Council Agenda Report

City Council Meeting
09-14-26
Item 1.B.7.

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 26, 2026 Meeting date: September 14, 2026

Subject: Amendments to Professional Services Agreement for Contract Planning and Management Services for Non-Palisades Fire Rebuild Projects

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RECOMMENDED ACTION: 1) Authorize the Mayor to execute Amendment No. 1 to the professional services agreement with Casswell Consulting, Inc. for contract planning services; 2) Authorize the Mayor to execute Amendment No. 1 to the professional services agreement with California Coastal Works LLC for contract planning services; and 3) Authorize the Mayor to execute a professional services agreement with California Coastal Works LLC for management 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) and is for Services through Fall 2029.

Table 1 summarizes the existing agreement amounts, expenditures to date, additional authorization proposed for the two-year extension period, and applicable funding sources.

Table 1 – Agreement & Amendment Compensation

Consultant / Service	Existing Agreement Amount	Invoiced to Date	2-Year Amendment	Total Agreement	FY 26-27 Funding Source
California Coastal Works	$275,000	$37,121	$0	$275,000	Applicant-funded Deposits
Casswell Consulting	$470,000	$329,320	$470,000	$940,000	Planning Professional Services
TOTAL	**$745,000**	**$366,441**	**$470,000**	**$1,215,000**	

Although $237,879 remains under the California Coastal Works contract planning agreement, staff does not anticipate using this contract authority during the extension

period. Contract planning work is expected to be funded through applicant deposits. The remaining authority would be used only if needed to maintain service levels in the event the Department loses contract planning resources from another consulting firm.

Table 2 – Management Services Agreement

Consultant / Service	Per Year	Total Agreement	FY 26-27 Funding Source
California Coastal Works	$312,000	$624,000	Planning Professional Services
TOTAL	**$312,000**	**$624,000**	

The new California Coastal Works management services agreement reflects the Department's FY 2026-2027 staffing plan, under which the Planning Manager and Principal Planner positions were placed on hold. The combined annual personnel cost of the two positions is approximately $412,000. The California Coastal Works agreement has an annual not-to-exceed amount of $312,000, approximately $100,000 less per year.

The compensation amounts are not-to-exceed amounts and are not guaranteed payments to the consultants. Consultants are paid only for services performed. The amounts shown above therefore represent maximum contract authority over the two-year period, not guaranteed expenditures.

The agreements addressed in this report support regular Community Development Department operations. Palisades Fire recovery services are provided under separate agreements and funded through separate Palisades Fire recovery accounts.

STRATEGIC PLAN IMPLEMENTATION: This item supports the City's 2025-2028 Strategic Plan

Goal 1: Support Community Rebuilding and Long-Term Recovery
Objective 1.2: Modernize development policies and procedures citywide to support resilient community development.
Project: Development Policy & Procedure Updates

DISCUSSION: The Community Development Department utilizes contract planning services to augment City staffing, process current planning development applications, and support long-range planning and inter-agency projects. Contract planners have enabled the Department to maintain service levels, address fluctuating workloads, and advance priority projects while permanent staffing needs and operational demands continue to evolve.

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.

The RFP sought experienced planning professionals to support regular operations and Woolsey Fire recovery, as well as consultant support to manage digital application submittals.[1] Following evaluation of the proposals, interviews, and negotiations, the City entered into two-year professional services agreements with multiple firms.

The current contract planning agreements expire in Fall 2026. At this time, staff recommends extending the agreements with California Coastal Works LLC and Casswell Consulting, Inc. Amendments to additional contract planning agreements are anticipated to be presented to the City Council for consideration at future meetings.

Consistent with the reduction in the FY 2026-2027 professional services budget, the Department has reduced its overall contract planning resources. Staff continues to monitor established performance metrics, including application processing times and workload, to evaluate the impact of these reductions and ensure service levels are maintained.

The consultants recommended for extension range in experience from former planning directors to senior planners. They currently assist with approximately 45 planning applications pending review, as well as capital improvement projects, long-range planning assignments, and special projects.

Contract planners have also provided continuity during staff recruitment and onboarding, allowing newly hired planners time to become familiar with the City's regulations, procedures, and active caseloads before assuming full workloads. Maintaining contract planning support also provides the Department with flexibility to address changing workloads while allowing full-time staff to maintain established performance standards.

California Coastal Works

California Coastal Works LLC will provide services under two separate agreements supporting regular Planning Division operations. The first is the existing agreement for contract planning services, which staff recommends extending for an additional two-year term with no additional compensation. During the extension period, regular contract planning services are anticipated to be limited to complex applicant-funded work performed through deposits. Although funding remains in existing contract authority, staff does not anticipate using these funds and would utilize the remaining funds only as needed to maintain service levels in the event the Department loses contract planning resources from another consulting firm.

