PLEASE DOWNLOAD THE AGENDA DOCUMENT FOR INSTRUCTIONS ON HOW TO PARTICIPATE IN THE MEETING

1. Amended Agenda

   Documents:

   CC_260511_AMENDED AGENDA.PDF

2. Item 1A1

   Second Reading and Adoption of Ordinance No. 534

   Documents:

   CC_260511_ITEM_1A1.PDF

3. Item 1B2

   Approve Warrants

   Documents:

   CC_260511_ITEM_1B2.PDF

4. Item 1B3

   Approval of Minutes

   Documents:

   CC_260511_ITEM_1B3.PDF

5. Item 1B4

   Mike Treinen Public Safety Award

   Documents:

   CC_260511_ITEM_1B4.PDF

6. Item 1B5

   Fulfillment Agreement for Unprogrammed Surface Transportation Program-Local (STP-L)

   Documents:

CC_260511_ITEM_1B5.PDF

7. Item 1B6

   Amendment to Professional Services Agreement with Chen Ryan & Associates

   Documents:

   CC_260511_ITEM_1B6.PDF

8. Item 1B7

   Letter of Opposition for AB 768

   Documents:

   CC_260511_ITEM_1B7.PDF

9. Item 1B8

   Amendment to Professional Services Agreement with Integrated Performance Consultants,Inc.

   Documents:

   CC_260511_ITEM_1B8.PDF

10. Item 1B9

    Amendment to Agreement for Rebuild Coastal Engineering Review Consulting Services

    Documents:

    CC_260511_ITEM_1B9.PDF

11. Item 5A

    Updated Developer Fee Program for the Benefit of the Consolidated Fire Protection District of Los Angeles County

    Documents:

    CC_260511_ITEM_5A.PDF

12. Item 5B

    Amendment to Parking Fine Schedule

    Documents:

CC_260511_ITEM_5B.PDF

13. Item 6A

    Professional Services Agreement with Blue Line Solutions – CA, LLC

    Documents:

    CC_260511_ITEM_6A.PDF

14. Item 7A

    Building Board of Appeals

    Documents:

    CC_260511_ITEM_7A.PDF

HOW TO VIEW THE MEETING: The meeting will be live streamed at www.malibucity.org/video and via Zoom Webinar.

HOW TO PARTICIPATE BEFORE THE MEETING: Members of the public are encouraged to submit email correspondence to citycouncil@malibucity.org before the meeting begins.

HOW TO PARTICIPATE IN-PERSON DURING THE MEETING: In order to participate in-person, each speaker must complete and submit to the Recording Secretary a Request to Speak form. In-person participants may also surrender their opportunity to speak on a particular item to defer one minute to another in-person speaker. Meeting room doors will open 30 minutes before the meeting.

HOW TO PARTICIPATE REMOTELY DURING THE MEETING: The City has been experiencing extreme technical issues with its broadcast and zoom capabilities. It is strongly recommended that those who wish to participate do so in person as zoom participation is not guaranteed. While the City intends to allow zoom participation if possible, the meeting will not be cancelled or continued if technical difficulties impact the ability to accept public participation over Zoom. In such case only in-person participation will be allowed. In order to participate remotely, you must be present in the Zoom Webinar during the item that you would like to speak on and use the Raise Hand feature to request to speak when the Mayor calls the item. When you join the Zoom Webinar you may see a pop-up asking you to enter an email address, but a valid email address is not required.

Amended[1] Malibu City Council Regular Meeting Agenda

Monday, May 11, 2026

5:00 P.M. - CLOSED SESSION
City Hall – Council Chambers (call to order)
Westward Room (closed session)
23825 Stuart Ranch Road

5:30 P.M. – CITY COUNCIL REGULAR MEETING
City Hall – Council Chambers
23825 Stuart Ranch Road

Zoom Webinar Link:
https://us02web.zoom.us/j/87985644870

Five p.m. Convene for Purpose of Closed Session

Call to Order – Mayor (Council Chambers)

Public Comment on Closed Session Items

1 *See the modified Closed Session information and the addition of Consent Calendar Item No. 1.B.9., Old Business Item No. 6.A., and New Business Item No. 7.A.*

Recess to Closed Session (to be held in the Westward Room)

This time has been set aside for the City Council to meet in a closed session to discuss matters pursuant to Government Code Section 54956.9. Based on the advice of the City Attorney, discussion in open session concerning these matters would prejudice the position of the City in this litigation. The City Attorney will give an additional oral report regarding the Closed Session at the beginning of the next regular City Council meeting. At the conclusion of the Closed Session, the Council may continue any item listed on the Closed Session agenda to the Open Session agenda for discussion or to take formal action as it may deem appropriate.

Conference with Legal Counsel – Existing litigation pursuant to Government Code Section 54956.9(d)(1):

1. City of Malibu v. State of California, et al., Case No. 26STCV05031

Five-thirty p.m. **Regular Session**

Call to Order - Mayor

Roll Call - Recording Secretary

Pledge of Allegiance

Closed Session Report

Report on Posting of Agenda – May 1, 2026*; Amended Agenda posted May 7, 2026*

Approval of Agenda

1. Consent Calendar

Items in Consent Calendar Section A have already been considered by the Council at a previous meeting where the public was invited to comment, after which a decision was made. Resolutions concerning decisions made at previous meetings are for the purpose of memorializing the decision to assure the accuracy of the findings, the prior vote, and any conditions imposed. Items in Consent Calendar Section B have not been discussed previously by the Council. Members of the public may comment on the consent calendar as a whole. After public comment, the Council may remove items from the Consent Calendar for individual consideration before adopting the Consent Calendar.

A. Previously Discussed Items

1. Second Reading and Adoption of Ordinance No. 534

Recommended Action: Conduct second reading, unless waived, and adopt Ordinance No. 534, approving Zoning Text Amendment (ZTA) No. 26-001 to amend Title 17 (Zoning) of the Malibu Municipal Code (MMC) to modify standards and procedures related to Temporary Use Permits (TUP) and Sign Permits (SP), and finding the action exempt from the California Environmental Quality Act.

Staff Contact: City Clerk Pettijohn, 456-2489, ext. 228

B. New Items

1. Waive Further Reading

Recommended Action: After the City Attorney has read the title, waive full reading of ordinances considered on this agenda for introduction on first reading and/or second reading and adoption.

Staff Contact: Interim City Attorney Rusin, 456-2489, ext. 228

2. Approve Warrants

Recommended Action: Allow and approve warrant demand numbers 78848-78920 on the register from the General Fund and direct the City Manager to pay out the funds to each of the claimants listed in Warrant Register No. 789 in the amount of the warrant appearing opposite their names, for the purposes stated on the respective demands in a total amount of $574,131.50. City of Malibu payroll check number 5576-5578 and ACH deposits were issued in the amount of $801,113.24.

Staff Contact: Assistant City Manager Smith, 456-2489, ext. 239

3. Approval of Minutes

Recommended Action: Approve the minutes for the August 27, 2025 meeting.

Staff Contact: City Clerk Pettijohn, 456-2489, ext. 228

4. Mike Treinen Public Safety Award

Recommended Action: At the recommendation of the Public Safety Commission, approve the nomination of Chris Frost for the 2026 Mike Treinen Public Safety Award.

Staff Contact: Public Safety Director Dueñas, 456-2489, ext. 313

5. Fulfillment Agreement for Unprogrammed Surface Transportation Program-Local (STP-L)

Recommended Action: Authorize the City Manager to execute the Fulfillment Agreement for Unprogrammed Surface Transportation Program-Local (STP-L).

Staff Contact: Interim Public Works Director Holden, 456-2489, ext. 338

6. Amendment to Professional Services Agreement with Chen Ryan & Associates

Recommended Action: Authorize the Mayor to execute Amendment No. 3 to Professional Service Agreement with Chen Ryan & Associates (CRA), Inc. dba CR Associates, for additional design engineering services and support during construction for the Pacific Coast Highway (PCH) Right Turn Improvements – Trancas Canyon Road Project in the amount of $40,000 for a total not to exceed $260,440.62

Staff Contact: Interim Public Works Director Holden, 456-2489, ext. 338

7. Letter of Opposition for AB 768

   Recommended Action: Authorize the Mayor to sign a Letter of Opposition for Assembly Bill 768, legislation that exempts mobilehome spaces within a mobilehome park from local rent control if the mobilehome space is not used as permanent housing by the homeowner or a tenant approved under specified law.

   Staff Contact: Assistant to the City Manager Kajszo, 456-2489, ext. 224

8. Amendment to Professional Services Agreement with Integrated Performance Consultants, Inc.

   Recommended Action: Authorize the Mayor to execute Amendment No. 4 to the Professional Services Agreement with Integrated Performance Consultants, Inc. (IPC) for operations, maintenance, and management services at the Civic Center and Paradise Cove Stormwater Treatment Facilities.

   Staff Contact: Interim Public Works Director Holden, 456-2489, ext. 338

9. Amendment to Agreement for Rebuild Coastal Engineering Review Consulting Services

   Recommended Action: Authorize the Mayor to execute Amendment No. 1 to Professional Services Agreement with NV5, Inc. as a secondary consultant to provide coastal engineering review services.

   Staff Contact: Community Development Director Bundy, 456-2489, ext. 229

2. Ceremonial/Presentations

A. Presentation of the American Public Works Association Ventura County Chapter 2025 Project of the Year Award for the Pacific Coast Highway Signal Synchronization Improvements Project

B. Proclamation Declaring May 17-23, 2026 Public Works Week

C. Proclamation Declaring May 2026 Building Safety Month

3. Commission / Committee / City Manager Updates

4. Written and Oral Communications from the Public (Subsequent items to be heard after 6:30 p.m.)

The Oral Communication portion of the agenda is for members of the public to present items, which are not listed on the agenda but are under the subject matter jurisdiction of the City Council. No action may be taken under, except to direct staff, unless the Council, by a two-thirds vote, determines that there is a need to take immediate action and that need came to the attention of the City after the posting of the agenda. Although no action may be taken, the Council and staff will follow up, at an appropriate time, on those items needing response.

A. Communications from the Public concerning matters which are not on the agenda but for which the City Council has subject matter jurisdiction. City Council may not act on these matters except to refer the matters to staff or schedule the matters for a future agenda.

B. City Council Subcommittee reports / Mayor and Councilmember meeting attendance, reports and inquiries

5. Ordinances and Public Hearings

For Public Hearings involving zoning matters the appellant and applicant will be given 15 minutes each to present their position to the City Council, including rebuttal time.

A. Updated Developer Fee Program for the Benefit of the Consolidated Fire Protection District of Los Angeles County

Recommended Action: 1) Conduct the public hearing; and 2) Adopt Resolution No. 26-24, adopting the updated developer fee and fire station program for the benefit of the consolidated fire protection district of Los Angeles County and rescinding Resolution No. 25-15.

Staff Contact: Community Development Director Bundy, 456-2489, ext. 229

B. Amendment to Parking Fine Schedule

Recommended Action: 1) Conduct the Public Hearing; and 2) Adopt Resolution No. 26-25 amending the City's Schedule of Parking Citation Penalties, rescinding Resolution No. 24-55, and finding the action to be exempt from the California Environmental Quality Act.

Staff Contact: Public Safety Director Dueñas, 456-2489, ext. 313

6. Old Business

Old Business items have appeared on previous agendas with no final action having been taken.

A. Professional Services Agreement with Blue Line Solutions – CA, LLC

Recommended Action: Authorize the Mayor to execute a Professional Services Agreement with Blue Line Solutions-CA, LLC (Blue Line) to implement and operate a Speed Safety Camera System Pilot Program for an approximately six-year term including five years of camera operations.

Staff Contact: Interim Public Works Director Holden, 456-2489, ext. 338

7. New Business

New Business items are appearing for the first time for formal action.

A. Building Board of Appeals

Recommended Action: 1) Receive and file this report as an education item; and 2) Provide direction to staff, if appropriate.

