Council Agenda Report

City Council Meeting
10-12-2026
Item 6.A.

To: Mayor Silverstein and the Honorable Members of the City Council

Prepared by: Nathaniel McLean, Associate Engineer

Reviewed by: Tatiana Holden, Assistant Public Works Director/City Engineer

Approved by: Joseph D. Irvin, City Manager

Date prepared: September 8, 2026 Meeting date: October 12, 2026

Subject: Cooperative Agreement with the State of California for the Pedestrian Undercrossing at Malibu Seafood Project

---

RECOMMENDED ACTION: 1) Authorize the Mayor to execute the Cooperative Agreement with the State of California (Caltrans) in the amount of $260,000 to provide quality assurance and oversight services for the development of the Project Initiation Documents (PID) phase of the Pedestrian Undercrossing at Malibu Seafood Project. 2) Authorize the Mayor to execute Amendment No.1 to Metro Measure M Funding Agreement between the City of Malibu and the Los Angeles County Metropolitan Transportation Authority to extend the lapsing date of FY 2023-24 funds to June 30, 2027.

FISCAL IMPACT: No additional appropriation is required at this time. Funding for the cooperative agreement is included in the Adopted Budget for FY 2026-27 in Account No. 310-9114-5100 (PCH Pedestrian Undercrossing at Malibu Seafood). Depending on the approved approach and design for this location, additional funding may be required.

Project Funding	
Metro Measure M	$2,250,000
Project Total Funding	**$2,250,000**
Project Estimate	
Cooperative Agreement	$260,000
Design	$740,000
Construction	$1,250,000
Project Total Estimate	**$2,250,000**

STRATEGIC PLAN IMPLEMENTATION: This item supports the City's 2025 – 2028 Strategic Plan Goal 4: Improve Public Safety.

Goal 4: Improve Public Safety
Objective 4.1 Reduce injury and fatal collisions on Pacific Coast Highway (PCH). **Strategy**: The project will improve pedestrian safety on PCH by isolating pedestrians from vehicular traffic by providing a subterranean pedestrian facility or another safe alternative.

DISCUSSION: The Pedestrian Undercrossing at Malibu Seafood Project is intended to improve pedestrian safety and beach access in an area where people currently cross PCH to access Corral Beach, Malibu Seafood, the Sara Wan trailhead, and other nearby coastal destinations. Because crossing PCH at this location presents significant safety concerns and there are no marked crosswalks nearby, the project is evaluating feasible solutions to provide a safe and accessible connection across or under the highway. At the August 26, 2026, Public Works and Public Safety Joint Commission Meeting it was recommended that the City Council authorize the Mayor to execute a Cooperative Agreement with Caltrans for the PID phase, which is the next required step for Caltrans review and approval of project alternatives, preliminary costs, schedule, and overall project development.

Project Background
This project was identified in the 2015 PCH Safety Study to improve safety for pedestrians crossing PCH. The 2015 PCH Safety Study states that many pedestrians currently cross PCH in this area to access the beach, which presents an extremely dangerous condition. The report identified a safety project consisting of a new pedestrian undercrossing near Malibu Seafood. This project would provide separation from vehicles and ADA-compliant access to the beach area.

In 2019, Caltrans proposed to install a new pedestrian hybrid beacon on PCH near Malibu Seafood. Caltrans held a public meeting on March 26, 2019 at the City of Malibu to discuss the pedestrian hybrid beacon project and obtain input from the community. During the meeting, members of the public, City Commissioners, and elected officials expressed support for evaluating a pedestrian undercrossing at this location as an alternative to the pedestrian hybrid beacon. Former Mayor Wagner also suggested that Caltrans evaluate whether the existing drainage culverts could be used or modified to provide a pedestrian undercrossing and requested that Caltrans return for an additional public meeting to discuss that option. On October 30, 2019, a second public meeting at City Hall with Caltrans was held for the pedestrian hybrid beacon project. As a result of the meeting, staff requested Caltrans revert the current Project Report and Supplemental Project Report back to the initial planning stage, investigate in-depth alternatives as typically documented within a Caltrans Environmental Impact Study or Report (EIS/EIR), and present the proposed alternatives to the City for input.

Caltrans continued to pursue the pedestrian hybrid beacon project. It then came before the Public Works Commission at its meetings on January 26 and March 23, 2022 as well as a Public Works Commission and Public Safety Commission Joint Special Meeting on February 23, 2022. Following those meetings, Caltrans terminated the project to install a pedestrian hybrid beacon on PCH at Corral Canyon and subsequently the City began pursuing the Pedestrian Undercrossing at Malibu Seafood Project as identified in the 2015 PCH Safety Study and previously directed by the Council.

The City worked with the Las Virgenes-Malibu Council of Governments (LVMCOG) and Metro to authorize Malibu's Measure M allocations to finance the project. On February 26, 2024, Council authorized the Mayor to execute the Los Angeles County Measure M Funding Agreement for the PCH Undercrossing at Malibu Seafood Project, which provided $2.25 million in Measure M funds to be used towards the project. Amendment No.1 to Measure M Funding Agreement will extend the project funding that would have lapsed on June 30, 2026 to June 30, 2027. This extension is necessary to accommodate delays associated with project initiation and preparation of the Cooperative Agreement with Caltrans.

During the August 26, 2026, Public Works and Public Safety Joint Commission meeting, Commissioners maintained a preference for a pedestrian undercrossing other than an at-grade crossing with beacon, including an interest in evaluating a pedestrian overpass option. The Commission also raised concerns regarding potential flooding and creek water levels as well as concerns that without additional safety measures, pedestrians would continue to cross the highway illegally rather than use a designated pedestrian crossing. Commissioners asked about the performance of similar pedestrian undercrossings in other cities. These items will be evaluated during the PID phase as part of the assessment of the project alternatives and their feasibility.

Pedestrian Crossing Alternatives

In 2025, the City entered into an agreement with MNS Engineers, Inc., who completed a feasibility study evaluating pedestrian crossing alternatives based on existing site conditions, traffic operations, safety, constructability, and the project's purpose and need. The findings indicate that three primary alternatives could satisfy the project's purpose and need. Staff are not seeking Council direction on a preferred option at this time. All three identified alternatives will be evaluated in the PID phase.

Undercrossing Options

1. Grade-Separated Pedestrian Undercrossing (cost estimate: $22,800,000)
    - This alternative would construct a new and improved road bridge with a pedestrian undercrossing underneath.

2. Standalone Pedestrian Undercrossing (cost estimate: $10,900,000)

- This alternative would construct a new concrete tunnel structure under PCH that avoids replacing the road bridge.

The study found that Alternatives One (1) and Two (2) are feasible under existing conditions. A Grade-separated pedestrian undercrossing includes a new road bridge with pedestrian undercrossing or a standalone pedestrian undercrossing. The grade separated options are the safest options for a pedestrian crossing but would be more complex, more expensive and take longer to realize than the at-grade pedestrian crossing.

At Grade Option

3. Pedestrian Crossing (cost estimate: $2,360,000)
    - This alternative would provide a pedestrian crossing at street level using traffic control devices to stop vehicles, such as a Rectangular Rapid-Flashing Beacon (RRFB), Pedestrian Hybrid Beacon (PHB) also known as a High-Intensity Activated crosswalk (HAWK), or other signalized crossing treatment.

The at-grade pedestrian crossing includes marked crosswalks, curb extensions, RRFBs, and HAWKs. An at-grade crossing utilizing a HAWK, would effectively meet the project's purpose and need by providing a safe, direct, and convenient connection between the beach and inland attractions like the restaurant, RV park and the state park trailhead. A HAWK Beacon System is a complex mast-arm signal that operates like a standard traffic light and requires drivers to come to a complete stop.

