Council Agenda Report

City Council Meeting
10-12-26
Item 1.B.4.

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 23, 2026 Meeting date: October 12, 2026

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

---

RECOMMENDED ACTION: 1) Authorize the Mayor to execute Amendment No. 1 to the professional services agreement with 4Leaf, Inc. for contract planning services; 2) Authorize the Mayor to execute Amendment No. 1 to the professional services agreement with Civic Solutions, Inc. for contract planning services; and 3) Authorize the Mayor to execute Amendment No. 1 to the professional services agreement with CSG Consultants, Inc.

FISCAL IMPACT: Funding for these services is included in the Adopted Budget for Fiscal Year 2026-27 in Account Nos. 101-2001-5100 (Planning Professional Services) and 102-3002-5100-02 (Woolsey Fire – Planning) and are for services through Fall 2028.

4Leaf – This firm provides planning services for regular operations and Woolsey Fire rebuild applications. The proposed amendment to the agreement with 4Leaf, Inc. increases the total not-to-exceed amount by $10,000, from $950,000 to $960,000. The amendment also adjusts the allocation of the agreement based on current service needs. Funding for regular operations is reduced from $350,000 to $234,000, while funding for Woolsey Fire-related services is increased from $600,000 to $726,000 annual not-to-exceed amount of $145,000 for the duration of the agreement. For regular operations, it is expected that services will be funded by applicant deposits.

CSG - Through the first two years of the Agreement, the City has expended 53% or $160,000 of the authorized contract amount of $300,000. The amendment establishes an annual not-to-exceed amount of $120,000. The extension requires an increase in compensation in the amount of $100,000, bringing the total budget compensation amount to $400,000.

Civic Solutions – Through the first two years, the agreement will be 100% expended prior to its expiration in December 2026. In order to provide continuity for the next two years, the extension requires an increase in compensation in the amount of $495,000, bringing the total budget compensation amount to $925,000.

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 a separate Palisades Fire recovery account.

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. After evaluating the proposals, conducting interviews, and negotiating, 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 4Leaf, Inc., Civic Solutions, Inc., CSG Consultants, Inc.

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 in this report provide four contract planners, currently assigned to more than 456 planning applications at various stages of the permitting process, including approximately 100 applications under active review. These applications range from Woosley Fire rebuild applications to complex 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 4Leaf, Inc., Civic Solutions, Inc., CSG Consultants, Inc. for two additional years.

ATTACHMENTS:

1. Amendment to Agreement with 4Leaf, Inc.
2. Amendment to Agreement with Civic Solutions, Inc.
3. Amendment to Agreement with CSG Consultants, Inc.

Docusign Envelope ID: 674DFCCE-E424-85B8-8045-C06225DCE7A0

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 October 12, 2026, by and between the City of Malibu, a municipal corporation, hereinafter referred to as City, and 4Leaf, 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 October 28, 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 $10,000 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 October 28, 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 $10,000 for a total not to exceed $960,000, except for work performed under an Applicant Deposit. For services not performed under an Applicant Deposit, compensation shall not exceed $12,000 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.

7. The effective date of this Amendment is October 28, 2026.

Docusign Envelope ID: 674DFCCE-E424-85B8-8045-C06225DCE7A0

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

4LEAF INC., a California corporation

Signed by:
By: _____
813734D554DD4B5...
Name: Kevin Duggan
Title: President

Docusign Envelope ID: 674DFCCE-E424-85B8-8045-C06225DCE7A0

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. AGREEMENT

Scope of Work	Amount
Woolsey Fire Rebuild Services	$726,000
General Planning Services (Non-Rebuild Projects)	$234,000

2. 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.

Not-to-exceed compensation for 2-Year term: $960,000
Woolsey Fire Rebuild: Annual estimated budget: $145,000, Not-to-exceed monthly: $12,000
Regular Operations: Applicant-Deposits

Schedule 1 – Hourly Rate

Planning

Housing Policy Director	$274/hour
Planning Director	$250/hour
Regional/Policy Director	$205/hour
Principal/Planning Manager	$194/hour
Ombudsperson	$194/hour
Senior Planner	$174/hour
Historic Preservation Planner	$174/hour
Environmental Planner	$174/hour
GIS Specialist	$174/hour
Associate Planner	$155/hour
Assistant Planner	$134/hour
Planning Technician	$114/hour

Docusign Envelope ID: 674DFCCE-E424-85B8-8045-C06225DCE7A0

General

Principal-in-Charge	$347/hour
4LEAF Project Manager	$247/hour
Vehicle required for project - 4-wheel drive, or truck (monthly)	$3,000/month
Vehicle required for project - 4-wheel drive, or truck (daily)	$175/day
Vehicle required for project - 2-wheel drive car (monthly)	$2,200/month
Vehicle required for project - 2-wheel drive car (daily)	$135/day
Project site transport, where required (gator)	$1,800/month
Field Representative requiring special enhancement	$274/hour
Project Administration specialized billing	$144/hour
elas/GoFormz	$50/user/month

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.