Staff Contact: Community Development Director Bundy, 456-2489, ext. 229

8. Council Items

City Council Items are items, which individual members of the City Council may bring up for action, to propose future agenda items or to suggest future staff assignments.

None.

Adjournment

Future Regular Meetings

Tuesday, May 26, 2026	5:30 p.m.	Regular City Council Meeting	City Hall Council Chambers
Monday, June 8, 2026	5:30 p.m.	Regular City Council Meeting	City Hall Council Chambers
Monday, June 22, 2026	5:30 p.m.	Regular City Council Meeting	City Hall Council Chambers

Guide to the City Council Proceedings and Decorum

Public Communications: Each speaker is limited to three (3) minutes. Members of the public may speak during the meeting in-person or through the Zoom application, although it is strongly recommended that those who wish to participate do so in person. While the City intends to allow zoom participation, the meeting will not be cancelled or continued if technical difficulties impact the ability to accept public comment over Zoom. In order to participate remotely, you must be present in the Zoom Webinar during the item that you would like to speak on and use the Raise Hand feature to request to speak when the Mayor calls the item. In order to participate in-person, each speaker must complete and submit to the Recording Secretary a Request to Speak form *prior* to the beginning of the item being announced by the Mayor. In-person participants may surrender their time by deferring one (1) minute to another in-person speaker, not to exceed a total of eight (8) minutes. The speaker wishing to defer time must be present when the item is heard and their form must be submitted with the speaker form for the individual they are deferring time to. Speakers are taken in the order slips are submitted or hands are raised.

On specific agenda items Councilmembers may question any person addressing the City Council at the conclusion of all public testimony on that agenda item before the Council. Councilmembers shall not engage any member of the public in a dialogue with themselves other Councilmembers, city staff or other members of the public.

Role of the Presiding Officer: The presiding officer of the City Council, who shall be the Mayor, shall be responsible for maintaining the order and decorum of meetings. It shall be the duty of the presiding officer to ensure that these rules of procedure and decorum are followed at all times. The presiding officer shall maintain control of communication between Councilmembers, between the Council and the public, and chair each meeting in a fair and impartial manner. It shall be the duty of each Councilmember to support the presiding officer in maintaining the order and decorum of Council meetings.

Members of the Audience: Members of the audience shall not engage in disorderly or boisterous conduct, including clapping, whistling, stamping of feet, or other acts which disturb, disrupt, impede or otherwise disturb the orderly conduct of the City Council meeting. Persons addressing the City Council shall not engage in disorderly conduct which disrupts, or otherwise impedes the orderly conduct or Council meetings. Any person who so disrupts a Council meeting may, at the discretion of the presiding officer or a majority of the City Council, be subject to ejection from that meeting.

No new items will be taken-up after 10:30 p.m. without a two-thirds vote of the City Council.

City Council meetings are aired live and replayed on City of Malibu Government Access Channel 3 and are available on demand on the City's website at www.malibucity.org/video. Copies of the staff reports or other written documentation relating to each item of business described above are on file in the office of the City Clerk, Malibu City Hall, 23825 Stuart Ranch Road, Malibu, California, and are available for public inspection during regular office hours, which are 7:30 a.m. to 5:30 p.m. Monday through Thursday and 7:30 a.m. to 4:30 p.m. Friday. Written materials distributed to the City Council within 72 hours of the City Council meeting are available for public inspection immediately upon distribution in the City Clerk's office at 23825 Stuart Ranch Road, Malibu, California (Government Code Section 54957.5.b.2). Copies of staff reports and written materials may be purchased for $0.10 per page.

The City Hall phone number is (310) 456-2489. To contact City Hall using a telecommunication device for the deaf (TDD), please call (800) 735-2929 and a California Relay Service operator will assist you. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact Community Development Director Yolanda Bundy, (310) 456-2489, ext. 229. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. [28 CFR 35.102-35.104 ADD Title II].

Requests to show an audio or video presentation during a Council meeting should be directed to the Media Team at media@malibucity.org. Material must be submitted by 12:00 p.m. on the meeting day.

I hereby certify under penalty of perjury, under the laws of the State of California that the foregoing agenda was posted in accordance with the applicable legal requirements. Regular and Adjourned Regular meeting agendas may be amended up to 72 hours in advance of the meeting. Dated this 7th day of May 2026 at 5:30 p.m.

Kelsey Pettijohn, City Clerk

City Council Meeting
05-11-26
Item 1.A.1.

Council Agenda Report

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

Prepared by: Kelsey Pettijohn, City Clerk

Approved by: Joseph D. Irvin, City Manager

Date prepared: April 30, 2026 Meeting date: May 11, 2026

Subject: Second Reading and Adoption of Ordinance No. 534

RECOMMENDED ACTION: Conduct second reading, unless waived, and adopt Ordinance No. 534, approving Zoning Text Amendment (ZTA) No. 26-001 to amend Title 17 (Zoning) of the Malibu Municipal Code (MMC) to modify standards and procedures related to Temporary Use Permits (TUP) and Sign Permits (SP), and finding the action exempt from the California Environmental Quality Act

FISCAL IMPACT: There is no fiscal impact associated with the recommended action.

DISCUSSION: On April 27, 2026, the Council introduced on first reading Ordinance No. 534.

ATTACHMENTS: Ordinance No. 534

ORDINANCE NO. 534

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MALIBU APPROVING ZONING TEXT AMENDMENT NO. 26-001 TO AMEND TITLE 17 OF THE MALIBU MUNICIPAL CODE MODIFYING STANDARDS AND PROCEDURES RELATED TO TEMPORARY USE PERMITS AND SIGN PERMITS AND FINDING THE ACTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

The City Council of the City of Malibu does ordain as follows:

SECTION 1. Recitals.

A. On January 7, 2025, the Palisades Fire broke out affecting close to one-third of Malibu geographically and closing Pacific Coast Highway (PCH), a main throughfare, to the general public. PCH was closed from the eastern City limit to the Carbon Beach area affecting visitors coming from the greater Los Angeles area from the date of the fire through Memorial Day weekend 2025. The Governor of California has declared the event a State of Emergency and the President of the United States has declared the event a Federal Emergency.

B. On May 8, 2025, a Notice of Planning Commission Public Hearing was published in a newspaper of general circulation within the City of Malibu and mailed to interested parties.

C. On May 15, 2025, a Notice of City Council Public Hearing was published in a newspaper of general circulation within the City of Malibu and mailed to interested parties.

D. On May 21, 2025, the City Council adopted Resolution No. 25-23 to: 1) initiate a Zoning Text Amendment (ZTA) to consider changes to Title 17 (Zoning) of the Malibu Municipal Code (MMC) to stimulate economic recovery for local businesses as a result of impacts from the 2025 Palisades Fire, specifically related to Temporary Use Permits and Sign Permits; 2) Bypass the Zoning Ordinance Revisions and Code Enforcement Subcommittee (ZORACES); and 3) Direct the Planning Commission to schedule a public hearing regarding the same.

E. On June 2, 2025 the Planning Commission held a duly noticed public hearing on the proposed amendments, ZTA No. 25-002, reviewed and considered the agenda report, reviewed and considered written reports, public testimony, and other information in the record. The Planning Commission adopted Planning Commission Resolution No. 25-59 and provided a recommendation to the City Council.

F. On June 23, 2025, the item was continued to the July 14, 2025 City Council meeting.

G. On July 14, 2025, the City Council held a duly noticed public hearing on the proposed amendments ZTA No. 25-002, reviewed and considered the agenda report, reviewed and considered written reports, public testimony, and other information in the record. The City Council directed staff to set a second reading for adoption of Ordinance No. 526, approving ZTA No. 25-

002. The City Council adopted an Urgency Ordinance, Ordinance No. 526U, to immediately initiate economic recovery for businesses affected by the 2025 Palisades Fire.

H. On August 11, 2025 the City Council took public comment, reviewed and considered the agenda report and written reports, public testimony and other information in the record, and directed staff to return with additional revisions to the ordinance.

I. On August 25, 2025 the City Council took public comment, reviewed and considered the agenda report and written reports, public testimony and other information in the record, and conducted an additional first reading and introduction of the Ordinance and directed staff to set Ordinance No. 526, approving ZTA No. 25-002, for second reading and adoption.

J. On September 8, 2025, the City Council held a duly noticed public hearing on the proposed amendments ZTA No. 25-002, reviewed and considered the agenda report, reviewed and considered written reports, public testimony, and other information in the record. The City Council approved on second reading Ordinance No. 526, approving ZTA No. 25-002.

K. On February 9, 2026, the City Council adopted Resolution No. 26-06 initiating a Zoning Text Amendment (ZTA) to Title 17 (Zoning) of the Malibu Municipal Code (MMC) related to TUP and Sign Permit regulations, bypassing the Zoning Ordinance Revisions and Code Enforcement Subcommittee (ZORACES) review; and directing the Planning Commission to schedule a public hearing regarding the same.

L. On March 16, 2026 the Planning Commission held a duly noticed public hearing on the proposed amendments, ZTA No. 26-001, reviewed and considered the agenda report, reviewed and considered written reports, public testimony, and other information in the record. The Planning Commission adopted Planning Commission Resolution No. 26-13 and provided a recommendation to the City Council.

M. On April 27, 2026 the City Council held a duly noticed public hearing on the proposed amendments ZTA No. 26-001, reviewed and considered the agenda report, reviewed and considered written reports, public testimony, and other information in the record. The City Council conducted a first reading and introduction of the Ordinance and directed staff to set a second reading for adoption of Ordinance No. 534, approving ZTA No. 26-001.

SECTION 2. Environmental Review.

The City Council has analyzed the project proposal described herein and finds it to be exempt from the California Environmental Quality Act (CEQA). CEQA applies only to projects which have the potential for causing a significant effect on the environment. Pursuant to CEQA Guidelines Section 15061(b)(3), where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The City Council has determined that there is no possibility the amendment will have a significant effect on the environment and accordingly, the exemption set forth in Section 15061(b)(3) applies. The amendments to the MMC will not have a significant effect on the

environment as they provide only temporary relief from some current permitting requirements, and still require individual review, conditions, and CEQA review for all events. In addition, the changes do not excuse compliance with the Coastal Act which provides additional protection of the environment and sensitive coastal resources. All of the temporary uses allowed by the proposed ordinance will be required to be restored to its existing state and each event will still require compliance with CEQA individually, as well as the California Coastal Act.

SECTION 3. Zoning Text Amendment Findings.

Pursuant to Malibu Municipal Code Section 17.74.040, the City Council hereby makes the following findings:

A. The subject zoning text amendment is consistent with the objectives, policies, general land uses and programs specified in the General Plan. The proposed amendment serves to enhance the Malibu General Plan Mission Statement, protect public safety and preserve Malibu's natural and cultural resources.

B. The City Council held a public hearing, reviewed the subject zoning text amendment application for compliance with the City of Malibu General Plan, Malibu Municipal Code and the Malibu Local Coastal Program, and finds that the zoning text amendment is consistent and recommends approval.

SECTION 4. Zoning Text Amendment No. 25-002, Amendments to the MMC.

The City Council hereby amends Title 17 - Zoning in the MMC as follows:

A. Amend Section 17.68.040(C) (Temporary uses requiring permit) to read as follows:

C. Seasonal activities including but not limited to Christmas tree and pumpkin sales lots and temporary holiday structures provided such activity shall be permitted for a period not to exceed 40 consecutive calendar days;

B. Amend Section 17.68.060(F) (Findings) and add Section (H) to read as follows:

F. That the event (excluding four days for additional set-up or takedown activities) shall not exceed a total of 14 consecutive calendar days, unless allowed by Section 17.62.040 above, and that the proposed site has not been used for temporary uses for more than 60 calendar days within any one calendar year; and

H. That the event authorized by the subject TUP (held on consecutive or non-consecutive days) promotes the same activity (i.e., movie night, summer concert, or holiday), to prevent a variety of unrelated events bundled into one TUP.