Project Initiation Documents (PID) Phase

The PID phase will look at the project's need and purpose, stakeholder input, project alternatives, anticipated right-of-way requirements, preliminary environmental analysis, initial cost estimates, and potential funding sources.

The PID phase is when Caltrans provides continuous involvement in the development of the project. This ensures that the City and designer are clear regarding the design and approval approach with Caltrans during project development. Caltrans oversight includes active participation in project development team meetings, and Caltrans staff to be assigned to the project. For a project of this complexity and size, Caltrans is allowed to be reimbursed by way of a Cooperative Agreement for the time their staff spend working on the project. Caltrans estimates that it will cost about $260,000 for their staff to perform this work. Upon completion of the PID, staff will present to Public Works Commission then return to Council with the recommended alternative, updated cost estimate, funding strategy, and any additional agreements or approvals required to advance the project to the next phase.

Caltrans Cooperative Agreement
Authorization of the Caltrans Cooperative Agreement would allow the City to advance the project through the PID process; it would not constitute selection of a preferred alternative or authorization of final design or construction. This Cooperative Agreement is for the first phase of the project and includes Caltrans quality assurance and oversight services for the development of the PID. Since this project is a locally sponsored project on the state highway system Caltrans is required to review and approve the project's PID.

Next Steps
Upon Council's decision, the Caltrans Quality Management Assessment Process (QMAP) will be initiated through commencement of the Cooperative Agreement for the development of the PID. Caltrans QMAP is the process Caltrans uses to provide review, quality assurance, and oversight for locally sponsored projects that affect the State Highway System. Following the PID phase, staff will return to Council with more information, at which time Council would be asked to select a preferred design approach.

ATTACHMENTS:

1. Cooperative Agreement with Caltrans
2. Amendment No.1 to Measure M Funding Agreement
3. Feasibility Memo for Pedestrian Undercrossing at Malibu Seafood

COOPERATIVE AGREEMENT COVER SHEET

Work Description

THE CONSTRUCTION OF A PEDESTRIAN CROSSING AT CORRAL CREEK ALONG PACIFIC COAST HIGHWAY (SR-1), BETWEEN THE BEACH AND THE SANTA MONICA MOUNTAINS CONSERVANCY TRAILHEAD ADJACENT TO MALIBU SEAFOOD, LOCATED IN LOS ANGELES COUNTY, BETWEEN POSTMILE 49.7 AND 50.4

Contact Information

The information provided below indicates the primary contact information for each PARTY to this AGREEMENT. PARTIES will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this AGREEMENT.

CALTRANS

Khanh Nguyen, Project Manager

100 S. Main Street

Los Angeles, CA 90012

Office Phone: (213) 269-1202

Email: khanh.q.nguyen@dot.ca.gov

CITY OF MALIBU

Tatiana Holden, Assistant Public Works Director

23825 Stuart Ranch Road

Malibu, CA 9065

Office Phone: (310) 456-2489 Ext. 338

Email: tholden@malibucity.org

Table of Contents

COOPERATIVE AGREEMENT COVER SHEET 1
Work Description 1
Contact Information 1
CALTRANS 1
CITY OF MALIBU 1
COOPERATIVE AGREEMENT 4
RECITALS 4
RESPONSIBILITIES 6
Sponsorship 6
Implementing Agency 6
Funding 7
CALTRANS' Quality Management 8
Project Initiation Document (PID) 8
Additional Provisions 10
Standards 10
Noncompliant Work 11
Qualifications 11
Consultant Selection 11
Encroachment Permits 11
Protected Resources 12
Disclosures 12
Hazardous Materials 12
Claims 13
Accounting and Audits 13
Interruption of Work 14
Penalties, Judgments and Settlements 14

GENERAL CONDITIONS 15
Venue 15
Exemptions 15
Indemnification 15
Non-parties 16
Ambiguity and Performance 16
Defaults 16
Dispute Resolution 17
Prevailing Wage 18
REIMBURSEMENT SUMMARY 19
Funding 20
Invoicing and Payment 20
Project Initiation Document (PID) 20
SIGNATURES 21

COOPERATIVE AGREEMENT

This AGREEMENT, executed on and effective from _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

City of Malibu, a body politic and municipal corporation or chartered city of the State of California, referred to hereinafter as CITY.

An individual signatory agency in this AGREEMENT is referred to as a PARTY. Collectively, the signatory agencies in this AGREEMENT are referred to as PARTIES.

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System (SHS) per the California Streets and Highways Code, Sections 114 and 130 and California Government Code, Section 65086.5.

2. For the purpose of this AGREEMENT, the construction of a pedestrian crossing at Corral Creek along Pacific Coast Highway (SR-1), between the beach and the Santa Monica Mountains Conservancy trailhead adjacent to Malibu Seafood, located in Los Angeles County, between postmile 49.7 and 50.4, will be referred to hereinafter as PROJECT. CITY desires that a Project Initiation Document (PID) be developed for the PROJECT. The Project Initiation Document will be a Project Study Report-Project Development Support (PSR-PDS).

3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENT will be referred to hereinafter as WORK:

   - PROJECT INITIATION DOCUMENT (PID)

   Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.

4. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

   This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

   PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

   If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

   Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

   AGREEMENT will terminate 180 days after PID is signed by PARTIES or as mutually agreed by PARTIES in writing. However, all indemnification articles will remain in effect until terminated or modified in writing by mutual agreement.

5. No PROJECT deliverables have been completed prior to this AGREEMENT.

6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.

7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

RESPONSIBILITIES

Sponsorship

8. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds committed in this AGREEMENT.

   PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.

9. CITY is the SPONSOR for the WORK in this AGREEMENT.

Implementing Agency

10. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.

    - CITY is the Project Initiation Document (PID) IMPLEMENTING AGENCY.

    The PID identifies the PROJECT need and purpose, stakeholder input, project alternatives, anticipated right-of-way requirements, preliminary environmental analysis, initial cost estimates, and potential funding sources.

11. CITY will provide a Quality Management Plan (QMP) for the WORK in every PROJECT COMPONENT that they are implementing. The QMP describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The QMP will include a process for resolving disputes between the PARTIES at the team level. The QMP is subject to CALTRANS review and concurrence.

12. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

Funding

13. CITY is the only PARTY committing funds in this AGREEMENT and will fund the cost of the WORK in accordance with this AGREEMENT.

    If, in the future, CALTRANS is allocated state funds and Personnel Years (PYs) for PID review or development of this PROJECT, PARTIES will agree to amend this AGREEMENT to change the reimbursement arrangement for PID review.

14. The WORK does not use funds administered by CALTRANS. PARTIES will amend this AGREEMENT should this condition change.

15. Amounts to be reimbursed by CITY to CALTRANS, along with all invoicing and payment requirements, are set forth in the REIMBURSEMENT SUMMARY section of this AGREEMENT. These amounts include all applicable direct and indirect costs.

    Items identified in the REIMBURSEMENT SUMMARY may include, as applicable, Department Furnished Materials (DFM), activities assigned to CALTRANS in this AGREEMENT as WORK, Quality Management Assessment (QMA), or any combination thereof.

    Unless otherwise expressly provided in this AGREEMENT, the amounts shown in the REIMBURSEMENT SUMMARY constitute the maximum reimbursable obligation of CITY.

