standalone environmental studies at the direction of the City, and review environmental statements and/or analysis prepared by others. In the event of a project requiring NEPA review, prepare Environmental Assessments (EA) and Environmental Impact Statements (EIS) jointly with federal agency partners, when applicable, in accordance with NEPA.

Task 2: Technical Analysis

Thoroughly evaluate a wide range of environmental issues at technical levels of detail commensurate with the requirements of CEQA/NEPA in the following areas:

a) Aesthetics; and preparation or peer review of Visual Resources Technical Reports.
b) Agriculture and Forestry Resources.
c) Air Quality; and preparation or peer review of Air Quality Technical Reports and Air Health Risk Assessments (construction, haul route, and operations).
d) Biological Resources; and preparation or peer review of Biological Resources Technical Reports (terrestrial and aquatic).
e) Cultural Resources Tribal Cultural Resources; and preparation or peer review of Cultural Resources Technical Reports, and assistance with AB52 and tribal consultation.
f) Energy; and preparation or peer review of Energy Use Technical Reports.
g) Geology and Soils; and preparation or peer review of Geology and Soils Technical Reports.
h) Greenhouse Gas Emissions; and preparation or peer review of Greenhouse Gas Technical Reports.
i) Hazards and Hazardous Materials; and preparation or peer review of Phase I Environmental Site Assessments.
j) Hydrology and Water Quality; and preparation or peer review of Preliminary Drainage Studies and Stormwater Management Plans.
k) Land Use and Planning; and assistance in evaluating consistency with applicable LCP, MMC, and General Plan policies.
l) Mineral Resources.
m) Noise; and preparation or peer review of Noise and Vibration Technical Reports.
n) Population and Housing.
o) Public Services; and assistance with will-serve coordination with LACFD, County Sheriff, WD29, City Public Works, and various utilities.
p) Recreation; and assistance in evaluating construction and operational impacts on public parks and public parking, including consistency with applicable LCP, MMC, and General Plan policies.
q) Sea Level Rise; and preparation or peer review of Sea Level Rise Technical Reports.
r) Transportation; and preparation or peer review of Vehicle Miles Traveled Analyses (utilizing the SCAG Regional Transportation Demand Model) and Transportation Impact

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Studies.

s) Utilities and Service Systems; and preparation or peer review of Utility Infrastructure Studies (wastewater and water) and Water Supply Assessments.
t) Wildfire; and preparation or peer review of Wildfire Reports and Wildfire Evacuation Analyses.

Task 3: Project Coordination, Meetings, and Quality Control

Provide project coordination, meeting support, and quality control for work assignments as follows.

a) Assign a dedicated Project Manager who has extensive experience managing the preparation of an environmental document and environmental analysis.
b) Attend regular project management meetings and calls with City staff and/or City consultants (may be in-person and/or virtual).
c) Attend working review sessions associated with the environmental document preparation (may be in-person and/or virtual).
d) Attend stakeholder meetings (may be in-person and/or virtual).
e) Provide public hearing agenda report support and PowerPoint preparation assistance to City staff and/or City consultants.
f) Attend public hearings.
g) Effectively manage work assignments, schedules, and budget.
h) Provide the City with a monthly status report documenting the work performed during the prior month and the work expected to be completed in the next month.
i) Provide comprehensive and diligent Quality Assurance (QA) and Quality Control (QC) of all documents prepared, including technical studies and appendices; and ensure an adequate level of information, explanation, and conclusions in all documents as required by CEQA and NEPA.
j) Ensure that the QA/QC process addresses all issues with document formatting, consistency of terms, grammar, abbreviations, and typographical issues.
k) Implement measures to ensure version control is maintained by all reviewing parties and to ensure that tracked changes/comments are managed and addressed adequately.
l) Diligently work to ensure that all environmental sections of a document are efficient, organized, and formatted for ease of review by the general public, and void of unnecessary repetitive information.
m) Ensure the conclusions in all environmental sections are based on supportive analysis and/or justifications, include clear and concise statements of thresholds and methodologies, and adequately describe a project's impact on each threshold.
n) For MNDs and EIRs, ensure that all mitigation measures proposed are legally sufficient and defensible, as required by CEQA, including: 1) an explanation why the mitigation measure is needed; 2) who would be responsible to perform the mitigation measure; 3) timing for when the mitigation measure should be completed; and 4) monitoring provisions and/or who would be responsible for completing the monitoring.
o) For EIRs, facilitate the public scoping meeting in coordination with City staff and/or City consultants, including preparation and delivery of a PowerPoint presentation, obtaining comments, and keeping of meeting notes.