C. Amend Section 17.68.090 (Temporary use permit requirements related to impacts from the 2025 Palisades Fire) to read as follows:

To aid recovery from the 2025 Palisades Fire, Temporary uses will be allowed for events specified in Section 17.68.040 with 250 or fewer attendees on commercially and institutionally zoned parcels from June 23, 2025, through May 31, 2027, subject to the following procedures and requirements. These provisions do not supersede the requirements of the City's Local Coastal Program. Only one event permitted under this Section is allowed at a time. This section shall not apply to events with more than 250 persons.

SECTION 5. Effective Date.

The ZTA sections referenced in Section 4 of this ordinance shall become effective 30 days following adoption by the City Council.

SECTION 6. Severability.

Should any section, subsection, clause, or provision of this Ordinance for any reason be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality or the remaining portions of this Ordinance; it being hereby expressly declared and this Ordinance, and each section, subsection, sentence, clause, and phrase hereof would have been prepared, proposed, approved, and ratified irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phases be declared invalid or unconstitutional.

SECTION 7. Certification.

The City Clerk shall certify to the passage and adoption of this Ordinance.

PASSED, APPROVED, and ADOPTED this _____ day of _____ 2026.

_____
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

Docusign Envelope ID: 7E3B7CC5-E564-886F-80AB-8B83444794E7

City Council Meeting
5-11-26
Item
1.B.2.

WARRANT REGISTER NO. 789

On May 11, 2026, the Malibu City Council allowed and approved warrant demand numbers 78848-78920 from the General Fund. The City Manager is hereby directed to pay out the funds named hereon to each of the claimants listed, the amount appearing opposite their name for the purpose stated on the respective demands, making a total of $574,131.50. City of Malibu payroll check numbers 5576-5578 and ACH deposits were issued in the amount of $801,113.24.

PASSED, APPROVED and ADOPTED this 11th day of May 2026.

_____
Bruce Silverstein
Mayor

ATTEST:

_____
Kelsey Pettijohn
City Clerk

CERTIFICATE

In accordance with Government Code Sections 37202 and Malibu Municipal Code 3.08.050, I hereby certify that: (1) the claims or demands set forth in the warrant register(s) listed below and attached hereto and incorporated herein by this reference in the aggregate amount of $1,375,244.74 have been audited as to their accuracy; and (2) sufficient funds have been appropriated by the City Council and are available for the payment thereof.

EXECUTED this 30th day of April 2026, AT MALIBU, CALIFORNIA

Signed by:
Joseph Irvin
F849C5C36AED48F...

Joseph D. Irvin
City Manager

Docusign Envelope ID: 7E3B7CC5-E564-886F-80AB-8B83444794E7

Accounts Payable

Checks by Date - Summary by Check Number

User: craspe
Printed: 4/28/2026 5:34 PM

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
78848	13STARS	13 STARS MEDIA	04/16/2026	0.00	1,205.62
78849	4LEAF	4LEAF INC	04/16/2026	0.00	38,990.00
78850	CASSWCON	CASSWELL CONSULTING INC	04/16/2026	0.00	16,515.00
78851	CIVICSO	CIVIC SOLUTIONS INC	04/16/2026	0.00	25,388.75
78852	CJBIOMON	COURTNEY JEAN MCCAMMON	04/16/2026	0.00	12,502.00
78853	COASTALW	CALIFORNIA COASTAL WORKS LLC	04/16/2026	0.00	23,500.00
78854	COTTON	COTTON SHIRES & ASSOCIATES INC	04/16/2026	0.00	6,181.75
78855	CRPRINT	EARTH PRINT INC	04/16/2026	0.00	2,233.27
78856	CSGCON	CSG CONSULTANTS INC	04/16/2026	0.00	6,880.00
78857	DEPTCON	DEPT OF CONSERVATION	04/16/2026	0.00	7,701.83
78858	FRONTIER	FRONTIER CALIFORNIA INC	04/16/2026	0.00	1,809.50
78859	iRIS	LORRIE FEINBERG	04/16/2026	0.00	3,992.50
78860	LEZAMAJ	JOSEPH LEZAMA	04/16/2026	0.00	206.10
78861	SEKMAR	MARINA SEK	04/16/2026	0.00	40,258.00
78862	SOLIDWA	SOLID WASTE SOLUTIONS INC	04/16/2026	0.00	11,757.20
78863	SPECTRUM	CHARTER COMMUNICATIONS HOLDI	04/16/2026	0.00	4,568.59
78864	TETRATE	TETRA TECH INC	04/16/2026	0.00	93,411.65
78865	VERIZONW	VERIZON WIRELESS SERVICES LLC	04/16/2026	0.00	6,852.57
78866	XEROXFIN	XEROX CORPORATION	04/16/2026	0.00	210.03
78867	ATHENIAN	ATHENIAN GROUP LLC	04/23/2026	0.00	45,000.00
78868	CJBIOMON	COURTNEY JEAN MCCAMMON	04/23/2026	0.00	15,679.50
78869	LACOANI	LA CO ANIMAL CARE & CONTROL	04/23/2026	0.00	5,497.64
78870	13STARS	13 STARS MEDIA	04/23/2026	0.00	268.00
78871	AMERGLOE	AMERICAN GLOBAL SECURITY INC	04/23/2026	0.00	18,446.16
78872	ASTLIS	LISA ASTUDILLO	04/23/2026	0.00	220.00
78873	BALCHR	CHRISTINE BALDWIN	04/23/2026	0.00	25.00
78874	BURNS	BURNS PACIFIC CONSTRUCTION INC	04/23/2026	0.00	5,318.63
78875	BUSJUL	JULIA BUSH	04/23/2026	0.00	200.00
78876	CAMHEL	HELEN H CAMPANELLA	04/23/2026	0.00	200.00
78877	CASGAY	GAYLENE CASCIONE	04/23/2026	0.00	200.00
78878	CHICAY	CAYSIE CHIPMAN	04/23/2026	0.00	25.00
78879	COHBEN	BENJAMIN COHEN	04/23/2026	0.00	175.00
78880	CONVAL	CONEJO VALLEY YOUTH SPORTS LLC	04/23/2026	0.00	200.00
78881	COOPERM	MARSHA COOPER	04/23/2026	0.00	715.00
78882	DANESHJ	JACKLINE DANESHRAD	04/23/2026	0.00	845.00
78883	EBEMAR	MARLIES EBENSTEIN	04/23/2026	0.00	45.00
78884	ENHANCE2	ENHANCED LANDSCAPE MANAGEMI	04/23/2026	0.00	1,700.00
78885	FERCANOL	LAURA DEMIERI FERCANO	04/23/2026	0.00	450.00
78886	FORERI	ERIK FORD	04/23/2026	0.00	195.00
78887	GARLAU	LAUREN GARCIA	04/23/2026	0.00	100.00
78888	GIINDUS	GI INDUSTRIES	04/23/2026	0.00	4,556.14
78889	GREELI	ELIZABETH GRETHER	04/23/2026	0.00	175.00
78890	JENNTOM	TOM JENNINGS	04/23/2026	0.00	350.00
78891	JOSRIC	RICHARD B JOSWICK	04/23/2026	0.00	500.00
78892	LACOWAT	LA CO MALIBU TREASURER-WATERW	04/23/2026	0.00	3,946.39
78893	LAWSONS	SKYLAR J LAWSON	04/23/2026	0.00	2,205.00
78894	LEMMOR	RICHARD LEMMO	04/23/2026	0.00	200.00

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Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
78895	LITBIG	JOHANNES M POUW	04/23/2026	0.00	200.00
78896	MANKAT	KATE MANISCO	04/23/2026	0.00	140.65
78897	MANMIC	MICHAEL ANTHONY MANFREDO	04/23/2026	0.00	540.00
78898	MERRICKJ	JUDY MERRICK	04/23/2026	0.00	160.00
78899	MMARLINS	MALIBU MARLINS SWIM CLUB	04/23/2026	0.00	4,392.50
78900	MOSSER	MOSSER PLUMBING & HEATING INC	04/23/2026	0.00	300.00
78901	MRISVE	SVETLANA MRIL	04/23/2026	0.00	250.00
78902	PEAHUN	HUNTER BLAZE PEARSON	04/23/2026	0.00	1,400.00
78903	REDJON	JONATHAN REDDING	04/23/2026	0.00	100.00
78904	RICHKYR	KYRRA RICHARDS	04/23/2026	0.00	175.00
78905	ROMJ	JOHN ROM	04/23/2026	0.00	1,019.00
78906	ROSENSHE	SHEILA ROSENTHAL	04/23/2026	0.00	360.00
78907	ROUNDSTA	ROUND STAR WEST LLC	04/23/2026	0.00	882.50
78908	RPBARRI	R P BARRICADE INC	04/23/2026	0.00	5,600.75
78909	RTW	RTW MANAGEMENT	04/23/2026	0.00	46,982.00
78910	TOTALGRA	BRIAN SHORE	04/23/2026	0.00	548.20
78911	VALPARK	VALET PARKING PROS LLC	04/23/2026	0.00	825.00
78912	WAXIE	WAXIE ENTERPRISES LLC	04/23/2026	0.00	564.38
78913	AETNA	HEALTH AND HUMAN RESOURCE CEI	04/23/2026	0.00	186.26
78914	AFLAC	AFLAC-AMERICAN FAMILY LIFE ASSI	04/23/2026	0.00	958.74
78915	BlueShie	BLUE SHIELD OF CALIFORNIA	04/23/2026	0.00	1,739.70
78916	DELTADE	DELTA DENTAL OF CALIFORNIA	04/23/2026	0.00	9,874.60
78917	STANDARD	STANDARD INSURANCE COMPANY N	04/23/2026	0.00	11,067.07
78918	STANDARD	STANDARD INSURANCE COMPANY N	04/23/2026	0.00	328.08
78919	USBANK2	US BANK	04/23/2026	0.00	839.54
78920	USBANK	US BANK	04/28/2026	0.00	73,095.71
			Report Total (73 checks):	0.00	574,131.50