16. PARTIES will not be reimbursed for costs beyond the funding commitments in this AGREEMENT.

CALTRANS' Quality Management

17. CALTRANS, as the owner/operator of the State Highway System (SHS), will perform quality management work including Quality Management Assessment (QMA) and owner/operator approvals for the portions of WORK within the existing and proposed SHS right-of-way.

18. CALTRANS' Quality Management Assessment (QMA) efforts are to ensure that CITY's quality assurance results in WORK that is in accordance with the applicable standards and the PROJECT's quality management plan (QMP). QMA does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK.

    When CALTRANS performs QMA, it does so for its own benefit. No one can assign liability to CALTRANS due to its QMA.

19. CALTRANS, as the owner/operator of the State Highway System, will approve WORK products in accordance with CALTRANS policies and guidance and as indicated in this AGREEMENT.

20. CITY will provide WORK-related products and supporting documentation upon CALTRANS' request for the purpose of CALTRANS' quality management work.

Project Initiation Document (PID)

21. As the PID IMPLEMENTING AGENCY, CITY is responsible for all PID WORK except those activities and responsibilities that are assigned to another PARTY in this AGREEMENT and those activities that may be specifically excluded.

22. Should CITY request CALTRANS to perform any portion of PID preparation work, except as otherwise set forth in this AGREEMENT, CITY agrees to reimburse CALTRANS for such work and PARTIES will amend this AGREEMENT.

23. CALTRANS will be responsible for completing the following PID activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)	AGREEMENT Funded Cost
100.05.10.xx Quality Management	YES
150.05.05.xx Review of Existing Reports, Data, Studies, and Mapping	YES
150.25.20 PID Circulation, Review, and Approval	YES

24. CALTRANS will provide relevant existing proprietary information and maps related to:

- Geologic and Geotechnical information
- Utility information
- Environmental constraints
- Traffic modeling/forecasts
- Topographic and Boundary surveys
- As-built centerline and existing right-of-way

Due to the potential for data loss or errors, CALTRANS will not convert the format of existing proprietary information or maps.

25. When required, CALTRANS will perform pre-consultation with appropriate resource agencies in order to reach consensus on need and purpose, avoidance alternatives, and feasible alternatives.

26. CALTRANS will actively participate in the Project Development Team meetings.

27. The PID will be signed on behalf of CITY by a Civil Engineer registered in the State of California.

28. CALTRANS will review and approve the Project Initiation Document (PID) as required by California Government Code, Section 65086.5.

CALTRANS will complete a review of the draft PID and provide its comments to CITY within 60 calendar days from the date CALTRANS received the draft PID from CITY. CITY will address the comments provided by CALTRANS. If any interim reviews are requested of CALTRANS by CITY, CALTRANS will complete those reviews within 30 calendar days from the date CALTRANS received the draft PID from CITY.

After CITY revises the PID to address all of CALTRANS' comments and submits the revised draft PID and all related attachments and appendices, CALTRANS will complete its review and final determination of the revised draft PID within 30 calendar days from the date CALTRANS received the revised draft PID from CITY. Should CALTRANS require supporting data necessary to defend facts or claims cited in the revised draft PID, CITY will provide all available supporting data in a reasonable time so that CALTRANS may conclude its review. The 30 day CALTRANS review period will be stalled during that time and will continue to run after CITY provides the required data.

No liability will be assigned to CALTRANS, its officers and employees by CITY under the terms of this AGREEMENT or by third parties by reason of CALTRANS' review and approval of the PID.

Additional Provisions

Standards

29. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; Federal Highway Administration (FHWA) standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:

- CADD Users Manual
- CALTRANS policies and directives
- Plans Preparation Manual
- Project Development Procedures Manual (PDPM)
- Workplan Standards Guide
- Construction Manual Supplement for Local Agency Resident Engineers
- Local Agency Structure Representative Guidelines

Noncompliant Work

30. CALTRANS retains the right to reject noncompliant WORK. CITY agrees to suspend WORK upon request by CALTRANS for the purpose of protecting public safety, preserving property rights, and ensuring that all WORK is in the best interest of the State Highway System.

Qualifications

31. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.

Consultant Selection

32. CITY will invite CALTRANS to participate in the selection of any consultants that participate in the WORK.

Encroachment Permits

33. CALTRANS will issue, upon proper application, the encroachment permit required for WORK within State Highway System (SHS) right-of-way. CITY, their contractors, consultants, agents, and utility owners will not work within the SHS right-of-way without an encroachment permit issued by CALTRANS. CALTRANS will provide an encroachment permit to CITY at no cost. CITY's contractors, consultants, and agents may work under the same permit after completing, signing, and submitting the contractor's authorization form TR-0429 to CALTRANS. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.

34. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

Protected Resources

35. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

Disclosures

36. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code, Section 7921.505(c)(5) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

    PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.

37. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public records.

Hazardous Materials

38. If any hazardous materials, pursuant to Health and Safety Code 25260(d), are found within the PROJECT limits, the discovering PARTY will notify all other PARTIES within twenty-four (24) hours of discovery.

39. PARTIES agree to consider alternatives to PROJECT scope and/or alignment, to the extent practicable, in an effort to avoid any known hazardous materials within the proposed PROJECT limits.

40. If hazardous materials are discovered within PROJECT limits, but outside of State Highway System right-of-way, it is the responsibility of CITY in concert with the local agency having land use jurisdiction over the property, and the property owner, to remedy before CALTRANS will acquire or accept title to such property.

Claims

41. Any PARTY that is responsible for completing WORK may accept, reject, compromise, settle, or litigate claims arising from the WORK without concurrence from the other PARTY.

42. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.

43. If the WORK expends state or federal funds, each PARTY will comply with the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.

Accounting and Audits

44. PARTIES will maintain, and will ensure that any consultant hired by PARTIES to participate in WORK will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.

45. PARTIES will maintain and make available to each other all WORK-related documents, including financial data, during the term of this AGREEMENT.

PARTIES will retain all WORK-related records for three (3) years after the final voucher.

PARTIES will require that any consultants hired to participate in the WORK will comply with this Article.

46. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.

47. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with the Local Assistance Procedures Manual, Chapter 10.

Interruption of Work

48. If WORK stops for any reason, IMPLEMENTING AGENCY will place the PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.

Penalties, Judgments and Settlements

49. The cost of awards, judgments, fines, interest, penalties, attorney's fees, and/or settlements generated by the WORK are considered WORK costs.

50. Any PARTY whose action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

GENERAL CONDITIONS

51. All portions of this AGREEMENT, including the RECITALS section, are enforceable.

Venue

52. PARTIES understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

Exemptions

53. All CALTRANS' obligations and commitments under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, programming and allocation of funds by the California Transportation Commission (CTC).

Indemnification

54. Neither CALTRANS nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CITY under this AGREEMENT. It is understood and agreed that CITY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

55. Neither CITY nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless CITY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

Non-parties

56. PARTIES do not intend this AGREEMENT to create a third-party beneficiary or define duties, obligations, or rights for entities in PARTIES not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.

57. PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without an amendment to this AGREEMENT.

Ambiguity and Performance

58. Neither PARTY will interpret any ambiguity contained in this AGREEMENT against the other PARTY. PARTIES waive the provisions of California Civil Code, Section 1654.

    A waiver of a PARTY's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

59. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

Defaults

60. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

Dispute Resolution

61. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS District Director and the Executive Officer of CITY will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

    Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

    Except for equitable relief and/or to preserve the statute of limitations, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

    PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS District Office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

62. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

Prevailing Wage

63. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code §§ 1720-1815, and all applicable provisions of California Code of Regulations, Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.

