Council Agenda Report

City Council Meeting
09-28-26
Item 1.B.10

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: September 14, 2026 Meeting date: September 28, 2026

Subject: Amendments to Professional Services Agreement for Contract Planning 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; and 2) Authorize the Mayor to execute Amendment No. 1 to the professional services agreement with California Coastal Works LLC for contract planning 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.

Casswell Consulting - Through the first two years of the Agreement, the City has expended 79% or $373,000 of the authorized contract amount of $470,000. The amendment establishes an annual not-to-exceed amount of $222,000. The extension requires an increase of compensation in the amount of $346,553, bringing the total budget compensation amount to $816,553.

California Coastal Works – Through the first two years of the Agreement, the City expended 14% or $37,121 of the authorized contract amount of $275,000. 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. As such, the amendment request does not require an increase in compensation.

The compensation amounts are not-to-exceed amounts and are not guaranteed payments to the consultants. Consultants are paid only for services performed.

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, capital improvement projects, 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. 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 consultant firms considered under this report provide for a total of two contract planners, who are currently assigned to more than 85 planning applications in various stages of the permitting process, including approximately 40 applications under active review. In addition to planning applications, the consultants are assigned long-range planning projects.

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 Casswell Consulting, Inc. and California Coastal Works, LLC for two additional years.

ATTACHMENTS:

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

Docusign Envelope ID: 8007BDB8-5018-8FD1-8347-EBBA5A8B9124

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 28, 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 23, 2026.

[Signatures on the Following Page]

Docusign Envelope ID: 8007BDB8-5018-8FD1-8347-EBBA5A8B9124

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: 482EF1AD-2F25-8767-83E6-90A8FC27B181

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 $346,553 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 $346,553 for a total not to exceed $816,553, except for work performed under an Applicant Deposit. 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.

Docusign Envelope ID: 482EF1AD-2F25-8767-83E6-90A8FC27B181

7. The effective date of this Amendment is September 23, 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: Rick Casswell A0094A767A55429...
Name: Rick Casswell
Title: Principal

Docusign Envelope ID: 482EF1AD-2F25-8767-83E6-90A8FC27B181

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: $346,553
Annual estimated budget: $222,000, except for work performed under an Applicant Deposit

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.