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Accounts Payable

Transactions by Account

User: craspe
Printed: 04/28/2026 - 5:42PM
Batch: 00000.00.0000

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
100-0000-2021-00	BLUE SHIELD OF CALIFORNIA	PR 23.04.2026 Vision Care-Cobra-Alt	04/23/2026	78915	9.68	
100-0000-2021-00	BLUE SHIELD OF CALIFORNIA	PR 23.04.2026 Vision Care-Cobra-Pac	04/23/2026	78915	28.53	
100-0000-2021-00	BLUE SHIELD OF CALIFORNIA	PR 23.04.2026 Vision Care-Cobra-Arr	04/23/2026	78915	9.68	
100-0000-2021-00	BLUE SHIELD OF CALIFORNIA	PR 23.04.2026 Vision Care-Cobra-Mc	04/23/2026	78915	28.53	
100-0000-2021-00	BLUE SHIELD OF CALIFORNIA	PR 23.04.2026 Vision Care-Cobra-Esp	04/23/2026	78915	28.53	
100-0000-2021-00	BLUE SHIELD OF CALIFORNIA	PR 23.04.2026 Vision Care-Cobra-Wo	04/23/2026	78915	9.68	
100-0000-2021-00	BLUE SHIELD OF CALIFORNIA	PR 23.04.2026 Vision Care-Cobra-Du	04/23/2026	78915	9.68	
		Vendor Subtotal:			124.31	
100-0000-2021-00	DELTA DENTAL OF CALIFORNIA	PR 23.04.2026 Dental Insur-Cobra-Mc	04/23/2026	78916	157.75	
100-0000-2021-00	DELTA DENTAL OF CALIFORNIA	PR 23.04.2026 Dental Insur-Cobra-Al	04/23/2026	78916	50.06	
100-0000-2021-00	DELTA DENTAL OF CALIFORNIA	PR 23.04.2026 Dental Insur-Cobra-Es	04/23/2026	78916	157.75	
100-0000-2021-00	DELTA DENTAL OF CALIFORNIA	PR 23.04.2026 Dental Insur-Cobra-Du	04/23/2026	78916	50.06	
100-0000-2021-00	DELTA DENTAL OF CALIFORNIA	PR 23.04.2026 Dental Insur-Cobra-Ar	04/23/2026	78916	50.06	
100-0000-2021-00	DELTA DENTAL OF CALIFORNIA	PR 23.04.2026 Dental Insur-Cobra-Wc	04/23/2026	78916	50.06	
100-0000-2021-00	DELTA DENTAL OF CALIFORNIA	PR 23.04.2026 Dental Insur-Cobra-Wc	04/23/2026	78916	50.06	
100-0000-2021-00	DELTA DENTAL OF CALIFORNIA	PR 23.04.2026 Dental Insur-Cobra-Sal	04/23/2026	78916	157.75	
100-0000-2021-00	DELTA DENTAL OF CALIFORNIA	PR 23.04.2026 Dental Insur-Cobra-Pa	04/23/2026	78916	157.75	
		Vendor Subtotal:			881.30	
100-0000-3467-00	ERIK FORD	Ref - Improv Camp 4/7 - 4/9/26	04/23/2026	78886	195.00	
		Vendor Subtotal:			195.00	
100-0000-3468-00	MARLIES EBENSTEIN	Ref - Sr. Excursion Pasadena Food To	04/23/2026	78883	45.00	
		Vendor Subtotal:			45.00	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
100-0000-3470-00	CHRISTINE BALDWIN	Ref - T-Ball 4/14/26	04/23/2026	78873	25.00	
			Vendor Subtotal:		25.00	
100-0000-3470-00	CAYSIE CHIPMAN	Ref - T-Ball 4/14/26	04/23/2026	78878	25.00	
			Vendor Subtotal:		25.00	
100-0000-3470-00	BENJAMIN COHEN	Ref - Art Adventures 4/14 -5/26/26	04/23/2026	78879	175.00	
			Vendor Subtotal:		175.00	
100-0000-3470-00	ELIZABETH GRETHER	Ref - Art Adventures 3/14 - 5/26/26	04/23/2026	78889	175.00	
			Vendor Subtotal:		175.00	
100-0000-3470-00	TOM JENNINGS	Ref - Improv Class 4/15 - 5/27/26	04/23/2026	78890	175.00	
100-0000-3470-00	TOM JENNINGS	Ref - Improv Class 4/15 - 5/27/26	04/23/2026	78890	175.00	
			Vendor Subtotal:		350.00	
100-0000-3470-00	KYRRA RICHARDS	Ref - Art Adventures 4/14 - 5/26/26	04/23/2026	78904	175.00	
			Vendor Subtotal:		175.00	
100-3001-4209-00	STANDARD INSURANCE COMPA	PR 23.04.2026 STD/LTD	04/23/2026	78917	27.31	
			Vendor Subtotal:		27.31	
100-3001-5725-00	GI INDUSTRIES	Garbage - Bus Stop/Cross Creek - Apr	04/23/2026	78888	2,648.25	
			Vendor Subtotal:		2,648.25	
100-3001-6160-00	US BANK	PW-9462 Amazon - Office Supplies	04/28/2026	78920	30.84	
			Vendor Subtotal:		30.84	
100-3008-4101-00	BLUE SHIELD OF CALIFORNIA	PR 26.02.2026 Vision Care-Carter-Fel	04/23/2026	78915	-9.68	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			-9.68	
100-3008-4101-00	DELTA DENTAL OF CALIFORNIA	PR 26.02.2026 Dental Insur-Carter-Fe	04/23/2026	78916	-50.06	
		Vendor Subtotal:			-50.06	
100-3008-4203-00	BLUE SHIELD OF CALIFORNIA	PR 26.02.2026 Vision Care-Carter-Fel	04/23/2026	78915	9.68	
		Vendor Subtotal:			9.68	
100-3008-4204-00	DELTA DENTAL OF CALIFORNIA	PR 26.02.2026 Dental Insur-Carter-Fe	04/23/2026	78916	50.06	
		Vendor Subtotal:			50.06	
100-3008-4209-00	STANDARD INSURANCE COMPA	PR 23.04.2026 STD/LTD	04/23/2026	78917	69.92	
		Vendor Subtotal:			69.92	
100-3008-5300-00	US BANK	PW-9462 '26 PW Expo - T. Holden/J.	04/28/2026	78920	360.00	
		Vendor Subtotal:			360.00	
100-3008-6400-00	US BANK	PW-3834 Cardigans - PW Uniforms	04/28/2026	78920	971.90	
		Vendor Subtotal:			971.90	
100-4001-4203-00	BLUE SHIELD OF CALIFORNIA	PR 23.04.2026 Vision Care-Bosquez-A	04/23/2026	78915	9.68	
100-4001-4203-00	BLUE SHIELD OF CALIFORNIA	PR 23.04.2026 Vision Care-Winkler-M	04/23/2026	78915	-17.30	
		Vendor Subtotal:			-7.62	
100-4001-4209-00	STANDARD INSURANCE COMPA	PR 23.04.2026 STD/LTD	04/23/2026	78917	62.00	
		Vendor Subtotal:			62.00	
100-4001-4213-00	HEALTH AND HUMAN RESOUR(	PR 23.04.2026 Employee Assistance-(	04/23/2026	78913	1.39	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			1.39	
100-4001-5107-00	US BANK	CS-1673 Riz Transportation - Bluffs L	04/28/2026	78920	1,062.50	
		Vendor Subtotal:			1,062.50	
100-4001-5300-00	US BANK	CS-6305 HeartCPR - First Aid/CPR Ti	04/28/2026	78920	59.00	
100-4001-5300-00	US BANK	CS-4743 Rec Staff - CPRS Conferenc	04/28/2026	78920	1,418.14	
		Vendor Subtotal:			1,477.14	
100-4001-5340-00	KATE MANISCO	Reimb - Long Beach Convention/El M	04/23/2026	78896	140.65	
		Vendor Subtotal:			140.65	
100-4001-5401-00	13 STARS MEDIA	Ad - Jake. K Award 3/19/26	04/16/2026	78848	268.00	
		Vendor Subtotal:			268.00	
100-4001-6160-00	US BANK	CS-6305 Amazon - Parks Supplies	04/28/2026	78920	98.48	
		Vendor Subtotal:			98.48	
100-4002-4209-00	STANDARD INSURANCE COMPA	PR 23.04.2026 STD/LTD	04/23/2026	78917	12.95	
		Vendor Subtotal:			12.95	
100-4002-4213-00	HEALTH AND HUMAN RESOUR(	PR 23.04.2026 Employee Assistance-(	04/23/2026	78913	1.39	
		Vendor Subtotal:			1.39	
100-4002-5107-00	MALIBU MARLINS SWIM CLUB	Marlins Swim Team 3/3 - 4/4/26	04/23/2026	78899	4,392.50	
		Vendor Subtotal:			4,392.50	
100-4002-5300-00	US BANK	CS-6305 Paypal/Mandated Reporter -	04/28/2026	78920	378.98	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			378.98	
100-4002-6160-00	US BANK	CS-6305 Amazon - Aquatics Supplies	04/28/2026	78920	25.32	
		Vendor Subtotal:			25.32	
100-4003-5721-00	US BANK	CS-1673 Satellite Phone Store - Charn	04/28/2026	78920	72.79	
		Vendor Subtotal:			72.79	
100-4004-5107-00	SKYLAR J LAWSON	Instructor - Aspects Surf Academy 3/3	04/23/2026	78893	2,205.00	
		Vendor Subtotal:			2,205.00	
100-4004-5107-00	JOHN ROM	Instructor - Tennis Camp 4/7 - 4/9/26	04/23/2026	78905	819.00	
		Vendor Subtotal:			819.00	
100-4004-5107-00	ROUND STAR WEST LLC	Instructor - Soccer Camp 3/31 - 4/2/26	04/23/2026	78907	682.50	
		Vendor Subtotal:			682.50	
100-4004-6160-00	US BANK	CS-4743 LA County - Spr/Summ '26 S	04/28/2026	78920	5,949.50	
		Vendor Subtotal:			5,949.50	
100-4006-4209-00	STANDARD INSURANCE COMPA	PR 23.04.2026 STD/LTD	04/23/2026	78917	5.12	
		Vendor Subtotal:			5.12	
100-4007-4209-00	STANDARD INSURANCE COMPA	PR 23.04.2026 STD/LTD	04/23/2026	78917	7.34	
		Vendor Subtotal:			7.34	
100-4007-5107-00	SVETLANA MRIL	Instructor - Dutch Paint Pour 4/11/26	04/23/2026	78901	250.00	
		Vendor Subtotal:			250.00	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
100-4007-5300-00	US BANK	CS-4743 Alfreds - Boys & Girls Club	04/28/2026	78920	32.40	
		Vendor Subtotal:			32.40	
100-4007-5401-00	US BANK	CS-4743 Peach Jar - Afterschool Prog	04/28/2026	78920	50.00	
		Vendor Subtotal:			50.00	
100-4007-6160-00	US BANK	CS-4743 Amazon - Office Supplies	04/28/2026	78920	28.62	
100-4007-6160-00	US BANK	CS-1563 Amazon - Friday Film Renta	04/28/2026	78920	3.99	
		Vendor Subtotal:			32.61	
100-4008-4209-00	STANDARD INSURANCE COMPA	PR 23.04.2026 STD/LTD	04/23/2026	78917	5.12	
		Vendor Subtotal:			5.12	
100-4008-5107-00	LISA ASTUDILLO	Instructor - Soul Line Dancing - Mar '2	04/23/2026	78872	220.00	
		Vendor Subtotal:			220.00	
100-4008-5107-00	HELEN H CAMPANELLA	Instructor - Painting with Helen - Mar	04/23/2026	78876	200.00	
		Vendor Subtotal:			200.00	
100-4008-5107-00	MARSHA COOPER	Instructor - Stretch & Strength - Mar '2	04/23/2026	78881	715.00	
		Vendor Subtotal:			715.00	
100-4008-5107-00	JACKLINE DANESHRAD	Instructor - Cardio Salsa - Mar '26	04/23/2026	78882	845.00	
		Vendor Subtotal:			845.00	
100-4008-5107-00	LAURA DEMIERI FERCANO	Instructor - Choir - Mar '26	04/23/2026	78885	450.00	
		Vendor Subtotal:			450.00	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
100-4008-5107-00	RICHARD B JOSWICK	Entertainment - Sr. Luncheon 4/23/26	04/23/2026	78891	500.00	
		Vendor Subtotal:			500.00	
100-4008-5107-00	MICHAEL ANTHONY MANFRED(	Instructor - Yoga - Mar '26	04/23/2026	78897	540.00	
		Vendor Subtotal:			540.00	
100-4008-5107-00	JUDY MERRICK	Instructor - Relax Through Coloring -	04/23/2026	78898	160.00	
		Vendor Subtotal:			160.00	
100-4008-5107-00	SHEILA ROSENTHAL	Instructor - Knitting - Mar '26	04/23/2026	78906	360.00	
		Vendor Subtotal:			360.00	
100-4008-5300-00	US BANK	CS-1563 AllCPR - CPR/AED Training	04/28/2026	78920	79.00	
		Vendor Subtotal:			79.00	
100-4008-6160-00	US BANK	CS-1563 Sheet Music - Sr Choir	04/28/2026	78920	158.80	
100-4008-6160-00	US BANK	CS-1563 Sr Center Supplies	04/28/2026	78920	824.00	
		Vendor Subtotal:			982.80	
100-4008-6175-00	VALET PARKING PROS LLC	Sr Excursion - Downtown Ojai 4/22/2	04/23/2026	78911	825.00	
		Vendor Subtotal:			825.00	
100-4010-4203-00	BLUE SHIELD OF CALIFORNIA	PR 23.04.2026 Vision Care-Belter-Ma	04/23/2026	78915	-11.23	
		Vendor Subtotal:			-11.23	
100-4010-4209-00	STANDARD INSURANCE COMPA	PR 23.04.2026 STD/LTD	04/23/2026	78917	17.26	
		Vendor Subtotal:			17.26	
100-4010-4213-00	HEALTH AND HUMAN RESOUR(	PR 23.04.2026 Employee Assistance-I	04/23/2026	78913	1.39	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			1.39	
100-4010-5100-00	AMERICAN GLOBAL SECURITY	Bluffs - Security Svcs 3/29 - 4/4/26	04/23/2026	78871	1,639.20	000004128
100-4010-5100-00	AMERICAN GLOBAL SECURITY	Bluffs - Security Svcs 3/22 - 3/28/26	04/23/2026	78871	2,294.88	000004128
		Vendor Subtotal:			3,934.08	
100-4010-5121-00	ENHANCED LANDSCAPE MANA	Malibu Cyn Median - Tree Limb Rem	04/23/2026	78884	850.00	
		Vendor Subtotal:			850.00	
100-4010-5130-00	BURNS PACIFIC CONSTRUCTIOI	Bluffs - Telescope Removal and Instal	04/23/2026	78874	5,318.63	
		Vendor Subtotal:			5,318.63	
100-4010-5130-00	ENHANCED LANDSCAPE MANA	Charmlee - Tree Removal	04/23/2026	78884	850.00	
		Vendor Subtotal:			850.00	
100-4010-5610-00	MOSSER PLUMBING & HEATINC	Trancas - Monthly Septic Maint - Mar	04/23/2026	78900	300.00	
		Vendor Subtotal:			300.00	
100-4010-5610-00	US BANK	CS-2481 Zoro.com - Bluffs Park Restr	04/28/2026	78920	673.81	
		Vendor Subtotal:			673.81	
100-4010-5723-00	LA CO MALIBU TREASURER-WA	Water - Charmlee Park 1/15-3/18/26 A	04/23/2026	78892	682.48	
100-4010-5723-00	LA CO MALIBU TREASURER-WA	Water - Irrigation Broad Beach 1/20-3/	04/23/2026	78892	104.22	
100-4010-5723-00	LA CO MALIBU TREASURER-WA	Water - Irrigation Trancas 1/15-3/18/2(	04/23/2026	78892	3,159.69	
		Vendor Subtotal:			3,946.39	
100-4010-5725-00	GI INDUSTRIES	Garbage - Charmlee Park - Apr '26	04/23/2026	78888	273.09	
100-4010-5725-00	GI INDUSTRIES	Garbage - Bluffs/Equestrian - Apr '26	04/23/2026	78888	1,239.63	
		Vendor Subtotal:			1,512.72	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
100-4010-6160-00	US BANK	CS-1673 Anawalt - Bluffs Park Faucet	04/28/2026	78920	13.22	
100-4010-6160-00	US BANK	CS-2481 Home Depot/Chevron - Mair	04/28/2026	78920	561.15	
		Vendor Subtotal:			574.37	
100-4010-6160-00	WAXIE ENTERPRISES LLC	Bluffs/MLC - Restroom Supplies	04/23/2026	78912	166.93	
100-4010-6160-00	WAXIE ENTERPRISES LLC	Bluffs - Restroom Supplies	04/23/2026	78912	397.45	
		Vendor Subtotal:			564.38	
100-4010-6300-00	US BANK	CS-2481 Mac's/Home Depot - Park Ec	04/28/2026	78920	1,145.37	
		Vendor Subtotal:			1,145.37	
100-4010-7300-00	US BANK	AS-6486 HDCI - Final Balance Bluffs	04/28/2026	78920	7,142.70	000004601
		Vendor Subtotal:			7,142.70	
100-4010-7910-00	US BANK	CS-2481 Unilight - Irrigation Repair T	04/28/2026	78920	211.78	
		Vendor Subtotal:			211.78	
100-4011-5107-00	AMERICAN GLOBAL SECURITY	Bluffs - Chumash Day Security Svcs 3	04/23/2026	78871	9,290.28	
100-4011-5107-00	AMERICAN GLOBAL SECURITY	City Hall - Chumash Day Security Svc	04/23/2026	78871	1,287.72	
		Vendor Subtotal:			10,578.00	
100-4011-5107-00	JULIA BUSH	Tiny Tots Olympics - Art Activity 5/3/	04/23/2026	78875	200.00	
		Vendor Subtotal:			200.00	
100-4011-5107-00	GAYLENE CASCIONE	Tiny Tots Olympics - Ribbon Dance/A	04/23/2026	78877	200.00	
		Vendor Subtotal:			200.00	
100-4011-5107-00	CONEJO VALLEY YOUTH SPORT	Tiny Tots Olympics - Volleyball 5/3/2(	04/23/2026	78880	200.00	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			200.00	