Work performed by a PARTY's own employees is exempt from the Labor Code's Prevailing Wage requirements.

If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.

When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY's employees is exempt from federal prevailing wage requirements.

REIMBURSEMENT SUMMARY

FUNDING TABLE				
IMPLEMENTING AGENCY:			**CITY**	
Source	**Party**	**Fund Type**	**PID**	**Totals**
LOCAL	CITY	Measure	260,000	260,000
Totals			260,000	260,000

SPENDING TABLE		
	PID	
Fund Type	**CALTRANS**	**Totals**
Measure	260,000	260,000
Totals	260,000	260,000

Funding

64. Per the State Budget Act of 2012, Chapter 603, amending item 2660-001-0042 of Section 2.00, the cost of any engineering support performed by CALTRANS towards any local government agency-sponsored PID project will only include direct costs. Indirect or overhead costs will not be applied during the development of the PID document.

Invoicing and Payment

65. PARTIES will invoice for funds where the SPENDING TABLE shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, CITY will pay invoices within five (5) calendar days of receipt of invoice.

66. If CITY has received EFT certification from CALTRANS then CITY will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.

Project Initiation Document (PID)

67. CALTRANS will submit an invoice to CITY in the amount of $260,000 after the execution of this AGREEMENT. The invoice amount is the estimated costs for CALTRANS to perform WORK.

    CALTRANS will not begin WORK until CITY pays invoice in full.

    Upon completion of WORK, CALTRANS will perform a final accounting of WORK costs. Based on the final accounting, CALTRANS will refund or invoice as necessary in order to satisfy the obligation of this AGREEMENT. Should CALTRANS submit an invoice as a result of the final accounting, CITY agrees to pay within forty-five (45) days of receipt of invoice.

SIGNATURES

PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

For Gloria Roberts
D7 District Director

Verification of Funds and Authority:

Elvis John
D7 District Budgets Manager

Certified as to financial terms and policies:

Darwin Salmos
HQ Accounting Supervisor

CITY OF MALIBU

Bruce Silverstein
Mayor

Attest:

Kelsey Pettijohn
City Clerk

Trevor Rusin
Interim City Attorney

AMENDMENT No. 1 TO MEASURE M FUNDING AGREEMENT BETWEEN CITY OF MALIBU AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

This Amendment No. 1 to the Funding Agreement (this "Amendment"), is dated June 30, 2026, for reference purposes only, by and between the City of Malibu ("GRANTEE") and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

A. GRANTEE and LACMTA entered into that certain Funding Agreement No. 9200000000M440113, dated November 6, 2023, (the "Existing FA"), which Existing FA provides for the Pedestrian Undercrossing at Malibu Seafood, (the "Project"); and

B. WHEREAS, the LACMTA Board on March 25, 2021, delegated administrative authority to staff to extend the funding lapsing date of the Measure M Funds previously approved to meet environmental, design, right-of-way and construction time frames; and

C. WHEREAS, the GRANTEE and LACMTA desire to extend the lapse date of FY 2023-24 funds to June 30, 2027; and

D. GRANTEE and LACMTA desire to amend the Existing FA as provided herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Part II, Section 9.1 (vi) of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following: "(vi) Expending the Funds granted under this FA for allowable costs by the lapsing date. All Funds programmed for FY2023-24 and FY 2024-25 are subject to lapse by June 30, 2027. All Funds programmed for FY 2025-26 are subject to lapse by June 30, 2028."

2. Attachment B of the Existing FA is hereby replaced by Attachment B-1, attached.

3. Attachment C of the Existing FA is hereby amended by deleting and replacing it with the following Project Schedule:

PROJECT SCHEDULE:

	ORIGINAL SCHEDULE			REVISED SCHEDULE		
Milestones	**Begin**	**End**	**Duration (months)**	**Begin**	**End**	**Duration (months)**
Preliminary Design	Jan-24	Apr-25	14	Jun-25	Aug-26	3
Final Design	Apr-25	Sep-25	6	Aug-26	Feb-27	6
Environmental Analysis and Permitting	Jul-24	Sep-25	14	Aug-26	Feb-27	6
Public Bid for Construction	Sep-25	Nov-25	2	Feb-27	Mar-27	1
Award Construction Contract	Nov-25	Jan-26	2	Mar-27	Apr-27	1
Construction	Feb-26	Jan-27	11	Apr-27	May-28	13
Close out	Jan-27	Jun-27	6	May-28	Jun-28	1

4. Except as expressly amended hereby, the Existing FA remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing FA that are not expressly amended by this Amendment shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to the FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: _____

Stephanie Wiggins
Chief Executive Officer

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____ Digitally signed by: 4dd8a4b6-a104-429a-9907-9b6d6de7c696
DN: CN = 4dd8a4b6-a104-429a-9907-9b6d6de7c696
Date: 2026.08.20 13:48:48 -08'00' Date: _____

Deputy

GRANTEE:

City of Malibu

By: _____ Date: _____

Bruce Silverstein
Mayor

APPROVED AS TO FORM:

By: _____ Date: _____

Trevor Rusin
Interim City Attorney

ATTACHMENT B - 1 EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure M MSP - Active Transportation/Transit/Tech Program - Funding Agreement Projects - FA# 9200000000M440113
Project Title: PEDESTRIAN UNDERCROSSING AT MALIBU SEAFOOD Project#:MM4401.13

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2023-24 Qtr 3	FY 2023-24 Qtr 4	FY 2024-25 Qtr 1	FY 2024-25 Qtr 2	FY 2024-25 Qtr 3	FY 2024-25 Qtr 4	FY 2025-26 Qtr 1	FY 2025-26 Qtr 2	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE M MSP FUNDS:									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E							$43,758	$19,010	$62,768
Right-of-Way Acquisition									$0
Construction									
Vehicle Purchase									$0
Others									$0
Total Measure M	$0	$0	$0	$0	$0	$0	$43,758	$19,010	$62,768
SUM PROG LACMTA FUNDS:	$0	$0	$0	$0	$0	$0	$43,758	$19,010	$62,768
SUM NON-LACMTA FUNDS :	$0	$0	$0	$0	$0	$0	$0	$0	$0
PROJECT FUNDING FY2023-24 and FY2024-25	$0	$0	$0	$0	$0	$0	$43,758	$19,010	$62,768

SOURCES OF FUNDS	FY 2025-26 Qtr 3	FY 2025-26 Qtr 4	FY 2026-27 Qtr 1	FY 2026-27 Qtr 2	FY 2026-27 Qtr 3	FY 2026-27 Qtr 4	FY2027-28 Qtr 1	FY2027-28 Qtr 2	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE M MSP FUNDS:									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E	$8,133	$10,001	$373,033	$273,033	$273,033				$937,232
Right-of-Way Acquisition									$0
Construction						$240,050	$240,050	$240,050	$720,151
Vehicle Purchase									$0
Others									$0
Total Measure M	$8,133	$10,001	$373,033	$273,033	$273,033	$240,050	$240,050	$240,050	$1,657,383
SUM PROG LACMTA FUNDS:	$8,133	$10,001	$373,033	$273,033	$273,033	$240,050	$240,050	$240,050	$1,657,383
SUM NON-LACMTA FUNDS :	$0	$0	$0	$0	$0	$0	$0	$0	$0
PROJECT FUNDING FY2025-26 and FY2026-27	$8,133	$10,001	$373,033	$273,033	$273,033	$240,050	$240,050	$240,050	$1,657,383

