Council Agenda Report

City Council Meeting
08-24-26
Item 1.B.5.

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: August 17, 2026 Meeting date: August 24, 2026

Subject: Amendment to Agreement for Digital Submittal Administration Services for Non-Fire Rebuild Projects

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RECOMMENDED ACTION: Authorize the Mayor to execute Amendment No. 1 to Agreement with Premium Planning Solutions, Inc. for digital submittal administration services for non-fire rebuild projects.

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) and Account No. 101-2004-5100 (Building Safety Professional Services). The amendment increases the agreement's compensation by $540,000 for the two-year extension, bringing the total not-to-exceed amount to $850,000.

STRATEGIC PLAN IMPLEMENTATION: This item supports the City's 2025 Strategic Plan Goal 5: Modernize City Operations with new Digital Ecosystem; Objective 5.1 Streamline city processes, permitting, payments, and project; Projects: Online Permitting.

DISCUSSION: The Community Development Department utilizes contract submittal administration services to support the intake, routing, and coordination of development applications submitted through the City's Development Portal. These services provide primary administrative support for planning applications and have expanded to support the City's new Rapid Accessory Dwelling Unit (ADU) application process and streamlined building safety applications. The Submittal Administrator serves as a central point of coordination between applicants, City staff, and reviewing agencies, allowing technical staff to focus on application review and permit processing. This role is provided by a consultant through Premium Planning Solutions.

The City's agreement with Premium Planning Solutions expires in September 2026. In order to maintain services before the expiration, staff recommends amending the agreement to increase the compensation, expand the scope of services to reflect the consultant's current responsibilities, update the fee schedule, and extend the contract term. Services related to Palisades Fire recovery are provided under a separate agreement executed in 2025 and are not included in this contract.

On May 24, 2024, the City issued a Request for Proposals (RFP) for contract planning services to address staffing vacancies and improve the development review process. In addition to senior-level planning professionals, the RFP specifically sought consultant support to manage digital application submittals. Fifteen proposals were received, and the City subsequently entered into agreements with multiple consulting firms to provide these services.

On September 23, 2024, the City entered into a two-year agreement with Premium Planning Solutions to provide submittal administration services. The original scope of work focused primarily on planning applications and included determining submittal requirements and fees and routing applications to City departments and outside agencies.

Since implementation of the agreement, the Submittal Administrator has become an integral part of the Department's digital application intake process. To date, the consultant has managed the intake of more than 6,400 new and revised applications and approximately 18,000 documents through the Development Portal. The role has also expanded beyond planning intake to support the City's Rapid ADU application process and streamlined building safety plan check and permit applications. The consultant also assists staff in identifying opportunities to further streamline application intake and permitting procedures.

As the Department has expanded its use of the Development Portal and implemented new streamlined application processes, the Submittal Administrator's responsibilities have similarly expanded. The proposed amendment formalizes these current and anticipated responsibilities, including serving as a primary liaison between applicants and City staff; coordinating planning and building safety application reviews; managing planning application intake; tracking building safety corrections and approvals; and initiating Bluebeam review sessions for plan reviewers.

Centralizing these administrative and coordination functions provides applicants with a more consistent point of contact, improves coordination between planning and building safety, and allows planners, plan checkers, and other technical staff to focus their time on substantive review and permit processing.

Given the Department's continued focus on wildfire recovery and implementation of several new permitting initiatives, staff recommends extending the existing agreement rather than initiating a competitive RFP at this time. Maintaining the current Submittal

Administrator will avoid disruption to Development Portal operations and provide continuity as the Department implements the Rapid ADU and streamlined building safety application processes.

During the extension period, staff will evaluate the long-term service model for submittal administration, including refining the scope of services, identifying functions that may appropriately transition in-house as staffing capacity increases, and establishing performance metrics. Based on the Department's updated operational needs and service expectations, staff will then issue an RFP and evaluate new proposals for services.

Therefore, staff recommends that the City Council authorize the Mayor to execute the attached amendment to the agreement with Premium Planning Solutions, Inc.