100-4011-5107-00	RICHARD LEMMO	Tiny Tots Olympics - Basketball 5/3/2(	04/23/2026	78894	200.00	
		Vendor Subtotal:			200.00	
100-4011-5107-00	JOHANNES M POUW	Tiny Tots Olympics - T-Ball 5/3/26	04/23/2026	78895	200.00	
		Vendor Subtotal:			200.00	
100-4011-5107-00	JOHN ROM	Tiny Tots Olympics - Tennis 5/3/26	04/23/2026	78905	200.00	
		Vendor Subtotal:			200.00	
100-4011-5107-00	ROUND STAR WEST LLC	Tiny Tots Olympics - Soccer 5/3/26	04/23/2026	78907	200.00	
		Vendor Subtotal:			200.00	
100-4011-5107-00	US BANK	CS-2402 Funflicks - Event Deposit for	04/28/2026	78920	625.00	
		Vendor Subtotal:			625.00	
100-4011-5401-00	13 STARS MEDIA	Ad - Chumash Day 3/19/26	04/16/2026	78848	268.00	
		Vendor Subtotal:			268.00	
100-4011-5401-00	US BANK	CS-6305 Peach Jar - Chumash Day '26	04/28/2026	78920	100.00	
		Vendor Subtotal:			100.00	
100-4011-6160-00	R P BARRICADE INC	Chumash Day - Parking Signs 3/28 - 3	04/23/2026	78908	5,600.75	
		Vendor Subtotal:			5,600.75	
100-4011-6160-00	US BANK	CS-2402 Amazon/Custom Ink - Chum	04/28/2026	78920	835.73	
100-4011-6160-00	US BANK	CS-1563 Amazon - Chumash Day Ven	04/28/2026	78920	23.43	
100-4011-6160-00	US BANK	CS-6305 Amazon - Chumash Day '26	04/28/2026	78920	104.16	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
100-4011-6160-00	US BANK	CS-4743 Chumash Day Event Supplie	04/28/2026	78920	3,131.07	
100-4011-6160-00	US BANK	CS-1673 Agoura Feed - Chumash Day	04/28/2026	78920	1,285.49	
		Vendor Subtotal:			5,379.88	
100-4012-5107-00	HUNTER BLAZE PEARSON	Chumash Day Mural - Artists Fees	04/23/2026	78902	1,000.00	
100-4012-5107-00	HUNTER BLAZE PEARSON	Chumash Day Mural - Material Fees	04/23/2026	78902	400.00	
		Vendor Subtotal:			1,400.00	
100-4012-5401-00	13 STARS MEDIA	Ad - Storm Drain Artists 4/2/26	04/23/2026	78870	268.00	
		Vendor Subtotal:			268.00	
100-4012-6160-00	BRIAN SHORE	Labels - Gay Summer Rick	04/23/2026	78910	74.08	000004684
100-4012-6160-00	BRIAN SHORE	Signs - Gay Summer Rick	04/23/2026	78910	474.12	000004684
		Vendor Subtotal:			548.20	
100-4012-6160-00	US BANK	CS-4743 Amazon/Fab Events - Art Re	04/28/2026	78920	739.42	
100-4012-6160-00	US BANK	CS-2402 Amazon - Art Reception Sup	04/28/2026	78920	65.01	
100-4012-6160-00	US BANK	CS-1563 Whole Foods - Art Exhibit S	04/28/2026	78920	6.18	
		Vendor Subtotal:			810.61	
100-7001-5300-00	US BANK	CM-3100 CA Cities/Palibu - Meetings	04/28/2026	78920	95.00	
		Vendor Subtotal:			95.00	
100-7001-6160-00	US BANK	CM-3100 Johns Garden/Howdy's - Co	04/28/2026	78920	342.48	
100-7001-6160-00	US BANK	CC-1018 CVS - Council Meeting Can	04/28/2026	78920	77.96	
		Vendor Subtotal:			420.44	
100-7002-4209-00	STANDARD INSURANCE COMPA	PR 23.04.2026 STD/LTD	04/23/2026	78917	14.21	
		Vendor Subtotal:			14.21	
100-7002-5401-00	US BANK	CM-1480 Facebook - Ads for City Ev	04/28/2026	78920	74.16	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			74.16	
100-7002-5640-00	US BANK	CM-1480 Amazon - AV Equipment	04/28/2026	78920	169.00	
		Vendor Subtotal:			169.00	
100-7002-6120-00	US BANK	CM-6076 Youtube - Annual	04/28/2026	78920	139.99	
		Vendor Subtotal:			139.99	
100-7002-6160-00	US BANK	CM-6076 Amazon - Theater Supplies	04/28/2026	78920	47.36	
		Vendor Subtotal:			47.36	
100-7002-6165-00	US BANK	CM-1480 X/Capcut - Annual	04/28/2026	78920	171.99	
		Vendor Subtotal:			171.99	
100-7003-4202-00	CalPERS Health	PR 23.04.2026 Health Insur-Arricale-/	04/23/2026	0	-1,426.24	
		Vendor Subtotal:			-1,426.24	
100-7003-4203-00	BLUE SHIELD OF CALIFORNIA	PR 23.04.2026 Vision Care-Irvin-Apr':	04/23/2026	78915	28.53	
		Vendor Subtotal:			28.53	
100-7003-4209-00	STANDARD INSURANCE COMPA	PR 23.04.2026 STD/LTD	04/23/2026	78917	20.38	
		Vendor Subtotal:			20.38	
100-7003-5100-00	ATHENIAN GROUP LLC	Recovery/Organizational Support - Fel	04/23/2026	78867	32,500.00	000004658
		Vendor Subtotal:			32,500.00	
100-7003-5300-00	US BANK	CM-3100 Holiday Inn - Refund A. Go	04/28/2026	78920	-50.00	
		Vendor Subtotal:			-50.00	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
100-7003-6160-00	US BANK	CM-3100 City Manager Supplies	04/28/2026	78920	676.89	
		Vendor Subtotal:			676.89	
100-7007-4209-00	STANDARD INSURANCE COMPA	PR 23.04.2026 STD/LTD	04/23/2026	78917	29.11	
		Vendor Subtotal:			29.11	
100-7007-5300-00	US BANK	CC-1018 CMCA - Athen Leader Train	04/28/2026	78920	150.00	
		Vendor Subtotal:			150.00	
100-7007-6160-00	US BANK	CC-1018 Amazon - Supplies	04/28/2026	78920	55.99	
		Vendor Subtotal:			55.99	
100-7021-4209-00	STANDARD INSURANCE COMPA	PR 23.04.2026 STD/LTD	04/23/2026	78917	37.06	
		Vendor Subtotal:			37.06	
100-7021-4213-00	HEALTH AND HUMAN RESOUR(	PR 23.04.2026 Employee Assistance-\	04/23/2026	78913	1.39	
		Vendor Subtotal:			1.39	
100-7021-5100-00	ATHENIAN GROUP LLC	Emergency Operations SOP Svcs	04/23/2026	78867	12,500.00	000004696
		Vendor Subtotal:			12,500.00	
100-7021-5100-00	US BANK	PS-4213 Centerpoint Radius Maps - M	04/28/2026	78920	350.00	
		Vendor Subtotal:			350.00	
100-7021-5106-00	LA CO ANIMAL CARE & CONTR(	Reissue CK 78355 - Animal Control -	04/23/2026	78869	5,497.64	000004307
		Vendor Subtotal:			5,497.64	
100-7021-5300-00	US BANK	PS-3241 CSTI EMC Training Expense	04/28/2026	78920	1,199.72	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
100-7021-5300-00	US BANK	PS-3838 WUI Conference - Meals/Tra	04/28/2026	78920	112.91	
100-7021-5300-00	US BANK	PS-2785 WUI Conference - Meals	04/28/2026	78920	63.78	
		Vendor Subtotal:			1,376.41	
100-7021-5640-00	US BANK	PS-3241 LA-RICS Programming Cabl	04/28/2026	78920	195.00	
		Vendor Subtotal:			195.00	
100-7021-5721-00	US BANK	IS-6901 Starlink - VOP/PS/CH/EOC	04/28/2026	78920	1,130.00	
		Vendor Subtotal:			1,130.00	
100-7021-6120-00	US BANK	PS-3241 Veribook/ChatGPT - Monthly	04/28/2026	78920	45.21	
		Vendor Subtotal:			45.21	
100-7021-6160-00	US BANK	PS-3241 Ironwear - CERT Team Vests	04/28/2026	78920	425.00	
100-7021-6160-00	US BANK	IS-6901 Direct TV - EOC/PS	04/28/2026	78920	235.98	
100-7021-6160-00	US BANK	PS-3241 Ironwear - CERT Team Vests	04/28/2026	78920	306.00	
100-7021-6160-00	US BANK	PS-2785 Amazon - Hose Set	04/28/2026	78920	65.49	
100-7021-6160-00	US BANK	PS-3241 CERT/PS Supplies	04/28/2026	78920	388.94	
		Vendor Subtotal:			1,421.41	
100-7021-6160-01	US BANK	PS-4213 FireSupplyDepot - Shipping	04/28/2026	78920	6.33	
100-7021-6160-01	US BANK	PS-4213 VOP Supplies	04/28/2026	78920	404.69	
100-7021-6160-01	US BANK	PS-4213 FireSupplyDepot - Fire Extin	04/28/2026	78920	11.90	
		Vendor Subtotal:			422.92	
100-7054-4209-00	STANDARD INSURANCE COMPA	PR 23.04.2026 STD/LTD	04/23/2026	78917	54.67	
		Vendor Subtotal:			54.67	
100-7054-5100-00	US BANK	AS-6486 GFOA - FY24/25 ACFR Fili	04/28/2026	78920	590.00	
		Vendor Subtotal:			590.00	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
100-7054-5330-00	US BANK	AS-6486 Women Leading Gov - Annu	04/28/2026	78920	52.01	
		Vendor Subtotal:			52.01	
100-7054-6160-00	US BANK	AS-6486 Amazon - Office Supplies	04/28/2026	78920	198.70	
		Vendor Subtotal:			198.70	
100-7058-4202-00	CalPERS Health	PR 23.04.2026 Health Insur-Esparza-A	04/23/2026	0	-2,386.57	
		Vendor Subtotal:			-2,386.57	
100-7058-4205-00	STANDARD INSURANCE COMPA	PR 23.04.2026 Additional Life Insur-E	04/23/2026	78918	-23.20	
		Vendor Subtotal:			-23.20	
100-7058-4209-00	STANDARD INSURANCE COMPA	PR 23.04.2026 STD/LTD	04/23/2026	78917	10.97	
		Vendor Subtotal:			10.97	
100-7058-5320-00	US BANK	HR-5582 Staff Recruitment/Retention	04/28/2026	78920	185.46	
100-7058-5320-00	US BANK	CDD-5265 Ollo CDD Office Asst. Int	04/28/2026	78920	124.74	
100-7058-5320-00	US BANK	CM-1480 Linkedin - Recruitment Ad	04/28/2026	78920	81.19	
		Vendor Subtotal:			391.39	
100-7058-6160-00	US BANK	HR-5582 CalChamber - Labor Law Pc	04/28/2026	78920	84.95	
100-7058-6160-00	US BANK	HR-5582 Key Ovation - Ergo Mouse	04/28/2026	78920	69.00	
		Vendor Subtotal:			153.95	
100-7058-6170-00	US BANK	HR-5582 Staff Events	04/28/2026	78920	1,166.05	
100-7058-6170-00	US BANK	CM-3100 Whole Foods/Spruzzo's - St	04/28/2026	78920	1,140.72	
		Vendor Subtotal:			2,306.77	
100-7059-4201-00	CalPERS Retirement	PR 23.04.2026 PERS ERShare-Round	04/23/2026	0	0.01	
100-7059-4201-00	CalPERS Retirement	PR 20.11.2025 PEPRA ER Contributi	04/23/2026	0	0.01	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			0.02	
100-7059-4205-00	STANDARD INSURANCE COMPA	PR 23.04.2026 Life Insur-Rounding	04/23/2026	78917	-0.06	
		Vendor Subtotal:			-0.06	
100-7059-4209-00	STANDARD INSURANCE COMPA	PR 23.04.2026 STD/LTD-Rounding	04/23/2026	78917	0.01	
100-7059-4209-00	STANDARD INSURANCE COMPA	PR 23.04.2026 STD/LTD	04/23/2026	78917	18.74	
		Vendor Subtotal:			18.75	
100-7059-4210-00	CalPERS Retirement	Replacement Benefit Contribution - C	04/23/2026	0	652.14	
		Vendor Subtotal:			652.14	
100-7059-4212-00	CalPERS Health	PR 23.04.2026 Health Insur-ER Share	04/23/2026	0	37,294.78	
		Vendor Subtotal:			37,294.78	
100-7059-5210-00	CalPERS Health	PR 23.04.2026 Health Insur-Admin Fe	04/23/2026	0	33.67	
100-7059-5210-00	CalPERS Health	PR 23.04.2026 Health Insur-Admin Fe	04/23/2026	0	152.47	
		Vendor Subtotal:			186.14	
100-7059-5640-00	XEROX CORPORATION	CDD - Xerox Meter Read C8230H2 2/	04/16/2026	78866	128.40	
		Vendor Subtotal:			128.40	
100-7059-5721-00	VERIZON WIRELESS SERVICES I	Cell Phone Svc 2/24 - 3/23/26	04/16/2026	78865	5,925.56	
		Vendor Subtotal:			5,925.56	
100-7059-6160-00	US BANK	IS-6901 Fire Safety Plus - Blank Keyc	04/28/2026	78920	215.99	
100-7059-6160-00	US BANK	IS-4874 Toner	04/28/2026	78920	62.35	
		Vendor Subtotal:			278.34	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
100-7059-7600-00	US BANK	HR-5582 Vari Ergonomics - Standing	04/28/2026	78920	440.12	
		Vendor Subtotal:			440.12	
		Subtotal for Section 1: 100			186,557.51	
101-0000-3419-00	JOSEPH LEZAMA	Palisades Fee Waiver PVPF 25-101	04/16/2026	78860	6.10	
		Vendor Subtotal:			6.10	
101-0000-3421-00	JOSEPH LEZAMA	Palisades Fee Waiver PVPF 25-101	04/16/2026	78860	200.00	
		Vendor Subtotal:			200.00	
101-2001-4202-00	CalPERS Health	PR 23.04.2026 Health Insur-Faggins-M	04/23/2026	0	3,722.71	
		Vendor Subtotal:			3,722.71	
101-2001-4203-00	BLUE SHIELD OF CALIFORNIA	PR 23.04.2026 Vision Care-Faggins-M	04/23/2026	78915	17.72	
		Vendor Subtotal:			17.72	
101-2001-4204-00	DELTA DENTAL OF CALIFORNIA	PR 23.04.2026 Dental Insur-Faggins-M	04/23/2026	78916	107.11	
		Vendor Subtotal:			107.11	
101-2001-4205-00	STANDARD INSURANCE COMPA	PR 23.04.2026 Life Insur-Faggins-Ma	04/23/2026	78917	12.21	
101-2001-4205-00	STANDARD INSURANCE COMPA	PR 23.04.2026 Additional Life Insur-F	04/23/2026	78918	12.35	
		Vendor Subtotal:			24.56	
101-2001-4209-00	STANDARD INSURANCE COMPA	PR 23.04.2026 STD/LTD	04/23/2026	78917	174.57	
		Vendor Subtotal:			174.57	
101-2001-4213-00	HEALTH AND HUMAN RESOUR(	PR 23.04.2026 Employee Assistance-F	04/23/2026	78913	1.39	
		Vendor Subtotal:			1.39	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
101-2001-5100-00	4LEAF INC	Planning Svcs - Feb '26	04/16/2026	78849	18,060.00	000004387
		Vendor Subtotal:			18,060.00	
101-2001-5100-00	CASSWELL CONSULTING INC	Contract Planning - Mar '26	04/16/2026	78850	15,460.50	000004361
		Vendor Subtotal:			15,460.50	
101-2001-5100-00	CIVIC SOLUTIONS INC	Contract Planning Svcs - Mar '26	04/16/2026	78851	25,388.75	000004413
		Vendor Subtotal:			25,388.75	
101-2001-5100-00	COURTNEY JEAN MCCAMMON	City Proj Biologist - Mar '26	04/16/2026	78852	1,360.00	000004442
101-2001-5100-00	COURTNEY JEAN MCCAMMON	Reissue CK 78788 - City Proj Biologi:	04/23/2026	78868	2,217.50	000004442
		Vendor Subtotal:			3,577.50	
101-2001-5100-00	CSG CONSULTANTS INC	Contract Planning Svc 1/31 - 2/27/26	04/16/2026	78856	5,278.00	000004418
		Vendor Subtotal:			5,278.00	
101-2001-5100-00	MARINA SEK	Contract Planning - Mar '26	04/16/2026	78861	10,508.00	000004360
		Vendor Subtotal:			10,508.00	
101-2001-5100-01	COURTNEY JEAN MCCAMMON	Contract Biologist - Mar '26	04/16/2026	78852	10,234.00	000004442
101-2001-5100-01	COURTNEY JEAN MCCAMMON	Reissue CK 78788 - Contract Biologis	04/23/2026	78868	11,812.00	000004442
		Vendor Subtotal:			22,046.00	
101-2001-5401-00	13 STARS MEDIA	Legal Notice - Public Hearing 10-Day	04/16/2026	78848	125.46	
101-2001-5401-00	13 STARS MEDIA	Legal Notice - Public Hearing 10-Day	04/16/2026	78848	134.64	
101-2001-5401-00	13 STARS MEDIA	Legal Notice - Public Hearing 4/2/26	04/16/2026	78848	141.52	
		Vendor Subtotal:			401.62	
101-2001-5401-00	EARTH PRINT INC	Public Notice Postcard Mailings	04/16/2026	78855	401.05	000004679
101-2001-5401-00	EARTH PRINT INC	Public Notice Postcard Mailings	04/16/2026	78855	234.42	000004679