The second is a new agreement for management services, specifically working on long-range planning projects and overseeing contract planners. California Coastal Works currently provides these services under a separate agreement supporting the City's Palisades Fire recovery efforts. The consultant provides oversight and coordination of

[1] The City Council approved an amendment to the agreement for digital application submittal services on August 24, 2026; therefore, those services are not included in this report.

contract planners, reviews staff reports and other planning work products, provides guidance on conformance reviews and complex planning matters, and assists with numerous long-range planning projects. These services are particularly important during FY 2026-2027, as the Planning Manager and Principal Planner positions have been placed on hold due to the City's budget reductions. Accordingly, staff recommends transitioning these services from the Palisades Fire recovery agreement to a new professional services agreement funded through Planning Professional Services.

Casswell Consulting, Inc.
Casswell Consulting, Inc. provides contract planning services for regular Planning Division operations. The proposed amendment extends the agreement for two years and adds $470,000 in compensation. The consultant is currently assigned to more than 70 planning applications in various stages of the permitting process, including approximately 35 applications under active review. The majority of these applications involve Coastal Development Permits.

Given the Department's current workload and continued focus on wildfire recovery, staff recommends extending the existing agreements rather than conducting a new procurement at this time. During the two-year extension, staff will continue to monitor workloads and processing times and evaluate the appropriate use of contract planners as staffing levels change. Staff will conduct a new competitive procurement for contract planning services before the extended agreements expire.

CONCLUSION: Staff recommends that the City Council authorize the Mayor to execute amendments to the agreements with California Coastal Works, LLC and Casswell Consulting, Inc. for two additional years; and enter into a new agreement with California Coastal Works LLC for management services.

ATTACHMENTS:

1. Amendment to Agreement with California Coastal Works LLC
2. Amendment to Agreement with Casswell Consulting, Inc.
3. Professional Services Agreement with California Coastal Works LLC

Docusign Envelope ID: 00EC09D3-5E86-8C99-8375-5E9281A68764

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 September 14, 2026, by and between the City of Malibu, a municipal corporation, hereinafter referred to as City, and California Coastal Works, 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:

RECITALS

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 long range planning (the "Agreement").

B. The Parties desire to amend the Agreement to 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 2.0 of the Agreement (Term of Agreement) is hereby extended for two years to September 23, 2028.

2. 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.

3. 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.

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

5. The effective date of this Amendment is September 14, 2026.

[Signatures on the Following Page]

Docusign Envelope ID: 00EC09D3-5E86-8C99-8375-5E9281A68764

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

CALIFORNIA COASTAL WORKS, LLC, a California limited liability company

By: Signed by: CB6898D4710F44E... _____
Name: Joseph D. Smith
Title: Principal

Docusign Envelope ID: AF63F765-25BB-8521-82A5-AA5B69CB4F07

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 September 14, 2026, by and between the City of Malibu, a municipal corporation, hereinafter referred to as City, and Casswell Consulting, 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:

RECITALS

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 (the "Agreement").

B. The Parties desire to amend the Agreement to increase Consultant's compensation by $470,000 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 2.0 of the Agreement (Term of Agreement) is hereby extended for two years to September 23, 2028.

2. 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 $470,000 for a total not to exceed $940,000, except for work performed under an Applicant Deposit. For services not performed under an Applicant Deposit, compensation shall not exceed $19,583 per month. The compensation set forth in Exhibit B is in addition to the compensation set forth in the original Agreement.

3. 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.

4. 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.

5. 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.

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

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7. The effective date of this Amendment is September 14, 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

CASSWELL CONSULTING INC., a California corporation

By: Signed by: Richard A Casswell A0694A767A55429...
Name: Rick Casswell
Title: Principal

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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: $470,000
Annual estimated budget: $235,000, except for work performed under an Applicant Deposit
Not-to-exceed monthly: $19,583

Schedule 1 – Hourly Rate

Rick Casswell, Principal	$185 (consultant rate)
	$120 (consultant rate for travel to/from City of Malibu for services related to Scope of Work)

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.

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:

- Discussion with staff or applicant about the cost of services or to address billing disputes.
- Meetings to discuss work performance, contract, or additional services.
- Travel time to and from the City of Malibu (not related to Scope of Work).
- 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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PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is made and entered into as of September 14, 2026 by and between the City of Malibu, a municipal corporation (hereinafter referred to as the "City"), and California Coastal Works, 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 project management services including oversight and coordination of planning activities and contract planning services.

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 September 27, 2026, and will remain in effect for a period of two years from said date unless otherwise expressly extended and agreed to by both Parties or terminated by either Party as provided herein.

3.0 CITY AGENT. The City Manager, or 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.

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 fee and cost schedule set forth in Exhibit B (the "Compensation For Services"), attached hereto

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and made part of this Agreement. The cost of services is estimated at $312,000 annually, for a total amount not to exceed $624,000 for the term of the Agreement. No additional compensation shall be paid for any other costs or expenses incurred, unless first approved by the City Manager in writing.

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.

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 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

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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 and hold harmless City and any and all of its officials, employees, and/or agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs, and expenses, including reasonable attorneys' fees and costs, to the extent they arise out of, pertain to or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees or subconsultants in the performance of services under this Agreement.

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

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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.

6.7.2 Consultant shall have no authority to bind the City in any manner, whether by contract or otherwise, unless such authority is conferred in writing by the City Manager or their designee. Consultant shall no authority to make any final decisions on behalf of the City. All such final decisions shall be reviewed and approved by the City Manager or their designee.