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Task 4: Mitigation Measures Development, Monitoring, and Tracking

Assist in the development, monitoring, and tracking of mitigation measures and/or special conditions for development projects.

Task 5: Tracking and Analysis of CEQA/NEPA Legislation, Regulation, Case Law, and Guidance Updates

Perform review and analysis of existing, proposed, or potential federal, state, and local-related laws, regulations, and guidance and their applicability to the City and development projects in the City. Tasks may include preparation of comments, summaries, and/or detailed descriptions of findings and recommendations; and attendance/participation at public meetings, hearings and workshops in support or on behalf of City staff.

Task 6: Environmental Review Support for Grant Applications

Prepare environmental review documents and/or technical studies to support City-prepared applications for state and federal grants and/or projects for which the City has been awarded grant funding, in accordance with the funding agency's procedures and guidance, including, but not limited to FEMA, Caltrans, Ocean Protection Council, California Coastal Commission, South Coast Air Quality Management District, and the California Energy Commission.

Task 7: Training Sessions, Workshops, and Presentations

Prepare and/or provide training sessions, workshops, or presentations to City staff and City consultants related to CEQA/NEPA policies, assessments, and methodologies.

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EXHIBIT B
COMPENSATION FOR SERVICES

The Consultant will be paid for professional services rendered and costs incurred pursuant to this Agreement in accordance with this Exhibit B. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or his or her designee.

Prior to commencing work for the City of Malibu by the Consultant, written authorization must be granted by the Community Development Director or his or her designee.

Compensation for a 2-Year Term: $500,000
Applicant-Funded Services: Consultant shall be paid from separate applicant deposits established for the applicable project in accordance with this Agreement and is independent of the above compensation amount.

Hourly Rates

President	$255.00
Managing Principal	$200.00
Director of Air Quality	$200.00
Principal Planner/Principal Engineer	$180.00
Senior Planner	$155.00
Planner	$135.00
Associate Planner	$125.00
Assistant Planner	$115.00
Intern/Research Assistant	$70.00
Graphics/GIS Specialist	$100.00
Accounting Associate	$95.00
Publications Specialist	$100.00

Subconsultant Rates

Francis Krahe & Associates

Personnel	Hourly Rate
Principal	$450.00
Sr. Associate	$300.00
Associate	$250.00
Sr. Designer	$200.00
Sr. Project Manager	$200.00
Project Manager	$175.00
Project Designer	$175.00
Designer	$150.00
Draftsperson	$125.00
Clerical	$125.00

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ECORP Consulting

Principal V	$450
Principal IV	$370
Principal III	$315
Principal II	$270
Principal I	$250
Professional XI	$270
Professional X	$245
Professional IX	$225
Professional VIII	$210
Professional VII	$195
Professional VI	$185
Professional V	$175
Professional IV	$160
Professional III	$145
Professional II	$135
Professional I	$125
Technician IV	$120
Technician III	$115
Technician II	$105
Technician I	$95
Project Admin III	$135
Project Admin II	$115
Project Admin I	$105

SWCA

LABOR RATES			
LABOR CATEGORY	HOURLY RATE	LABOR CATEGORY	HOURLY RATE
Cultural Resources, Paleontological Resources, GIS/CADD Resources, Technical Writing/Editing, Training/Facilitating, Graphics/Media Production, Administrative			
Specialist I	$79.00	Specialist IX	$174.00
Specialist II	$94.00	Specialist X	$195.00
Specialist III	$107.00	Specialist XI	$213.00
Specialist IV	$117.00	Specialist XII	$233.00
Specialist V	$127.00	Subject Matter Expert I	$237.00
Specialist VI	$141.00	Subject Matter Expert II	$249.00
Specialist VII	$151.00	Subject Matter Expert III	$276.00
Specialist VIII	$163.00	Subject Matter Expert IV	$302.00

Acoustical Engineering Services

Consultant	Hourly Rate
Principal Consultant	$280
Senior Consultant	$260
Consultant	$195

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Historic Resources Group

Managing Principal/Principal Architect	$250
Senior Staff *Architectural Historian/Preservation Planner/Architect/ Historic Preservation Specialist*	$175
Staff *Architectural Historian/Preservation Planner/Architect/ GIS Specialist*	$125
Associate Staff *Architectural Historian/Preservation Planner/ Architect*	$100
Research/Intern	$75