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
101-2001-5401-00	EARTH PRINT INC	Public Notice Postcard Mailings	04/16/2026	78855	285.90	000004679
101-2001-5401-00	EARTH PRINT INC	Public Notice Postcard Mailings	04/16/2026	78855	258.24	000004679
101-2001-5401-00	EARTH PRINT INC	Public Notice Postcard Mailings	04/16/2026	78855	254.92	000004679
101-2001-5401-00	EARTH PRINT INC	Public Notice Postcard Mailings	04/16/2026	78855	214.11	000004679
101-2001-5401-00	EARTH PRINT INC	Public Notice Postcard Mailings	04/16/2026	78855	304.76	000004679
101-2001-5401-00	EARTH PRINT INC	Public Notice Postcard Mailings	04/16/2026	78855	279.87	000004679
		Vendor Subtotal:			2,233.27	
101-2001-6120-00	US BANK	CDD-5265 Zoom - Monthly	04/28/2026	78920	16.71	
		Vendor Subtotal:			16.71	
101-2001-6160-00	US BANK	CDD-5265 Great Papers - Postcards P	04/28/2026	78920	41.98	
101-2001-6160-00	US BANK	CDD-5265 USPS - Certified Mail App	04/28/2026	78920	11.95	
		Vendor Subtotal:			53.93	
101-2004-4202-00	CalPERS Health	PR 23.04.2026 Health Insur-Medrano-	04/23/2026	0	-1,431.81	
		Vendor Subtotal:			-1,431.81	
101-2004-4203-00	BLUE SHIELD OF CALIFORNIA	PR 23.04.2026 Vision Care-Medrano-I	04/23/2026	78915	-9.68	
		Vendor Subtotal:			-9.68	
101-2004-4209-00	STANDARD INSURANCE COMPA	PR 23.04.2026 STD/LTD	04/23/2026	78917	131.47	
		Vendor Subtotal:			131.47	
101-2004-5210-00	DEPT OF CONSERVATION	Strong Motion/Seismic Hazard Mappi	04/16/2026	78857	7,701.83	
		Vendor Subtotal:			7,701.83	
101-2004-6160-00	US BANK	CDD-7736 Building Safety Supplies	04/28/2026	78920	220.35	
		Vendor Subtotal:			220.35	
101-2010-4209-00	STANDARD INSURANCE COMPA	PR 23.04.2026 STD/LTD	04/23/2026	78917	5.75	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			5.75	
101-2012-4209-00	STANDARD INSURANCE COMPA	PR 23.04.2026 STD/LTD	04/23/2026	78917	39.32	
		Vendor Subtotal:			39.32	
101-3003-4209-00	STANDARD INSURANCE COMPA	PR 23.04.2026 STD/LTD	04/23/2026	78917	23.32	
		Vendor Subtotal:			23.32	
101-3003-5100-00	TETRA TECH INC	Malibu Creek Trash TMRP 1/26 - 2/2(	04/16/2026	78864	3,537.43	000003028
		Vendor Subtotal:			3,537.43	
101-3003-5100-02	TETRA TECH INC	CIMP Monitoring 1/26 - 2/20/26	04/16/2026	78864	89,874.22	000003028
		Vendor Subtotal:			89,874.22	
			Subtotal for Section 1: 101		207,370.64	
102-3002-5100-01	COURTNEY JEAN MCCAMMON	WF Biologist - Mar '26	04/16/2026	78852	908.00	000004442
102-3002-5100-01	COURTNEY JEAN MCCAMMON	Reissue CK 78788 - WF Biologist - Fe	04/23/2026	78868	1,650.00	000004442
		Vendor Subtotal:			2,558.00	
102-3002-5100-02	4LEAF INC	WF Planning Svcs - Feb '26	04/16/2026	78849	20,930.00	000004387
		Vendor Subtotal:			20,930.00	
102-3002-5100-02	CASSWELL CONSULTING INC	WF Contract Planning - Mar '26	04/16/2026	78850	82.50	000004361
		Vendor Subtotal:			82.50	
102-3002-5100-03	COTTON SHIRES & ASSOCIATES	WF Geo Counter Hrs - Feb '26	04/16/2026	78854	6,181.75	000003347
		Vendor Subtotal:			6,181.75	