SOURCES OF FUNDS	FY2027-28 Qtr 3	FY2027-28 Qtr 4	FY2028-29 Qtr 1	FY2028-29 Qtr 2	FY2028-29 Qtr 3	FY2028-29 Qtr 4	FY2029-30 Qtr 1	FY2029-30 Qtr 2	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE M MSP FUNDS:									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction	$240,050	$289,799							$529,849
Vehicle Purchase									$0
Others									$0
Total MEASURE M	$240,050	$289,799	$0	$0	$0	$0	$0	$0	$529,849
SUM PROG LACMTA FUNDS:	$240,050	$289,799	$0	$0	$0	$0	$0	$0	$529,849
PROJECT FUNDING FY2027-28 and FY2028-29	$240,050	$289,799	$0	$0	$0	$0	$0	$0	$529,849
TOTAL LACMTA FUNDS	$248,183	$299,800	$373,033	$273,033	$273,033	$240,050	$283,808	$259,060	$2,250,000
TOTAL NON-LACMTA FUNDS	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL PROJECT FUNDING	$248,183	$299,800	$373,033	$273,033	$273,033	$240,050	$283,808	$259,060	$2,250,000

201 N. Calle Cesar Chávez, Suite 300
Santa Barbara, CA 93103
Ph 805.692.6921

Technical Memorandum

To	Nathaniel McLean
Date	October 16, 2025
Subject	Feasibility of a Pedestrian Crossing of Pacific Coast Highway at Malibu Seafood - Sara Wan Trailhead at Corral Canyon
From	Shawn Kowalewski, PE



EXECUTIVE SUMMARY

Background

The City is initiating a pedestrian crossing project near Malibu Seafood and the Sara Wan Trailhead at Corral Creek to enhance safety and traffic operations along Pacific Coast Highway (PCH). Identified in the 2015 PCH Safety Study, the project will provide a pedestrian connection between the beach and the state park trailhead adjacent to Malibu Seafood. The community has identified this location as a priority for improved pedestrian access.

Study Area

The project study area is in the vicinity of Corral Creek, between Corral Canyon Road and Malibu Road in Malibu, California.

Key Findings

A pedestrian crossing at this location is considered feasible based on existing site conditions and traffic operations. An at-grade crossing utilizing a traffic signal or a Pedestrian Hybrid Beacon (PHB), also known as a HAWK or High-Intensity Activated crosswalk, would effectively meet the project's purpose and need by providing a safe, direct, and convenient connection between the beach and inland attractions like the restaurant, RV park and the state park trailhead. This option would improve pedestrian visibility, reduce unsafe midblock crossings, and enhance overall safety and accessibility along PCH without requiring significant structural modifications or right-of-way impacts.

Alternatives Evaluation

Other alternatives, including grade-separated options such as pedestrian undercrossings, are also anticipated to be feasible and will be further evaluated during Caltrans' Quality Management Assessment Process (QMAP) project development process. These alternatives will be assessed in greater detail to determine their technical, environmental, and cost implications, as well as their relative benefits to safety, accessibility, and connectivity. The evaluation will consider factors such as right-of-way constraints, constructability, drainage, and user experience to identify the most effective and context-sensitive solution for this location.

Recommendation

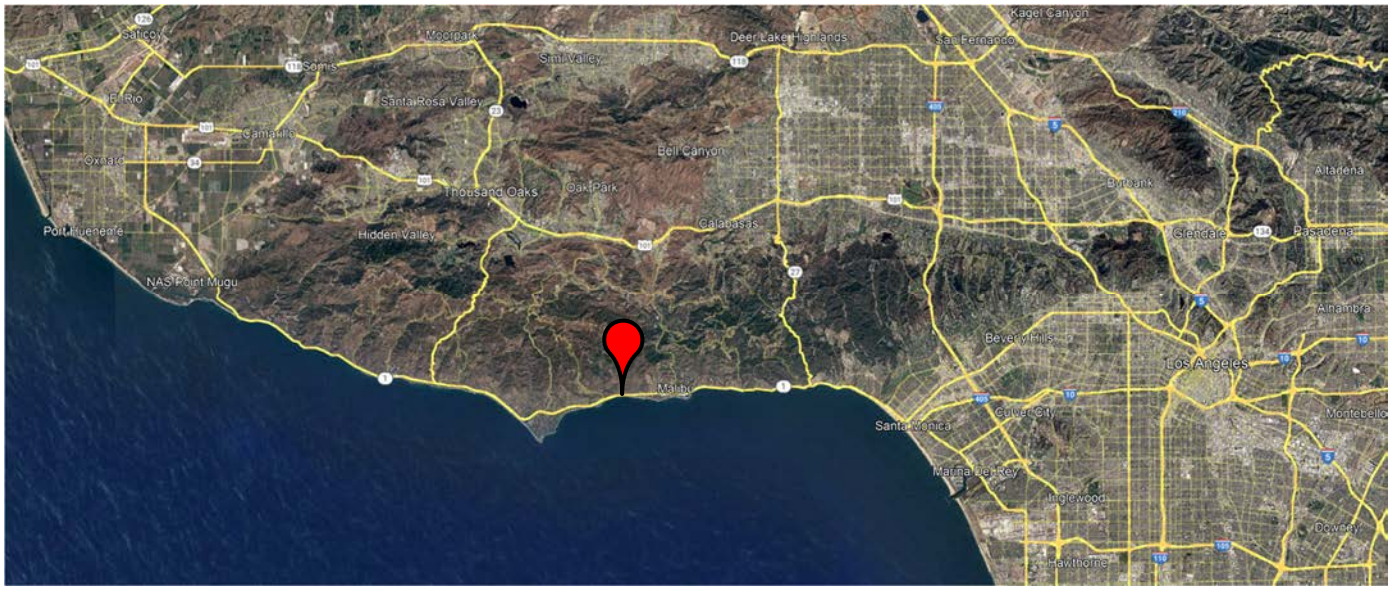
A pedestrian crossing of PCH within the study area has been determined to be feasible based on preliminary site conditions, traffic operations, and pedestrian activity patterns. To advance the project, the City should formally engage the California Department of Transportation (Caltrans) to initiate Project Initiation Documentation (PID) phase activities. This engagement will support the development of preliminary design concepts, identify potential environmental and right-of-way considerations, evaluate technical feasibility, and establish coordination requirements with regulatory and permitting agencies. Early collaboration with Caltrans will help ensure that the project complies with State Highway standards and that subsequent design and construction phases proceed efficiently.

INTRODUCTION

Project Background

The project is in the City of Malibu, an incorporated city in Los Angeles County, California. Within the City, PCH is a scenic coastal route that runs between the Pacific Ocean and the Santa Monica Mountains, offering ocean vistas on one side and rugged mountainous terrain on the other. The corridor passes through a diverse landscape of beaches, low-lying coastal areas, and hillsides, with drainage flowing southwest toward the ocean. PCH provides a visually striking drive and access to a variety of recreational opportunities while serving as a primary transportation artery for residential, commercial, and recreational areas. The highway extends approximately 21 miles within the City and includes 19 signalized intersections. As a State Highway, PCH is owned, operated, and maintained by the California Department of Transportation (Caltrans) District 7. **Figure 1** shows the project vicinity map.

Figure 1: Vicinity Map



Due to diverse land uses, high activity levels, and heavy corridor demand, PCH experiences recurring congestion during peak hours and seasonal coastal visitation periods. Vehicle speeds are often higher than desirable for safety and community quality of life, and collisions occur frequently – averaging one per day. These incidents often result in injuries or fatalities and contribute to periodic roadway closures and localized congestion.