Geosyntec Consultants

Staff Professional	$185
Senior Staff Professional	$210
Professional	$239
Project Professional	$268
Senior Professional	$300
Principal	$325
Senior Principal	$345
Technician I	$100
Technician II	$110
Senior Technician I	$120
Senior Technician II	$132
Site Manager I	$142
Site Manager II	$162
Construction Manager I	$174
Construction Manager II	$189
Senior Designer	$225
Designer	$190
Senior Drafter/Senior CADD Operator	$175
Drafter/CADD Operator/Artist	$158
Project Administrator	$104
Clerical	$ 84

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GHD

GHD Level	BST10 Code	GHD Name	FY 2027 Std Rate (US & CAN)
A	A001	Senior Technical Director 1	470
A	A002	Senior Technical Director 2	440
A	A003	Senior Technical Director 3	410
A	A004	Technical Director 1	395
A	A005	Technical Director 2	375
A	A006	Senior Professional 1	350
A	A007	Senior Professional 2	325
A	A008	Professional 1	315
A	A009	Professional 2	275
A	A010	Professional 3	255
A	A011	Vacationer / Intern	240
B	B001	Lead Design Technician 1	420
B	B002	Lead Design Technician 2	390
B	B003	Lead Design Technician 3	355
B	B004	Senior Design Technician 1	350
B	B005	Senior Design Technician 2	340
B	B006	Design Technician 1	315
B	B007	Design Technician 2	295
B	B008	Drafting/Design 1	285
B	B009	Drafting/Design 2	250
B	B010	Drafting/Design 3	235
B	B011	Drafting/Design 4	225
B	B012	Intern Drafting/Design	195
C	C001	Business Services Manager 1	360
C	C002	Business Services Manager 2	335
C	C003	Senior Business Services Manager 1	265
C	C004	Senior Business Services Manager 2	250
C	C005	Business Services 1	225
C	C006	Business Services 2	210
C	C007	Business Services 3	170
D	D001	Project Support Manager 1	440
D	D002	Project Support Manager 2	405
D	D003	Senior Project Support 1	375
D	D004	Senior Project Support 2	325
D	D005	Project Support 1	310

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Gibson Transportation Consulting

Principal	$325
Senior Associate	$195-$225
Associate	$155-$175
Principal/Administrative Manager	$175
Technician	$135

KPFF Consulting Engineers

PRINCIPAL-IN-CHARGE	$310.00
SENIOR CIVIL ENGINEER	$250.00
PROJECT MANAGER	$230.00
PROJECT ENGINEER/PROJECT SURVEYOR	$195.00
DESIGN ENGINEER/SURVEY ANALYST	$180.00
CHIEF CAD OPERATOR	$205.00
DRAFTER/CAD OPERATOR	$180.00
PROJECT COORDINATOR	$180.00
ADMINISTRATIVE SUPPORT	$125.00

FIELD SURVEY

(Prevailing wage rates available upon request)

ONE-PERSON SURVEY CREW	$210.00
TWO-PERSON SURVEY CREW	$290.00
THREE-PERSON SURVEY CREW	$335.00

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Engineering Services

Project Director	$350.00/hr
Principal Engineer III	$330.00/hr
Principal Engineer II	$310.00/hr
Principal Engineer I	$300.00/hr
Program Manager	$285.00/hr
Senior Project Manager	$285.00/hr
Project Manager	$275.00/hr
Senior Engineer III	$270.00/hr
Senior Engineer II	$260.00/hr
Senior Engineer I	$250.00/hr
Project Engineer IV/Technician IV	$240.00/hr
Project Engineer III/Technician III	$230.00/hr
Project Engineer II/Technician II	$215.00/hr
Project Engineer I/Technician I	$200.00/hr
3D Production Manager	$225.00/hr
Senior Designer II	$220.00/hr
Senior Designer I	$210.00/hr
Designer	$195.00/hr
Assistant Designer	$190.00/hr
CADD Operator III	$210.00/hr
CADD Operator II	$205.00/hr
CADD Operator I	$165.00/hr
CADD Drafter	$185.00/hr
CADD Technician	$135.00/hr
Project Coordinator II	$165.00/hr
Project Coordinator I	$135.00/hr
Engineering Assistant	$130.00/hr

Environmental Services

Senior Project Director	$375.00/hr
Project Director	$350.00/hr
Senior Specialist V	$290.00/hr
Senior Specialist IV	$275.00/hr
Senior Specialist III	$260.00/hr
Senior Specialist II	$245.00/hr
Senior Specialist I	$230.00/hr
Specialist V	$220.00/hr
Specialist IV	$205.00/hr
Specialist III	$195.00/hr
Specialist II	$185.00/hr
Specialist I	$175.00/hr
Analyst V	$165.00/hr
Analyst IV	$155.00/hr
Analyst III	$145.00/hr
Analyst II	$135.00/hr
Analyst I	$115.00/hr
Technician IV	$105.00/hr
Technician III	$95.00/hr
Technician II	$85.00/hr
Technician I	$75.00/hr
Project Coordinator II	$165.00/hr
Project Coordinator I	$135.00/hr