6.7.3. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of the City. Consultant shall represent that Consultant and Consultant's officers, employees, or agents are contract planners for the City. Consultant's title for purpose of correspondence with the City and the public shall be Contract Principal Planner and shall report to and defer final decisions to the Community Development Director or their designee. Consultant will be provided a City email address (jsmith@malibucity.org) and reference the City's physical address (23825 Stuart Ranch Road, Malibu CA 90265) for purposes of correspondence with the public. Neither Consultant, nor any of Consultant's officers, employees, or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

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:**	California Coastal Works, LLC, a California limited liability company Joseph D. Smith, AICP Principal 1330 Camino Del Mar Del Mar, CA 90214 TEL (619) 943-1337 jsmith@californiacw.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

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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.

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.

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 JS __

[Signatures on the Following Page]

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This Agreement is executed on _____.

CALIFORNIA COASTAL WORKS, LLC, a California limited liability company:

By: Signed by: Joseph Smith CB6898D4710F44E... _____
Name: Joseph D. Smith
Title: Principal

CITY OF MALIBU, a municipal corporation:

_____
BRUCE SILVERSTEIN, Mayor

ATTEST:

_____
KELSEY PETTIJOHN, City Clerk
(seal)

APPROVED AS TO FORM:

_____
TREVOR RUSIN, Interim City Attorney

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EXHIBIT A
SCOPE OF WORK

PART A – MANAGEMENT SERVICES

The Consultant will provide management level planning services such as the following:

1. Plans, directs, coordinates, and reviews the work plan for the Community Development Department, Planning Division; meets with staff to identify and resolve problems; assigns work activities, projects, and programs; monitors workflow; reviews and evaluates work products, methods, and procedures.
2. Oversees application and permit review on planned residential, commercial, and institutional projects, use permits, variances, and zoning changes.
3. Serves as a liaison for the Community Development Department, Planning Division with other City departments, departments, and outside agencies; provides staff support to commissions, committees, and task forces, as necessary; negotiates and resolves significant and controversial issues.
4. Provides highly complex staff assistance to the Community Development Director or his/her designee; develops and reviews staff reports related to planning activities and services; may present reports to the Planning Commission, City Council and other commissions and committees.
5. As necessary, participates on a variety of boards, commissions, committees, and task forces, and attends and participates in professional groups and committees; stays abreast of new trends and innovations in the field of planning.
6. Receives, investigates, and responds to problems and complaints from citizens in a professional manner; identifies and reports findings and takes necessary corrective action.
7. As necessary, conducts site inspections; makes determinations if projects are in compliance with laws, regulations, and ordinances; makes recommendations regarding changes.
8. Reviews various documents including City Council reports, resolutions, ordinances, Planning Commission reports and resolutions for current planning applications and long range planning and code amendments.
9. Review CEQA documents as needed but does not prepare CEQA documents.
10. Provide training for staff, as needed.

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PART B – OTHER

1. Demonstrate an area of expertise with regulatory documents similar to those used by the City of Malibu Community Development Department, Planning Division:
    i. City of Malibu Local Coastal Program
    ii. City of Malibu Municipal Code Title 16 (Subdivision) and Title 17 (Zoning)
    iii. City of Malibu General Plan
    iv. City Maps including LCP maps, Zoning Maps, Land Use Maps, Cultural Resources Maps, Overlay Districts, etc.
    v. Coastal Act
    vi. CEQA Guidelines
    vii. Subdivision Map Act
    viii. Permit Streamlining Act
    ix. City Council Policies
    x. City of Malibu Planning Director Interpretations Manual
2. Perform project management duties including the maintenance of the development database and tracking of deadlines, application submittal requirements, and workload.
3. 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.
4. Meetings: Meetings with applicants and members of the public may be held in City Hall, on the project site (e.g., onsite visits), or virtually. In an effort to create a perception of unbiased level of customer service, socializing with applicants is strongly discouraged.
5. Demonstrate knowledge of computer applications including Microsoft Office Word, 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

Minimum monthly retainer rate of $23,500 per month. The minimum monthly retainer represents up to 20 hours per week of services to be provided. Travel time to/from the Consultant's business address to/from the City or to/from any other location on behalf of the City will be billed at 50% (e.g., one hour of travel is equal to 30 minutes of time). Consultant shall be compensated on an hourly basis at a rate of $295 per hour for additional services or travel time provided beyond 20 hours per week. If Consultant anticipates that the services or billable travel time for any month will exceed the amount covered by the monthly retainer, Consultant shall notify the City and obtain the City's approval before incurring any additional fees.

Not to exceed compensation for 2-Year term: $624,000
Annual estimated budget: $312,000

Schedule 1 – Hourly Rate

Classification	Amount
Principal-In-Charge (Joseph D. Smith)	$295/hr (consultant rate) $175/hr (consultant rate for travel to/from City for services related to Scope of Work)

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.

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 unless a pre-approved per diem is authorized in writing by the City. 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:

- Discussion with staff or applicant about the cost of services or to address billing disputes.

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- 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.