In response to these safety concerns, the Southern California Association of Governments (SCAG) completed a corridor safety study in 2015 to identify strategies to reduce the frequency and severity of collisions. A pedestrian crossing of PCH in the vicinity of Malibu Seafood was identified as a potential project.

The City of Malibu is initiating a pedestrian crossing at Malibu Seafood to improve safety and operations along Pacific Coast Highway (PCH). The project, identified in the 2015 PCH Safety Study, will construct a pedestrian crossing connecting Dan Blocker County Beach (previously known as Corral State Beach) to the Sara Wan Trailhead near Malibu Seafood (25653 PCH). **Figure 2** shows the setting of the beach and roadway at Malibu Seafood.

The community supports a pedestrian crossing near Malibu Seafood to improve safety and connectivity. This location has been identified as a priority due to high pedestrian activity between the beach, commercial areas, and nearby trailheads, where current conditions create frequent conflicts with vehicles.

The crossing will provide ADA-compliant access, incorporate lighting for visibility, and require preparation of a stormwater pollution prevention plan and traffic control plan. Located within Caltrans' right-of-way, the project is subject to Caltrans' development and permitting process, the City's Local Coastal Program, and all applicable federal, state, and local regulations.

Figure 2: Beach and Roadway Setting



Caltrans is a key stakeholder, as the proposed project will traverse State right-of-way and interface directly with Caltrans roadway facilities. The project will be advanced under Caltrans' QMAP. To initiate this process, the City contacted Caltrans and was advised that a feasibility study must be completed prior to the allocation of Caltrans resources for project development support. This memorandum has been prepared to document the project feasibility.

Similar Initiatives

The City, in coordination with Caltrans, has implemented or is planning several pedestrian crossings along PCH to improve safety and accessibility:

- La Costa Beach Area (Rambla Vista East to Rambla Vista West)
  - Pedestrian Hybrid Beacon (PHB).
  - Installed in October 2019 to assist pedestrians in crossing PCH at an unsignalized location by activating beacon signals when a pedestrian is present.
- Palisades Bowl Mobile Home Park (16321 PCH)
  - Pedestrian Hybrid Beacon (PHB).
  - This PHB aims to facilitate pedestrian movement across five lanes of traffic to access the beach.
- Guernsey Avenue/PCH Intersection
  - New crosswalk striping.
  - Recently installed to improve pedestrian safety and visibility at this intersection.
- Encinal Canyon Road and El Matador Beach Road Intersections
  - Proposed roundabouts with enhanced pedestrian crossings.
  - Proposed quick-build roundabouts at these intersections to slow traffic and improve pedestrian safety.
- Trancas Creek Bridge
  - Bridge replacement with pedestrian facilities.
  - Caltrans is replacing the existing bridge with a new structure that includes separate pedestrian lanes, bike lanes, and wider shoulders to enhance safety for all users.

There are 17 traffic signals and 6 midblock PHB crossings on PCH in the City. These initiatives reflect Malibu's ongoing efforts to improve pedestrian safety along PCH, addressing both current needs and future demands.

Prior Caltrans Review for Undercrossing

In 2019, Caltrans prepared a memorandum in response to the City of Malibu's request to evaluate the feasibility of a pedestrian undercrossing of PCH utilizing the existing Corral Creek Bridge. The review, conducted by the Office of Stormwater and Landscape Architecture with input from Caltrans hydraulics personnel, examined the potential to use

the existing creek drainage channel for the pedestrian passage. The evaluation concluded that such a configuration was not recommended.

The site lies within Flood Zone AE, also known as the base flood area or 100-year floodplain, as designated by the Federal Emergency Management Agency (FEMA). FEMA regulations allow improvements within Flood Zone AE provided it can be demonstrated that the project will not increase the 100-year flood water surface elevation by more than one foot.

Caltrans discontinued further consideration of the undercrossing concept at the existing bridge based on this flood elevation criterion, without evaluating whether design alternatives could satisfy FEMA requirements or otherwise mitigate flood elevation impacts. In general, pedestrian facilities are not required to be located outside the 100-year floodplain. Modifications to the existing channel or bridge, or complete bridge replacement, are feasible strategies that could be explored to accommodate a pedestrian undercrossing while meeting FEMA criteria.

Purpose and Need

Purpose

Improve pedestrian safety by providing a pedestrian crossing of PCH in the vicinity of Corral Creek, (between Corral Canyon Road and Malibu Road) in Malibu, California – connecting on-street vehicle parking, local businesses, National Recreation facilities and coastal resources.

Enhance and improve coastal access for bicycles and pedestrians consistent with local coastal policies and plans.

Need

Between Latigo Canyon Road and Malibu Canyon Road (3.0 miles) there are only three marked pedestrian crossings of PCH. Between Corral Canyon Road and Malibu Road (0.7 mile) there are over 300 legal and informal on-street parking spaces located on both sides of PCH and primarily serving facilities for ocean activities (Corral State Beach), camping (Malibu RV Park), restaurant eating (Malibu Seafood), and hiking (Sara Wan Trailhead). Additionally, Metro provides Line 134 bus transit services to this area in both north- and south-bound directions. Transit users must cross PCH to use the system.

The need for pedestrians to cross PCH to access these facilities is high – with only one marked crosswalk at Corral Canyon Road. The walking distance for pedestrians using this marked crosswalk could be greater than 1.3 miles in one direction, or 2.6 miles round trip, which results in informal, dispersed and potentially unsafe pedestrian crossings. A pedestrian crossing is needed in this area.

Study Scope

The study area is on and adjacent to 0.7 miles of PCH (PM 49.7 to 50.4) in the City of Malibu, California – specifically between Corral Canyon Road on the west and Malibu Road on the east end. The site is within the California Coastal Commission's Coastal Zone. **Figure 3** shows the study area imposed on an aerial image.

Figure 3: Study Area



The project boundaries are set based on recreational opportunities (hiking and beach access), parking, proximity to amenities and lack of crossing opportunities.

Approach and Methodology

This memorandum presents a desktop-level feasibility analysis based on previously developed studies, reports, and available data to evaluate the potential for a pedestrian crossing at the project location. Upon confirmation of feasibility, the project will proceed into the Caltrans Quality Management and Project Delivery (QMAP) process, which includes project initiation, site-specific data collection, and detailed environmental and engineering analyses.

EXISTING CONDITIONS AND SITE ANALYSIS

Safety Deficiencies

Across the corridor, there are recurring safety issues. The first is conflict among travel modes due to competing demands for shoulder use. In areas without sidewalks or bike lanes, pedestrians, cyclists, buses, parked vehicles, and service activities all rely on the shoulder. This limited space within the public right of way creates frequent operational conflicts that require coordinated management or expansion to improve safety.

Parking is a recurring issue along the corridor. Parking demand on PCH far exceeds what is typical for a major roadway, as much of it is accommodated on-street rather than in off-street lots. Parking maneuvers, including slowing to search for spaces, sudden stops, backing, and reentering traffic, create conflicts with pedestrians and cyclists using the shoulder. These maneuvers also disrupt vehicle flow, increasing friction in the right-hand lane and elevating collision potential.

Conflicts between vehicles and pedestrians are common throughout the corridor. As noted previously, pedestrians often share the shoulder with vehicles, and crosswalk visibility and consistency vary significantly. Additional conflicts arise from transit activity, as all bus riders are pedestrians at the start and end of their trips. Many bus stops, some of which predate ADA requirements, lack safe or direct pedestrian connections – particularly those on the north side of PCH opposite key destinations. Without marked crossings nearby, riders frequently cross mid-block. Access to many stops is limited even for able-bodied users, with some lacking paved paths or connections outside the roadway.