Docusign Envelope ID: 7E3B7CC5-E564-886F-80AB-8B83444794E7

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
102-3102-4209-00	STANDARD INSURANCE COMPA	PR 23.04.2026 STD/LTD	04/23/2026	78917	5.49	
		Vendor Subtotal:			5.49	
102-3102-5100-02	CASSWELL CONSULTING INC	PF Contract Planning - Mar '26	04/16/2026	78850	972.00	000004361
		Vendor Subtotal:			972.00	
102-3102-5100-02	CALIFORNIA COASTAL WORKS	PF Recovery/Rebuild Planning - Mar '	04/16/2026	78853	23,500.00	000004476
		Vendor Subtotal:			23,500.00	
102-3102-5100-02	LORRIE FEINBERG	Palisades Fire Data Mgmt - Feb '26	04/16/2026	78859	3,082.50	000004681
102-3102-5100-02	LORRIE FEINBERG	Palisades Fire Data Mgmt - Mar '26	04/16/2026	78859	910.00	000004681
		Vendor Subtotal:			3,992.50	
102-3102-5100-02	MARINA SEK	Palisades Fire Contract Planning - Mai	04/16/2026	78861	15,000.00	000004682
102-3102-5100-02	MARINA SEK	Palisades Fire Contract Planning - Feb	04/16/2026	78861	14,750.00	000004682
		Vendor Subtotal:			29,750.00	
102-3102-5640-00	XEROX CORPORATION	Reuild Ctr - Xerox Meter Read C8255	04/16/2026	78866	81.63	
		Vendor Subtotal:			81.63	
102-3102-5721-00	FRONTIER CALIFORNIA INC	Rebuild Ctr Internet 3/26 - 4/25/26	04/16/2026	78858	229.50	
		Vendor Subtotal:			229.50	
102-3102-5721-00	CHARTER COMMUNICATIONS H	Rebuild Ctr Internet - Mar "26 Acct#2:	04/16/2026	78863	220.00	
102-3102-5721-00	CHARTER COMMUNICATIONS H	Rebuild Ctr Internet - Apr '26 Acct#25	04/16/2026	78863	220.00	
		Vendor Subtotal:			440.00	
			Subtotal for Section 1: 102		88,723.37	
103-9050-4209-00	STANDARD INSURANCE COMPA	PR 23.04.2026 STD/LTD	04/23/2026	78917	6.62	

Docusign Envelope ID: 7E3B7CC5-E564-886F-80AB-8B83444794E7

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			6.62	
103-9050-6160-00	US BANK	PW-7465 Amazon - City Hall Maint S	04/28/2026	78920	119.04	
		Vendor Subtotal:			119.04	
		Subtotal for Section 1: 103			125.66	
203-3009-5145-00	RTW MANAGEMENT	Dial-A-Ride - Mar '26	04/23/2026	78909	46,982.00	000004433
		Vendor Subtotal:			46,982.00	
		Subtotal for Section 1: 203			46,982.00	
207-3004-5100-00	SOLID WASTE SOLUTIONS INC	AB 939/Cal Recycle - Mar '26	04/16/2026	78862	2,563.70	000004074
		Vendor Subtotal:			2,563.70	
207-3004-5100-01	SOLID WASTE SOLUTIONS INC	Dumpster Lid Enforcement - Mar '26	04/16/2026	78862	5,611.50	000004074
		Vendor Subtotal:			5,611.50	
207-3004-5401-00	13 STARS MEDIA	Ad - Garden Design Class 3/19/26	04/16/2026	78848	268.00	
		Vendor Subtotal:			268.00	
207-3004-5850-00	SOLID WASTE SOLUTIONS INC	SB 1383 Grant CalRecycle - Mar '26	04/16/2026	78862	3,582.00	
		Vendor Subtotal:			3,582.00	
		Subtotal for Section 1: 207			12,025.20	
500-7008-5100-00	AMERICAN GLOBAL SECURITY	Legacy - Security Svcs 3/29 - 4/4/26	04/23/2026	78871	1,639.20	000004128
500-7008-5100-00	AMERICAN GLOBAL SECURITY	Legacy - Security Svcs 3/22 - 3/28/26	04/23/2026	78871	2,294.88	000004128
		Vendor Subtotal:			3,934.08	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
500-7008-5725-00	GI INDUSTRIES	Garbage - Ioki Lot - Apr '26	04/23/2026	78888	179.63	
500-7008-5725-00	GI INDUSTRIES	Garbage - Supercare Pharmacy - Apr '2	04/23/2026	78888	215.54	
		Vendor Subtotal:			395.17	
		Subtotal for Section 1: 500			4,329.25	
601-3005-6120-00	US BANK	PW-8679 Ford - Monthly Fleet GPS	04/28/2026	78920	480.00	
		Vendor Subtotal:			480.00	
601-3005-6500-00	US BANK	PW-9093 Shell - Fleet Fuel	04/28/2026	78920	176.96	
601-3005-6500-00	US BANK	PS-1571 Chevron - Fleet Fuel	04/28/2026	78920	71.84	
601-3005-6500-00	US BANK	CS-1673 Chevron - Fleet Fuel	04/28/2026	78920	89.02	
601-3005-6500-00	US BANK	CS-2481 Chevron - Fleet Fuel	04/28/2026	78920	393.61	
601-3005-6500-00	US BANK	CS-7433 Shell - Fleet Fuel	04/28/2026	78920	171.26	
601-3005-6500-00	US BANK	PW-8679 Shell - Fleet Fuel	04/28/2026	78920	91.00	
		Vendor Subtotal:			993.69	
		Subtotal for Section 1: 601			1,473.69	
602-7060-4209-00	STANDARD INSURANCE COMPA	PR 23.04.2026 STD/LTD	04/23/2026	78917	36.82	
		Vendor Subtotal:			36.82	
602-7060-5721-00	FRONTIER CALIFORNIA INC	City Hall Internet 3/27 - 4/26/26	04/16/2026	78858	1,580.00	
		Vendor Subtotal:			1,580.00	
602-7060-5721-00	CHARTER COMMUNICATIONS H	City Hall Internet - Apr "26 Acct#256	04/16/2026	78863	1,280.00	
602-7060-5721-00	CHARTER COMMUNICATIONS H	Media Network - Apr '26 Acct#25684	04/16/2026	78863	1,050.00	
		Vendor Subtotal:			2,330.00	
602-7060-5721-00	US BANK	IS-6901 Starlink - IT	04/28/2026	78920	10.00	