Mapping and Surveying Services

UAS Pilot	$180.00/hr
Survey Lead	$310.00/hr
Survey Manager	$270.00/hr
Survey Crew Chief	$205.00/hr
Survey Rod Person	$155.00/hr
Survey Mapping Technician	$145.00/hr

Construction Management Services

Principal Manager	$225.00/hr
Senior Construction Manager	$195.00/hr
Senior Project Manager	$190.00/hr
Construction Manager	$190.00/hr
Project Manager/Construction Management	$180.00/hr
Resident Engineer	$175.00/hr
Construction Engineer	$180.00/hr
On-site Owner's Representative	$165.00/hr
Prevailing Wage Inspector	$165.00/hr
Construction Inspector	$155.00/hr
Administrator/Labor Compliance	$130.00/hr

Hydrogeology/HazWaste Services

Project Director	$350.00/hr
Principal Hydrogeologist/Engineer III	$330.00/hr
Principal Hydrogeologist/Engineer II	$320.00/hr
Principal Hydrogeologist/Engineer I	$310.00/hr
Senior Hydrogeologist V/Engineer V	$285.00/hr
Senior Hydrogeologist IV/Engineer IV	$275.00/hr
Senior Hydrogeologist III/Engineer III	$265.00/hr
Senior Hydrogeologist II/Engineer II	$255.00/hr
Senior Hydrogeologist I/Engineer I	$245.00/hr
Project Hydrogeologist V/Engineer V	$235.00/hr
Project Hydrogeologist IV/Engineer IV	$225.00/hr
Project Hydrogeologist III/Engineer III	$215.00/hr
Project Hydrogeologist II/Engineer II	$205.00/hr
Project Hydrogeologist I/Engineer I	$195.00/hr
Hydrogeologist/Engineering Assistant	$150.00/hr
HazMat Field Technician	$140.00/hr

District Management & Operations

District General Manager	$225.00/hr
District Engineer	$230.00/hr
Operations Manager	$170.00/hr
District Secretary/Accountant	$155.00/hr
Collections System Manager	$155.00/hr
Grade V Operator	$145.00/hr
Grade IV Operator	$130.00/hr
Grade III Operator	$120.00/hr
Grade II Operator	$100.00/hr
Grade I Operator	$95.00/hr
Operator in Training	$85.00/hr
Collection Maintenance Worker	$90.00/hr

Project Delivery Services

Technology Specialist II	$245.00/hr
Technology Specialist I	$190.00/hr
GIS Analyst V	$220.00/hr
GIS Analyst IV	$200.00/hr
GIS Analyst III	$185.00/hr
GIS Analyst II	$145.00/hr
GIS Analyst I	$130.00/hr
Creative Services IV	$190.00/hr
Creative Services III	$165.00/hr
Creative Services II	$150.00/hr
Creative Services I	$135.00/hr
Technical Editor IV	$190.00/hr
Technical Editor III	$165.00/hr
Technical Editor II	$155.00/hr
Technical Editor I	$135.00/hr
Publications Specialist IV	$140.00/hr
Publications Specialist III	$130.00/hr
Publications Specialist II	$120.00/hr
Publications Specialist I	$110.00/hr
Clerical Administration	$100.00/hr

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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 or applicant about the cost of services or to address billing disputes.
- Meetings to discuss work performance, contract, or additional services.
- 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.

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EXHIBIT C
INSURANCE REQUIREMENTS

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.

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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

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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 any approved 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.

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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.

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PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is made and entered into as of August 10, 2026 by and between the City of Malibu, a municipal corporation (hereinafter referred to as the "City"), and SWCA Environmental Consultants, Inc., an Arizona 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:

R E C I T A L S

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 with Consultant for professional services relating to on-call services including preparation of environmental review documents and technical studies for applicant-sponsored and City-sponsored projects that meet the mandates of California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), and any other applicable laws, regulations, plans, or procedures as more particularly described in Exhibit A.

C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform the services under this Agreement in a proper and timely manner.

D. The City and the Consultant desire to enter into this Agreement for the Consultant to perform the services described in this Agreement, including those set forth in Exhibit A.

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:

1.0 SCOPE OF THE CONSULTANT'S SERVICES. The Consultant agrees to provide the services and perform the tasks set forth in Exhibit A (the "Scope of Work"), attached hereto 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 August 10, 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 (collectively, the "City Manager"), for the purposes of this Agreement, is the agent for the City; whenever approval or authorization is required, Consultant understands that the City Manager has the authority, but not the requirement, to provide that approval or authorization.