ATTACHMENTS: Amendment No. 1 to Agreement with Premium Planning Solutions, Inc.

Docusign Envelope ID: 51F52F11-0502-85EE-8394-2A59334AC45F

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT (the "Amendment" is made and entered in the City of Malibu on August 24, 2026, by and between the City of Malibu, a municipal corporation, hereinafter referred to as City, and Premium Planning Solutions, 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. On September 23, 2024, the City entered into a Professional Services Agreement with Consultant for consulting services for certain projects relating to contract planning services including submission administration services (the "Agreement").

B. The Parties desire to amend the Agreement to expand the Scope of Work, increase Consultant's compensation by $540,000, and extend the Term of the Agreement by two years, and Consultant has submitted a proposal for this purpose that is acceptable to the City.

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

1. Section 1.0 of the Agreement (Scope of Work) is hereby replaced as set forth in Exhibit A attached hereto.

2. Section 2.0 of the Agreement (Term of Agreement) is hereby extended for two years to September 23, 2028.

3. Section 4.0 of the Agreement (Compensation for Services), is hereby amended as set forth in Exhibit B attached hereto to increase the compensation in the amount of $540,000 for a total not to exceed $850,000. The compensation set forth in Exhibit B is in addition to the compensation set forth in the original Agreement.

4. Incorporation of Exhibits. All exhibits attached to this Amendment are hereby incorporated into the Agreement by this reference. To the extent there is any conflict between an exhibit attached to this Amendment and the exhibits attached to the original Agreement, the exhibits attached to this Amendment shall control.

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

6. The Parties agree that this Amendment will be considered signed when the signature of a Party is delivered physically or by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

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

8. The effective date of this Amendment is August 24, 2026.

This Amendment is executed on _____,.

CITY OF MALIBU, a municipal corporation:

_____
BRUCE SILVERSTEIN, Mayor

ATTEST:

_____
KELSEY PETTIJOHN, City Clerk
(seal)

APPROVED AS TO FORM:

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

_____
TREVOR RUSIN, Interim City Attorney

PREMIUM PLANNING SOLUTIONS INC.,
a California corporation

By: Signed by: Marina Sek 8B873DF027EB4B9... _____
Name: Marina Sek
Title: Principal Agent

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Exhibit A
Scope of Work

PART A – SUBMITTAL ADMINISTRATOR

The Consultant shall oversee the planning and building safety permit application submittal intake process, including determining application submittal requirements and fees, reviewing completeness, fee collection, and routing applications for review to City Departments and agencies.

- Ensures that all submittal documents are available in the City's designated archiving locations including but not limited to the Land Development, OnBase, and project electronic folders.
- Communicates application process to members of the public.
- Creates handouts regarding the development process, if needed .
- Maintains the Pre-Submittal Database module including tracking status of submittals and sending reminders as needed.
- Maintain Fee Matrix.
- Process intakes within one business day.
- Keep abreast of new Department policies and practices.
- Demonstrate a level of expertise with the Community Development Department Planning Division's Counter Manual, Building Safety intake procedures, other regulatory documents.
- Provide suggestions for improvements to the development process, handouts, the City's Development Database, and the online Malibu Development Portal.
- Start new Bluebeam Studio projects and initiates sessions and invite attendees to collaborate on project documents.
- Provide one-point-of contact services for issuance of Department reviews.
- Provide cashiering services, if applicable.

PART B – CURRENT PLANNING SERVICES

The Consultant shall perform professional municipal planning case management services at the Permit Technician level for applicant-initiated applications as assigned by the Community Development Department to include the following services: conformance reviews, discretionary case processing, project management, staff report preparation, As part of this work, the selected consultant shall:

- Demonstrate expertise similar to a Planning Technician in municipal planning case management.
- Evaluate project scope and determine appropriate entitlement / application for processing based on the Planning Division Counter manual, the City's General Plan, Municipal Code, Local Coastal Program, and State laws;
- Process over-the-counter applications and other minor applications