3. 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.

4. 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.
- Time spent troubleshooting or resolving technical, connectivity, system access, or other remote-working issues, including time spent obtaining assistance from the City's Information Systems Team.

Docusign Envelope ID: 20ABAB63-1900-81CE-81ED-7256E0F5221F

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 October 12, 2026, by and between the City of Malibu, a municipal corporation, hereinafter referred to as City, and Civic 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:

RECITALS

A. On December 9, 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 $495,000 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 December 9, 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 $495,000 for a total not to exceed $925,000, 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.

7. The effective date of this Amendment is September 1, 2026.

Docusign Envelope ID: 20ABAB63-1900-81CE-81ED-7256E0F5221F

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

CIVIC SOLUTIONS INC., a California corporation

By: Signed by: Thomas G. Merrell 0D0B52EAEE37417... _____
Name: Thomas G. Merrell
Title: President

Docusign Envelope ID: 20ABAB63-1900-81CE-81ED-7256E0F5221F

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: $495,000
September 1, 2026 – March 31, 2027 not-to-exceed monthly: $25,000
April 1, 2027 – December 9, 2028 not-to-exceed monthly: $16,000

Schedule 1 – Hourly Rate

Position	Hourly Rates
Principal-In-Charge	$239
Principal Planner	$191
Project Manager	$202
Senior Planner	$174
Associate Planner/Planning Analyst	$159
Assistant Planner	$147
Planning Tech	$137
Report Reproduction	$114

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:

Docusign Envelope ID: 20ABAB63-1900-81CE-81ED-7256E0F5221F

- 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.
- Time spent troubleshooting or resolving technical, connectivity, system access, or other remote-working issues, including time spent obtaining assistance from the City's Information Systems Team.

Docusign Envelope ID: 4576B819-4E65-8081-83DE-316E0E30844B

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 October 12, 2026, by and between the City of Malibu, a municipal corporation, hereinafter referred to as City, and CSG Consultants, 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 October 28, 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 $100,000 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 October 28, 2028.

2. Section 4.0 of the Agreement (Compensation for Services), is hereby amended as set forth in Exhibit A attached hereto to increase the compensation in the amount of $100,000 for a total not to exceed $400,000, except for work performed under an Applicant Deposit. For services not performed under an Applicant Deposit, compensation shall not exceed $10,000 per month. The additional compensation of $100,000, set forth in Exhibit A, 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: 4576B819-4E65-8081-83DE-316E0E30844B

7. The effective date of this Amendment is October 28, 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

CSG CONSULTANTS INC., a California corporation

By: Signed by: Daniel Gonzales F2910A80AD8A4F9... _____
Name: Daniel Gonzales
Title: President

Docusign Envelope ID: 4576B819-4E65-8081-83DE-316E0E30844B

Exhibit A
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.

Additional Compensation for a 2-Year Extension: $100,000; total agreement $400,000
Annual estimated budget: $120,000, except for work performed under an Applicant Deposit
Not-to-exceed monthly: $10,000

Schedule 1 – Hourly Rate

PERSONNEL / ROLE	HOURLY RATE
Planning Technician	$120
Assistant Planner	$150
Associate Planner	$170
Senior Planner	$205
Planning Manager	$235
Principal Planner	$230
Planning Director	$259
Principal-in-Charge	$280
Assistant Environmental Planner	$150
Environmental Planner/Analyst	$165
Associate Environmental Planner	$175
Environmental Project Manager	$220
Technical Specialist	$235
Environmental Planning Director	$270

Docusign Envelope ID: 4576B819-4E65-8081-83DE-316E0E30844B

GIS Technician	$120
GIS Analyst	$125
GIS Manager	$170
Sustainability Programs Analyst	$185
Sustainability Programs Manager	$215
Publications Specialist	$120

All rates listed above shall include overhead costs including, but not limited to, salaries, benefits, insurance, office expenses, courier service, and mileage, except as described below. 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 costs which exceed attendance at a 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.
- Time spent troubleshooting or resolving technical, connectivity, system access, or other remote-working issues, including time spent obtaining assistance from the City's Information Systems Team.