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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). The cost of services shall not exceed $500,000 for the term of the Agreement, except for work performed under an Applicant Deposit, as more particularly described in Section 4.2. No additional compensation shall be paid for any other costs or expenses incurred, unless first approved in writing by the City Manager or designee.

4.1 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.

4.2 Applicant Deposit means a project where an applicant submits a financial deposit to the City as required by the City's fee schedule or other rule or regulation. City shall have the sole authority to determine whether work performed by the Consultant is subject to this Agreement or an Applicant Deposit. In the event the amount of an Applicant Deposit is less than the accumulated cost of the applicant's project, the Consultant will not be required to continue work on the applicant's project after expiration of a 15-day written notice to City regarding the deposit funding issue. The immediately preceding sentence shall not apply in the event that the City notifies the Consultant that it will continue to compensate the Consultant regardless of the deposit funding issue or the applicant provides an additional financial deposit to the City.

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 to or by any City employee or official. This Section 5.1 shall apply to any subcontractor hired by Consultant to perform service under this Agreement.

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 twelve (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.

6.1.1 **Termination Without Cause.** Either the City Manager or the Consultant may terminate this Agreement, without cause, by giving the other Party ten (10) days

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written notice of such termination and the effective date thereof. 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 effective date of 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 **Termination For Cause.** 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 Consultant 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.

6.1.3 In the event of any termination hereunder, 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 immediately returned to the City.

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.

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 C ("Insurance Requirements"), attached hereto and made part of this Agreement.

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

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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.

6.6 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. Any and all disputes arising from this Agreement shall be decided solely and exclusively by state or federal courts located in Los Angeles County.

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

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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 own expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans during or after the Term of this Agreement. Should the Consultant fail to make such corrections in a reasonably timely manner, such corrections shall be made by the City, and the cost thereof shall be charged to the Consultant. If the City corrections occur during the Term, such charged costs shall be deducted from amounts otherwise owed to the Consultant. If the corrections occur after the Term and final payment to the Consultant, the amount charged shall be due and payable within 45 days after written notice of the City's invoice.

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.

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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 and Costs. 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, amendments, or modifications to this Agreement must be approved in advance and in writing, and executed by authorized representatives of 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:	Joseph D. Irvin City Manager City of Malibu 23825 Stuart Ranch Road Malibu, CA 90265-4861 TEL (310) 456-2489 x 226 FAX (310) 456-2760	**CONSULTANT:**	SWCA Environmental Consultants, Inc., an Arizona corporation Heather Gibson Vice President, Southern California & Pacific Islands 320 N. Halstead Street, Suite 120 Pasadena, CA 91107 TEL (619) 780-5075 Hgibson@swca.com

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.

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6. 21 Standard of Care. Consultant shall perform all services under this Agreement in accordance with the standard of care ordinarily exercised by members of the same profession practicing under similar circumstances at the same time and in the same or similar locality. Consultant shall perform its services in a timely, competent, and professional manner and in accordance with all applicable laws and regulations.

6.22 Public Records Act Compliance. Consultant acknowledges that the City is subject to the California Public Records Act (Government Code section 7920.000 et seq.). Consultant agrees to cooperate with the City in responding to any request for records relating to this Agreement or Consultant's performance of services. Consultant shall promptly provide any such records requested by the City and acknowledges that such records may be subject to disclosure unless exempt from disclosure under applicable law.

6.23 Records Retention and Audit. Consultant shall maintain complete and accurate records relating to the performance of services under this Agreement, including all books, documents, papers, and accounting records. Consultant shall retain such records for a period of at least three (3) years following completion or termination of this Agreement, or longer if required by law or by written directive from the City. Upon reasonable notice, the City or its authorized representatives shall have the right to inspect and audit such records during normal business hours.

6.24 Ownership of Work Product. All reports, documents, data, studies, drawings, specifications, maps, photographs, and other materials prepared or assembled by Consultant in connection with the performance of services under this Agreement ("Work Product") shall become the property of the City upon creation and shall be delivered to the City upon request or upon completion or termination of this Agreement. Consultant may retain copies for its files, if and when appropriate, but shall not use or disclose the Work Product for any purpose unrelated to this Agreement without the prior written consent of the City.

6.25 Confidentiality and Public Communications. Consultant shall maintain the confidentiality of any non-public information obtained in the course of performing services under this Agreement and shall not disclose such information to any third party without the prior written consent of the City unless required by law. Consultant shall take reasonable measures to protect such information from unauthorized use or disclosure.