Roadway Characteristics

PCH is a primary north-south highway that follows California's Pacific coastline, providing critical regional connectivity and scenic coastal access. In this segment, PCH is a four-lane highway with notable grades near Malibu Canyon Road and Sea Vista Drive. The vertical alignment varies from flat to rolling terrain in both directions. Due to limited sight distance and vertical curvature, particularly between Latigo Canyon Road and Sea Vista Drive, U-turns are prohibited by median treatments such as raised concrete medians, delineators, or double yellow centerlines.

Left-turn lanes provided at Corral Canyon Road and Puerco Canyon Road. The westbound approach at Corral Canyon Road includes an exclusive U-turn lane. The segment lacks curve, speed, and access warning signs, and street lighting is not provided. Residential driveways and access roads on the north side of PCH have steep grades and lack adequate signing, striping, and illumination. Most driveways along this corridor are limited to right-in/right-out access.

On-street parking is available near commercial areas on both sides of Pacific Coast Highway (PCH), creating potential for sudden parking and turning maneuvers. Near Paradise Cove, for instance, free on-street parking serves as an alternative to paid private parking, leading to frequent U-turns at intersections and midblock locations. These maneuvers contribute to congestion, sudden stops, and vehicle conflicts along the corridor. Street lighting is not provided. The posted speed limit is 50 mph. A speed-monitoring radar is located just west of the Malibu Canyon Road intersection.

The roadway facility is composed of two 12-foot-wide travel lanes and an 8-foot-wide shoulder in each direction. The lanes are separated from each other by either 6- to 12-foot-wide painted median island (western 1,000 feet starting at Corral Canyon Road), or a 6-foot-wide raised concrete median for the remainder of the study area. The functional use zones of this roadway section are illustrated in **Figure 4**.

Figure 4: Roadway Uses



Pedestrian Environment

The City of Malibu attracts millions of visitors annually to its beaches, all accessed via PCH. On-street parking near beaches and the concentration of commercial areas along PCH generate substantial pedestrian activity, creating frequent conflicts with vehicular traffic. In this segment, pedestrians primarily travel between parking areas and destinations, while a smaller portion walk to transit stops or from local residences.

Pedestrian infrastructure is limited, with no sidewalks and few marked crosswalks. Existing crosswalks are located at Corral Canyon Road, with the next nearest crossings 1.9–2.6 miles away, forcing pedestrians to cross midblock. Most pedestrian movement occurs on roadway shoulders or informal paths connecting PCH to beaches, increasing exposure to vehicles. The roadway is divided with parking on both sides, and street lighting is minimal, provided only at the lifeguard structure near Corral Creek and at the Corral Canyon Road traffic signal, which further reduces visibility during low-light conditions.

These conditions – high vehicle speeds, midblock crossings, parking maneuvers, and lack of continuous pedestrian facilities – create elevated safety risks. Transit access is limited; Bus Route 134 provides one stop in each direction near Corral Creek and Corral Canyon Road, generating additional pedestrian-vehicle interactions at these points. The combination of recreational, residential, and commercial land uses, along with limited infrastructure, underscores the need for targeted pedestrian safety improvements in this corridor.

Bicycle Environment

In this section, PCH widens into an undulating four-lane arterial with short but steep grades. Vehicle speeds tend to increase through this segment, although the wider shoulders provide additional space for cyclists. Popular hill-cycling routes are accessed from this area. Driveways and intersecting streets are less frequent than in adjacent segments; however, most intersections lack adequate signage and illumination. Edge striping is present in both directions, but designated bicycle lanes are not provided.

Traffic Data

Traffic data for the study area was obtained from the July 2012 investigation documented in the *2015 PCH Safety Study*. **Table 1** summarizes vehicular Average Daily Traffic (ADT), and **Table 2** presents bicycle peak-hour volumes. Pedestrian volumes were not recorded as part of the 2012 data collection effort; however, they will be documented as part of subsequent engineering studies.

Table 1: Vehicle Average Daily Traffic

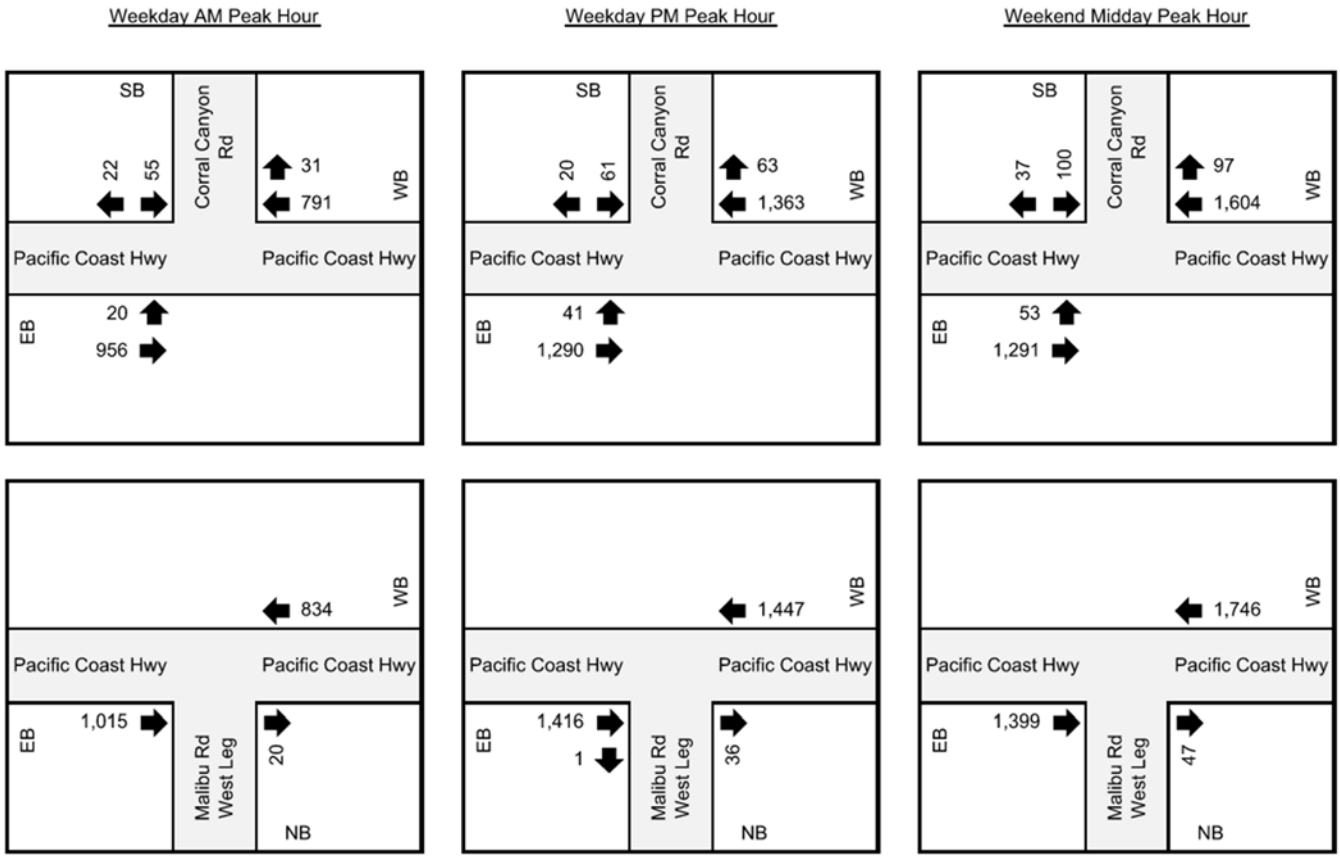
	Weekday	Weekend
Northbound	17,375	20,944
Southbound	17,026	20,393

Table 2: Bicycle Peak Hour Volume

	Weekday	Weekend
Northbound	9	32
Southbound	5	130

Corral Canyon Road and Malibu Road (west leg) bound the study area. Turning movement counts for these intersections were also provided in the 2015 PCH Safety Study. **Figure 5** displays the turning movements for weekday AM and PM, and weekend midday peak hour vehicle volumes.