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- Confer with and provide information to property owners, contractors, developers, engineers, architects, and the public regarding conformance to standards, plans, specifications and codes; explain codes, requirements and procedures, and evaluates alternatives.
- Coordinate with outside agencies and City departments involved as part of the development review process.
- Review applications and projects for compliance with CEQA.
- Demonstrate an area of expertise at the Planning Technician level with regulatory documents similar to those used by the City of Malibu Community Development Planning Division:

  City of Malibu Local Coastal Program
  City of Malibu Municipal Code Title 16 (Subdivision) and Title 17 (Zoning)
  City of Malibu General Plan
  City Maps including LCP maps, Zoning Maps, Land Use Maps, Cultural Resources Maps, Overlay Districts, etc.
  Coastal Act
  CEQA Guidelines
  Subdivision Map Act
  Permit Streamlining Act

- Prepare documentation, in a form prescribed by the City, normally associated with case processing.
  - Incomplete/Complete Letters processed within 30 calendar days of project submittal (target goal)
  - Ensure that Planning fees are paid and included in incomplete letters
  - Update Planning long range agenda and keep abreast of pertinent deadlines.
  - The Development Database shall be maintained. All project milestones shall be entered as they are performed. The Note section shall reflect current status of the project and all communications with applicants, owners, appellants, and interested parties.
  - Attend Department staff meetings only upon the request by the Community Development Director or his/her designee
  - Attend trainings as requested by the Community Development Director or his/her designee
  - Stay abreast of new City and/or departmental policies and procedures as provided in emails, meetings, etc.
  - Provide other services as requested by the Community Development Director
  - Review Conditions of Approval prior to final planning approval
  - Stamp plans at appropriate review stages and conform plans accurately to reflect project approval
- Perform project management duties including the maintenance of the Development Database and tracking of deadlines, application submittal requirements, and workload.

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PART C – OTHER

- Perform project management duties including the maintenance of the Development Database and tracking of deadlines, application submittal requirements, and workload.
- Response Turnaround Times: Respond within one (1) business day to questions from City staff and members of the public Record Keeping: Maintain proper record keeping. Files shall be organized, up to date, and ready for public review at all times including digital records. All records shall be date-stamped and properly identified. City records, including planning files, shall not be removed from City Hall without authorization. In addition, the Development Database shall be maintained with all project milestones and reflect current status.
- Meetings: Meetings with applicants and members of the public shall be held in City Hall, virtually, or on the project site (e.g., onsite visits). In an effort to create a perception of unbiased level of customer service, socializing with applicants is strongly discouraged.
- Demonstrate knowledge of computer applications including Microsoft Office Word, SharePoint, Excel, PowerPoint, Access, Teams, and GIS.

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Exhibit B
Compensation for Services

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

1. FEE

Consultant will perform the services on an hourly basis, in accordance with the rate schedule below. The Not to Exceed Fee represents all cost associated with the delivery of each task including travel time with the exception of travel expenses as described below. Consultant shall submit itemized invoices identifying the specific tasks performed, corresponding hours, and associated costs for each billing period.

Compensation for a 2-Year Extension: $540,000
Annual estimated budget: $270,000
Not-to-exceed monthly: $22,500

Schedule 1 – Hourly Rate

Marina Sek, Principal Agent	$125

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

After execution of the agreement, the City will submit a Notice to Proceed to the Consultant which will include an agreed upon Not to Exceed Per Month amount. This amount shall not be exceeded without the express permission of the Community Development Director or his/her designee.

2. TRAVEL EXPENSE BUDGET

Reimbursement for all expenses reasonably incurred by the Consultant in connection with services provided such as lodging and transportation cost which exceed attendance of meeting in excess of 50 miles from Consultant's address. An estimate of travel expenses shall be pre-approved by the Community Development Director or his/her designee. Mileage shall be reimbursed at the IRS prevailing rate. City will not reimburse for meals. Expenses will appear on invoices without any markup, with proof of payment, and due and payable within thirty (30) days after receipt by the City.

3. 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:

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- 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.