Consultant shall not make any public statement, press release, social media post, or other public communication regarding the services performed under this Agreement, the City, or this Agreement without the prior approval of the City. Consultant shall conduct itself in a professional manner and shall not engage in conduct that would reasonably be expected to reflect adversely on the City in connection with the performance of services under this Agreement.

6.26 Subcontractors. Consultant shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City, except to the extent subcontracting is expressly authorized in this Agreement. Consultant shall remain fully responsible for the performance of all services under this Agreement and for the acts and omissions of any subcontractors and their employees or agents.

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6.27 Survival. The provisions of this Agreement that by their nature are intended to survive termination or expiration of this Agreement, including but not limited to provisions relating to indemnification, confidentiality, records retention, ownership of work product, and audit rights, shall survive the termination or expiration of this Agreement.

6.28 Artificial Intelligence Use. For purposes of this Agreement, "Artificial Intelligence" or "AI" means a machine-based system, including generative AI, that generates text, images, code, analyses, or other content based on user inputs. Consultant may use AI solely as a supplemental tool in performing the services under this Agreement and shall not rely upon AI as the primary means of performing such services. Consultant is required to disclose its use of AI in performing services under this Agreement within 30 days of the complete execution of this Agreement. Consultant shall ensure that qualified personnel independently review, verify, edit, and approve all AI-generated content before relying upon or submitting such content to the City. If the City reasonably determines that Consultant's use of AI has resulted in work that fails to meet the standard of care applicable under this Agreement, the City may require Consultant to correct the affected services at no additional cost to the City.

7.0 ADDITIONAL TERMS AND CONDITIONS. (City and Consultant initials required at EITHER 7.1 or 7.2, but not both)

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 Initial HG

[Signatures on the Following Page]

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This Agreement is executed on _____.

SWCA ENVIRONMENTAL CONSULTANTS, INC., an Arizona corporation:

By: Signed by: Heather Gibson 28A6FEEA766342E... _____
Name: HEATHER GIBSON
Title: Vice President, Southern California & Pacific Islands

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

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EXHIBIT A
SCOPE OF WORK

Task 1: Environmental Review Document Support

Prepare environmental review documents and associated public notices for projects as required under CEQA, including Initial Studies (IS), Negative Declarations (ND), Mitigated Negative Declarations (MND), Environmental Impact Reports (EIR), and Addenda. Peer review technical studies prepared by others, prepare standalone environmental studies at the direction of the City, and review environmental statements and/or analysis prepared by others. In the event of a project requiring NEPA review, prepare Environmental Assessments (EA) and Environmental Impact Statements (EIS) jointly with federal agency partners, when applicable, in accordance with NEPA.

Task 2: Technical Analysis

Thoroughly evaluate a wide range of environmental issues at technical levels of detail commensurate with the requirements of CEQA/NEPA in the following areas:

a) Aesthetics; and preparation or peer review of Visual Resources Technical Reports.
b) Agriculture and Forestry Resources.
c) Air Quality; and preparation or peer review of Air Quality Technical Reports and Air Health Risk Assessments (construction, haul route, and operations).
d) Biological Resources; and preparation or peer review of Biological Resources Technical Reports (terrestrial and aquatic).
e) Cultural Resources Tribal Cultural Resources; and preparation or peer review of Cultural Resources Technical Reports, and assistance with AB52 and tribal consultation.
f) Energy; and preparation or peer review of Energy Use Technical Reports.
g) Geology and Soils; and preparation or peer review of Geology and Soils Technical Reports.
h) Greenhouse Gas Emissions; and preparation or peer review of Greenhouse Gas Technical Reports.
i) Hazards and Hazardous Materials; and preparation or peer review of Phase I Environmental Site Assessments.
j) Hydrology and Water Quality; and preparation or peer review of Preliminary Drainage Studies and Stormwater Management Plans.
k) Land Use and Planning; and assistance in evaluating consistency with applicable LCP, MMC, and General Plan policies.
l) Mineral Resources.
m) Noise; and preparation or peer review of Noise and Vibration Technical Reports.
n) Population and Housing.
o) Public Services; and assistance with will-serve coordination with LACFD, County Sheriff, WD29, City Public Works, and various utilities.
p) Recreation; and assistance in evaluating construction and operational impacts on public parks and public parking, including consistency with applicable LCP, MMC, and General Plan policies.
q) Sea Level Rise; and preparation or peer review of Sea Level Rise Technical Reports.
r) Transportation; and preparation or peer review of Vehicle Miles Traveled Analyses (utilizing the SCAG Regional Transportation Demand Model) and Transportation Impact

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Studies.

s) Utilities and Service Systems; and preparation or peer review of Utility Infrastructure Studies (wastewater and water) and Water Supply Assessments.
t) Wildfire; and preparation or peer review of Wildfire Reports and Wildfire Evacuation Analyses.