Figure 5: Turning Movements – PCH at Corral Canyon Road and Malibu Road (West)



Crash history

A review of Statewide Integrated Traffic Records System (SWITRS) data for City of Malibu for all dates available (1/1/2014 to 6/30/2025) shows that there were 1,657 crashes, with 52 victims killed and 2,444 injured. Of these crashes, 126 involved pedestrians (28 killed and 129 injured) and 95 involved bicyclists (5 killed and 101 injured).

Of the 126 pedestrian-involved crashes almost 40% were attributed to crossing not in a crosswalk and associated pedestrian violations:

- 24% Pedestrian failure to yield right-of-way to vehicles when crossing outside of a marked or unmarked crosswalk.
- 8% Pedestrian failure to cross at crosswalks between adjacent traffic signal-controlled intersections.

- 6% Pedestrian failure to walk close to the edge of the roadway when there is no sidewalk present / Pedestrian failure to walk on the left-hand edge of the roadway when outside of a business or resident district, unless crossing is not possible.

Figure 6 is a heat map of crashes involving pedestrians and bicyclists within and adjacent to the project study area.

Figure 6: SWITRS Heat Map of Crashes Involving Pedestrians and Bicyclists



Additional information shown in **Tables 3 and 4** for Malibu and Los Angeles County was obtained from the California Office of Traffic Safety (OTS), the Transportation Injury Mapping System (TIMS), and Caltrans "Annual Crash Data on California State Highways".

Table 3: Collision Data on California State Highways (Conventional Highway; Fatal and Injury; LA County)

	2013	2014	2015	2016	2017	2018	2019	2020	2022	2023	Ave	% Tot
Total	1802	2107	2079	2284	1931	1795	1608	1370	1399	1576	1795	100%
Pedestrians	130	111	113	108	85	96	88	74	82	112	100	5.6%
Bicycle	111	104	116	106	79	71	48	49	34	54	77	4.3%

Table 4: California Office of Traffic Safety (Malibu)

	2018	Rank	2019	Rank	2020	Rank	2021	Rank	2022	Rank	Ave	% Tot
Total	190	1/102	200	1/103	170	1/103	216	1/101	203	1/104	196	100%
Pedestrians	15	1/102	12	1/103	8	5/103	15	1/101	15	1/104	13	6.6%
Bicycle	13	2/102	6	8/103	10	2/103	10	3/101	7	9/104	9	4.7%

ALTERNATIVES ANALYSIS

Identification of Alternatives

No-Build

The no-build alternative assumes existing conditions along PCH would remain, and pedestrians would continue to cross at informal or distant locations. While this option avoids construction and environmental impacts, it does not improve safety, accessibility, or connectivity. Pedestrian-vehicle conflicts would persist or worsen as traffic and visitor activity increase.

At-Grade Alternatives

At-grade alternatives include marked crosswalks, curb extensions, Rectangular Rapid-Flashing Beacons (RRFBs), and Pedestrian Hybrid Beacons (PHBs).

Grade-Separated Alternatives

Analyze pedestrian overpasses or underpasses. Due to the terrain and project location in the California Coastal Zone, overpasses are deemed infeasible.

Evaluation Criteria and Ranking

Table 5 is an initial weighted decision matrix that can be used to compare alternatives based on specific criteria.

Table 5: Evaluation Matrix

	Maximum Possible Points	No-Build	At-Grade Traffic or HAWK Signal	Grade-Separated New Road Bridge with Pedestrian Undercrossing	Grade-Separated Standalone Pedestrian Undercrossing
Safety Benefits	40	0	32	36	40
Connectivity	20	0	20	20	16
Accessibility	15	3	15	12	12
Environmental Impact	10	10	10	3	6
Estimated Cost Rank	10	10	9	1	5
Constructability	5	5	4	1	2
Total	100	28	90	73	81

Safety Benefits

Measures the potential reduction in pedestrian–vehicle conflicts and crashes, and overall safety of use. Higher values indicate greater safety benefits. Grade-separated facilities provide the highest level of protection. The standalone pedestrian undercrossing ranks highest, as it eliminates interaction with traffic and is not expected to be affected by creek storm flows.

Connectivity

Assesses improvements to access between coastal areas, parking, public transportation, restaurants, and restrooms. Higher values indicate stronger connectivity. The at-grade crossing ranks well because users can cross directly without passing under the roadway. The bridge with undercrossing also ranks well, as it allows pedestrian paths both along and under the highway, enhancing access across the creek.

Accessibility
Evaluates compliance with ADA standards. All the build alternatives provide ADA-compliant access. The at-grade option ranks well since it avoids elevation changes. While undercrossing options include ADA ramps, the required grade changes may reduce user convenience.

Environmental Impact
Considers potential effects on wetlands, habitats, and other sensitive resources. The at-grade option ranks highest due to its smaller footprint, minimal excavation, and avoidance of riparian habitat near the creek.

Estimated Cost Rank
Project cost estimates were prepared and then ranked linearly from least cost ranked 10 to highest cost ranked 1.

Constructability
This covers ease of construction, including right of way or easement acquisition and utility conflicts. The no-build and at-grade options rank highest.

FINANCIAL FEASIBILITY

Table 6 provides a high-level breakdown of estimated costs for the four alternatives. The costs are based on Caltrans Construction Contract Cost Data base and their "11-Page Preliminary Cost Estimate Template."

Table 6: Planning-Level Cost Estimate

	No-Build	At-Grade Traffic or HAWK Signal	Grade-Separated New Road Bridge with Pedestrian Undercrossing	Grade-Separated Standalone Pedestrian Undercrossing
Roadway and Structures Construction	$0	$1,395,000	$12,200,000	$5,425,000
Right of Way	$0	$0	$2,500,000	$1,875,000
Support	$0	$965,000	$8,100,000	$3,600,000
Total	$0	$2,360,000	$22,800,000	$10,900,000

Roadway and Structures Construction
Capital construction costs are included in this section. Subsections include earthwork, pavement structural section, drainage, specialty items, environmental, traffic items, minor items, structures, mobilization, and contingency.

Right of Way
Right of way and easement acquisition capital costs are included in this category of project expense. Project-borne utility relocation expenses are included here as well.

Support
These include non-capital costs such as Caltrans and City management, engineering and planning for PID, PA&ED and PS&E phase work activities, right of way work and construction management, inspection, and testing.

RECOMMENDATIONS AND NEXT STEPS

The objective of this memorandum is to assess, with supporting documentation, the feasibility of a pedestrian crossing within the study area on Pacific Coast Highway (PCH) between Corral Canyon Road and Malibu Road. The findings indicate that multiple alternatives could satisfy the project's purpose and need. Based on this determination, the next step is to initiate the Caltrans Quality Management Assessment Process (QMAP) through commencement of the Project Initiation Document (PID) phase.