Task 3: Project Coordination, Meetings, and Quality Control

Provide project coordination, meeting support, and quality control for work assignments as follows.

a) Assign a dedicated Project Manager who has extensive experience managing the preparation of an environmental document and environmental analysis.
b) Attend regular project management meetings and calls with City staff and/or City consultants (may be in-person and/or virtual).
c) Attend working review sessions associated with the environmental document preparation (may be in-person and/or virtual).
d) Attend stakeholder meetings (may be in-person and/or virtual).
e) Provide public hearing agenda report support and PowerPoint preparation assistance to City staff and/or City consultants.
f) Attend public hearings.
g) Effectively manage work assignments, schedules, and budget.
h) Provide the City with a monthly status report documenting the work performed during the prior month and the work expected to be completed in the next month.
i) Provide comprehensive and diligent Quality Assurance (QA) and Quality Control (QC) of all documents prepared, including technical studies and appendices; and ensure an adequate level of information, explanation, and conclusions in all documents as required by CEQA and NEPA.
j) Ensure that the QA/QC process addresses all issues with document formatting, consistency of terms, grammar, abbreviations, and typographical issues.
k) Implement measures to ensure version control is maintained by all reviewing parties and to ensure that tracked changes/comments are managed and addressed adequately.
l) Diligently work to ensure that all environmental sections of a document are efficient, organized, and formatted for ease of review by the general public, and void of unnecessary repetitive information.
m) Ensure the conclusions in all environmental sections are based on supportive analysis and/or justifications, include clear and concise statements of thresholds and methodologies, and adequately describe a project's impact on each threshold.
n) For MNDs and EIRs, ensure that all mitigation measures proposed are legally sufficient and defensible, as required by CEQA, including: 1) an explanation why the mitigation measure is needed; 2) who would be responsible to perform the mitigation measure; 3) timing for when the mitigation measure should be completed; and 4) monitoring provisions and/or who would be responsible for completing the monitoring.
o) For EIRs, facilitate the public scoping meeting in coordination with City staff and/or City consultants, including preparation and delivery of a PowerPoint presentation, obtaining comments, and keeping of meeting notes.

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Task 4: Mitigation Measures Development, Monitoring, and Tracking

Assist in the development, monitoring, and tracking of mitigation measures and/or special conditions for development projects.

Task 5: Tracking and Analysis of CEQA/NEPA Legislation, Regulation, Case Law, and Guidance Updates

Perform review and analysis of existing, proposed, or potential federal, state, and local-related laws, regulations, and guidance and their applicability to the City and development projects in the City. Tasks may include preparation of comments, summaries, and/or detailed descriptions of findings and recommendations; and attendance/participation at public meetings, hearings and workshops in support or on behalf of City staff.

Task 6: Environmental Review Support for Grant Applications

Prepare environmental review documents and/or technical studies to support City-prepared applications for state and federal grants and/or projects for which the City has been awarded grant funding, in accordance with the funding agency's procedures and guidance, including, but not limited to FEMA, Caltrans, Ocean Protection Council, California Coastal Commission, South Coast Air Quality Management District, and the California Energy Commission.

Task 7: Training Sessions, Workshops, and Presentations

Prepare and/or provide training sessions, workshops, or presentations to City staff and City consultants related to CEQA/NEPA policies, assessments, and methodologies.

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EXHIBIT B
COMPENSATION FOR SERVICES

The Consultant will be paid for professional services rendered and costs incurred pursuant to this Agreement in accordance with this Exhibit B. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or his or her designee.

Prior to commencing work for the City of Malibu by the Consultant, written authorization must be granted by the Community Development Director or his or her designee.

Compensation for a 2-Year Term: $500,000
Applicant-Funded Services: Consultant shall be paid from separate applicant deposits established for the applicable project in accordance with this Agreement and is independent of the above compensation amount.

SWCA Hourly Rates

LABOR RATES			
TEAM MEMBER	**TITLE**	**LABOR CATEGORY**	**HOURLY RATE**
Jessica Cleavenger	Principal-in-Charge / Contract Manager	Subject Matter Expert I	$249
Bobbette Biddulph	Senior Environmental Planner	Subject Matter Expert I	$249
Brandi Cummings	Project Manager	Specialist XII	$233
Johanna Falzarano	Principal Environmental Planner	Subject Matter Expert I	$237
Cassidy Bewley	Senior Environmental Planner	Specialist XI	$213
Adrianna Gjonaj	Lead Environmental Planner	Specialist X	$195
Stuart Muerth	Project Environmental Planner	Specialist IX	$174
Alexandra Doyle	Staff Environmental Planner	Specialist V	$127
Lauren Cross	Staff Environmental Planner	Specialist VIII	$163
Chad Endicott	NEPA Environmental Planner	Specialist XI	$213
Tiffany Clark	Principal Investigator	Subject Matter Expert I	$237
Erica Nicolay	Lead Archaeologist	Specialist X	$195
Morgan Bird	Staff Archaeologist	Specialist VII	$151
Susan Zamudio-Gurrola	Lead Architectural Historian	Specialist X	$195
Heather Clifford	Principal Paleontologist	Specialist XII	$233
Robert Carr	Visual Resources Specialist/Senior Project Landscape Architect	Subject Matter Expert II	$249
Erin Wielenga	Air Quality/GHG Specialist	Specialist XI	$213
Carlos Ituarte-Villarreal	Noise/Vibration Specialist	Subject Matter Expert I	$237
Joseph Zhang	Senior Project Engineer	Specialist XI	$213
Nolan Perryman	Water Resources Scientist	Specialist VII	$151
Sophie Swanson	Senior Hydrologist	Subject Matter Expert I	$237
Robert MacAller	Senior Natural Resources Director	Subject Matter Expert IV	$302
Shirley Innecken	Senior Wildlife Biologist	Subject Matter Expert I	$237
Luis Aguilar	Principal Wetland Scientist and Arborist	Subject Matter Expert I	$237
Ryan Myers	Biologist	Specialist XI	$213

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LABOR RATES			
Victoria Amato	Principal Environmental Planner – Wildfire	Specialist XII	$233
Carly Gibson	Fire Planning Specialist	Specialist XI	$213
Montiel Ayala	Fire Planning Specialist	Specialist VIII	$163
Hannah Walchak	Grant Support Specialist	Specialist IX	$174

Labor Rate Categories, Hourly Rates, and Direct Costs

LABOR CATEGORY	HOURLY RATE	LABOR CATEGORY	HOURLY RATE
Cultural Resources, Environmental Resources, Paleontology, Planning, Air Quality, Landscape Architecture, Ecological Restoration, Disaster Recovery, GIS/CADD Resources, Technical Writing/Editing, Administrative			
Subject Matter Expert II	$249	Specialist VII	$151
Subject Matter Expert I	$237	Specialist VI	$141
Specialist XII	$233	Specialist V	$127
Specialist XI	$213	Specialist IV	$117
Specialist X	$195	Specialist III	$107
Specialist IX	$174	Specialist II	$94
Specialist VIII	$163	Specialist I	$79

Subconsultant Hourly Rates

LABOR CATEGORY	HOURLY RATE	LABOR CATEGORY	HOURLY RATE
AMBIENT Air Quality & Noise Consulting			
Principal Air Quality & Noise Specialist	$190	Air Quality & Noise Analyst	$75
Air Quality & Noise Specialist	$100		
Geosyntec Consultants			
Senior Principal	$345	Senior Technician II	$132
Principal	$325	Senior Technician I	$120
Senior Professional	$300	Technician II	$110
Project Professional	$268	Technician I	$100
Professional	$239	Senior Designer	$225
Senior Staff Professional	$210	Designer	$190
Staff Professional	$185	Senior Drafter/Senior CADD Operator	$175
Construction Manager II	$189	Drafter/CADD Operator/Artist	$158
Construction Manager I	$162	Project Administrator	$104
Site Manager II	$162	Clerical	$84
Site Manager I	$142		
Kittelson & Associates			
Senior Principal Engineer/Planner	$348	Data Scientist/Developer	$243
Principal Engineer/Planner	$313	Data Analyst/Software Developer	$188
Associate Engineer/Planner	$265	Software Technician	$133
Senior Engineer/Planner	$238	Associate Technician	$213
Engineer/Planner	$203	Senior Technician	$193

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LABOR CATEGORY	HOURLY RATE	LABOR CATEGORY	HOURLY RATE
Transportation Analyst	$183	Technician II	$168
Principal Data Scientist/ Developer	$283	Technician I	$143
Senior Data Scientist/Developer	$263	Office Support	$123

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 or applicant about the cost of services or to address billing disputes.
- Meetings to discuss work performance, contract, or additional services.
- 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.

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EXHIBIT C
INSURANCE REQUIREMENTS

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.

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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

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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 any approved 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.

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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.