Docusign Envelope ID: 7E3B7CC5-E564-886F-80AB-8B83444794E7

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			10.00	
602-7060-6120-00	US BANK	IS-6901 Computer Software	04/28/2026	78920	14,184.86	
602-7060-6120-00	US BANK	IS-9039 Computer Software	04/28/2026	78920	118.60	
		Vendor Subtotal:			14,303.46	
602-7060-6160-00	US BANK	IS-9039 Amazon - IT Supplies	04/28/2026	78920	105.24	
		Vendor Subtotal:			105.24	
602-7060-7400-00	US BANK	IS-4874 Computer Equipment	04/28/2026	78920	2,542.16	
602-7060-7400-00	US BANK	IS-6901 Computer Equipment	04/28/2026	78920	11,190.97	
602-7060-7400-00	US BANK	IS-9039 Computer Equipment	04/28/2026	78920	1,412.47	
		Vendor Subtotal:			15,145.60	
602-7060-7400-00	VERIZON WIRELESS SERVICES I	New Equipment	04/16/2026	78865	927.01	
		Vendor Subtotal:			927.01	
602-7060-7800-00	CHARTER COMMUNICATIONS H	Rebuild Ctr Security Cameras - Apr '2	04/16/2026	78863	380.49	
602-7060-7800-00	CHARTER COMMUNICATIONS H	Bluffs Park Security Cameras - Apr '2	04/16/2026	78863	1,334.55	
602-7060-7800-00	CHARTER COMMUNICATIONS H	Bluffs Park Security Cameras - Mar '2	04/16/2026	78863	83.55	
		Vendor Subtotal:			1,798.59	
		Subtotal for Section 1: 602			36,236.72	
710-0000-2270-12	LAUREN GARCIA	Ref - GARCIA, LAUREN Security D	04/23/2026	78887	100.00	
		Vendor Subtotal:			100.00	
710-0000-2270-12	JONATHAN REDDING	Ref - REDDING, JONATHAN Securi	04/23/2026	78903	100.00	
		Vendor Subtotal:			100.00	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
710-0000-2270-44	US BANK	CS-1673 Amazon - Nature Walk/Story	04/28/2026	78920	1,879.88	
710-0000-2270-44	US BANK	CS-1563 Ralphs - MLSS Vibrant Cycl	04/28/2026	78920	28.46	
710-0000-2270-44	US BANK	CS-1563 Ralphs - MLSS Caffeinated '	04/28/2026	78920	40.66	
710-0000-2270-44	US BANK	CS-1563 Ralphs - MLSS Poetry Slam	04/28/2026	78920	80.87	
710-0000-2270-44	US BANK	CS-1563 Meals - MLSS A. Lamott, N.	04/28/2026	78920	46.99	
		Vendor Subtotal:			2,076.86	
710-0000-2271-29	CSG CONSULTANTS INC	Trancas Water Tank 1/31 - 2/27/26	04/16/2026	78856	1,602.00	000004418
		Vendor Subtotal:			1,602.00	
		Subtotal for Section 1: 710			3,878.86	
900-0000-2022-00	CalPERS Health	PR Batch 70023.04.2026 Health Insur	04/23/2026	0	192,112.31	
		Vendor Subtotal:			192,112.31	
900-0000-2022-02	AFLAC-AMERICAN FAMILY LIFI	PR Batch 70023.04.2026 Health EE D	04/23/2026	78914	36.42	
900-0000-2022-02	AFLAC-AMERICAN FAMILY LIFI	PR Batch 70023.04.2026 Health EE D	04/23/2026	78914	442.95	
900-0000-2022-02	AFLAC-AMERICAN FAMILY LIFI	PR Batch 70009.04.2026 Health EE D	04/23/2026	78914	442.95	
900-0000-2022-02	AFLAC-AMERICAN FAMILY LIFI	PR Batch 70009.04.2026 Health EE D	04/23/2026	78914	36.42	
		Vendor Subtotal:			958.74	
900-0000-2023-00	BLUE SHIELD OF CALIFORNIA	PR Batch 70023.04.2026 Vision Care	04/23/2026	78915	1,597.67	
		Vendor Subtotal:			1,597.67	
900-0000-2024-00	DELTA DENTAL OF CALIFORNIA	PR Batch 70023.04.2026 Dental Insur	04/23/2026	78916	8,886.19	
		Vendor Subtotal:			8,886.19	
900-0000-2025-00	STANDARD INSURANCE COMPA	PR Batch 70023.04.2026 Life Insuran	04/23/2026	78917	1,261.40	
		Vendor Subtotal:			1,261.40	
900-0000-2025-01	STANDARD INSURANCE COMPA	PR Batch 70023.04.2026 Additional L	04/23/2026	78918	338.93	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			338.93	
900-0000-2026-00	STANDARD INSURANCE COMPA	PR Batch 70009.04.2026 STD/LTD	04/23/2026	78917	4,482.05	
900-0000-2026-00	STANDARD INSURANCE COMPA	PR Batch 70023.04.2026 STD/LTD	04/23/2026	78917	4,495.94	
		Vendor Subtotal:			8,977.99	
900-0000-2027-00	HEALTH AND HUMAN RESOUR(	PR Batch 70023.04.2026 Employee A:	04/23/2026	78913	179.31	
		Vendor Subtotal:			179.31	
900-0000-2040-00	CalPERS Retirement	PR Batch 70023.04.2026 PERS EESh:	04/23/2026	0	12,363.15	
		Vendor Subtotal:			12,363.15	
900-0000-2040-01	CalPERS Retirement	PR 20.11.2025 PEPRA ER Contributic	04/23/2026	0	-0.01	
900-0000-2040-01	CalPERS Retirement	PR Batch 70023.04.2026 PEPRA CC I	04/23/2026	0	46.78	
900-0000-2040-01	CalPERS Retirement	PR Batch 70023.04.2026 PERS ERSh:	04/23/2026	0	23,631.25	
900-0000-2040-01	CalPERS Retirement	PR Batch 70023.04.2026 PEPRA ER (	04/23/2026	0	24,085.79	
		Vendor Subtotal:			47,763.81	
900-0000-2040-02	CalPERS Retirement	PR Batch 70023.04.2026 PEPRA CC I	04/23/2026	0	46.67	
900-0000-2040-02	CalPERS Retirement	PR Batch 70023.04.2026 PEPRA EE (	04/23/2026	0	24,027.49	
		Vendor Subtotal:			24,074.16	
900-0000-2041-00	US BANK	PR Batch 70023.04.2026 PARS - ER S	04/23/2026	78919	145.53	
900-0000-2041-00	US BANK	PR Batch 70023.04.2026 PARS - EE S	04/23/2026	78919	694.01	
		Vendor Subtotal:			839.54	
900-0000-2042-00	EMPOWER RETIREMENT LLC	PR Batch 70023.04.2026 457 Retirem	04/23/2026	0	3,750.00	
900-0000-2042-00	EMPOWER RETIREMENT LLC	PR Batch 70023.04.2026 Roth-457 Re	04/23/2026	0	695.00	
900-0000-2042-00	EMPOWER RETIREMENT LLC	PR Batch 70023.04.2026 457 Retirem	04/23/2026	0	14,239.00	
900-0000-2042-00	EMPOWER RETIREMENT LLC	PR Batch 70023.04.2026 457 Retirem	04/23/2026	0	1,939.20	
900-0000-2042-00	EMPOWER RETIREMENT LLC	PR Batch 70023.04.2026 Roth-457 Re	04/23/2026	0	1,811.18	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			22,434.38	
900-0000-2042-01	EMPOWER RETIREMENT LLC	PR Batch 70023.04.2026 457 Loan Pr	04/23/2026	0	1,172.40	
		Vendor Subtotal:			1,172.40	
900-0000-2043-00	EMPOWER RETIREMENT LLC	PR Batch 70023.04.2026 401 Retirem	04/23/2026	0	715.38	
900-0000-2043-00	EMPOWER RETIREMENT LLC	PR Batch 70023.04.2026 401 Retirem	04/23/2026	0	750.00	
		Vendor Subtotal:			1,465.38	
900-0000-2050-00	Federal Taxes from PR	PR Batch 70023.04.2026 Federal Inco	04/23/2026	0	60,139.49	
		Vendor Subtotal:			60,139.49	
900-0000-2051-00	State of California PR Taxes	PR Batch 70023.04.2026 State Income	04/23/2026	0	24,851.18	
		Vendor Subtotal:			24,851.18	
900-0000-2053-00	Federal Taxes from PR	PR Batch 70023.04.2026 Medicare ER	04/23/2026	0	7,270.55	
900-0000-2053-00	Federal Taxes from PR	PR Batch 70023.04.2026 Medicare EE	04/23/2026	0	7,270.55	
		Vendor Subtotal:			14,541.10	
		Subtotal for Section 1: 900			423,957.13	
		Report Total:			1,011,660.03	
		Report Total:			1,011,660.03	
		Less Clearing House Electronic AP Proof List 00002.04.2026:			(437,528.53)	
		Transactions by Account Total:			574,131.50	

City Council Meeting
05-11-26
Item 1.B.3.

Council Agenda Report

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

Prepared by: Kelsey Pettijohn, City Clerk

Approved by: Joseph D. Irvin, City Manager

Date prepared: April 28, 2026 Meeting date: May 11, 2026

Subject: Approval of Minutes

RECOMMENDED ACTION: Approve the minutes for the August 27, 2025 Special Meeting.

FISCAL IMPACT: There is no fiscal impact associated with the recommended action.

STRATEGIC PLAN IMPLEMENTATION: N/A.

DISCUSSION: Staff has prepared draft minutes for the Council meeting on August 27, 2025.

ATTACHMENTS:
August 27, 2025 Special Meeting

MINUTES
MALIBU CITY COUNCIL
SPECIAL MEETING
AUGUST 27, 2025
COUNCIL CHAMBERS
9:00 A.M.

MEETING CALL TO ORDER

Mayor Riggins called the meeting to order at 9:18 a.m.

ROLL CALL

The following persons were recorded in attendance by the Recording Secretary:

PRESENT: Mayor Marianne Riggins; Mayor Pro Tem Bruce Silverstein; and Councilmembers Haylynn Conrad, Doug Stewart and Steve Uhring.

ALSO PRESENT: Trevor Rusin, Interim City Attorney; Candace Bond, Interim City Manager; Richard Rojas, Deputy City Manager; Kelsey Pettijohn, City Clerk; Yolanda Bundy, Community Development Director; Christina Muñoz, Deputy City Clerk; Gail Duncan, Administrative Assistant; Lauren Doyel, Contract Geotechnical Engineer;Tyler Eaton, Principal Planner; Carole Myers, Administrative Assistant; Mike Phipps, Contract Geologist/Coastal Consultant; and Patricia Salazar; Planning and Operations Manager

PLEDGE OF ALLEGIANCE

Mayor Riggins led the Pledge of Allegiance.

REPORT ON POSTING OF AGENDA

City Clerk Pettijohn reported that the agenda for the meeting was properly posted on August 22, 2025.

APPROVAL OF AGENDA

MOTION Mayor Pro Tem Silverstein moved, and Councilmember Uhring seconded a motion to approve the agenda. The motion carried unanimously.

ITEM 1 WORK SESSION

Work Session on Rebuild Policies to Facilitate the Rebuilding of Structures Damaged or Destroyed by Natural Disasters
The City Council will hold a Work Session to consider the rebuild policy document to facilitate the rebuild of structures destroyed by natural disasters. Members of the public will have the opportunity to speak on each policy after a staff presentation.

Mayor Riggins expressed condolences for the school shooting in Minneapolis. She encouraged members of the public to consolidate their comments.

Principal Planner Eaton and Community Development Director Bundy presented the staff report, an overview of Executive Orders relevant to rebuilding, Ordinance No. 524, permit approvals to date, and the order of items to be presented and structure for public comment.

Principal Planner Eaton and Community Development Director Bundy presented on Issue No. 5 – Basements and Subterranean garage.

Mayor Riggins opened the floor for public comment and three speakers were heard. Mayor Riggins returned the matter to the table for discussion. The Council discussed this topic and did not direct any changes to this section.

Principal Planner Eaton and Community Development Director Bundy presented on Issue No. 6 – Water Tanks and Pools.

Mayor Riggins opened the floor for public comment and four speakers were heard. Mayor Riggins returned the matter to the table for discussion. The Council discussed this topic and did not direct any changes to this section.

CONSENSUS

By consensus, the Council directed staff to bring back an ordinance to exempt water tanks from the calculation of total development square footage for fire rebuilds.

Mayor Riggins reopened public comment on this topic and three speakers were heard.

Principal Planner Eaton and Community Development Director Bundy presented on Issue No. 7 – Combining square footage between multiple structures

Mayor Riggins opened the floor for public comment and two speakers were heard. Mayor Riggins returned the matter to the table for discussion. The Council discussed this topic and did not direct any changes to this section.

Principal Planner Eaton and Community Development Director Bundy presented on Issue No. 9 – 10% increase must comply with current zoning regulations.

Mayor Riggins opened the floor for public comment and four speakers were heard. Mayor Riggins returned the matter to the table for discussion. The Council discussed this topic and did not direct any changes to this section.

Principal Planner Eaton and Community Development Director Bundy presented on Issue No. 11 – Rooftop Decks.

Mayor Riggins opened the floor for public comment and eight speakers were heard. Mayor Riggins returned the matter to the table for discussion. The Council discussed this topic.

CONSENSUS

By consensus, the Council directed staff to bring back revised language to clarify dark sky and noise requirements.

RECESS At 11:12 a.m., Mayor Riggins recessed the meeting. The meeting resumed at 11:20 a.m. with all Councilmembers present.

Principal Planner Eaton and Community Development Director Bundy presented on Issue No. 12 – Survey Requirement.

Mayor Riggins opened the floor for public comment and five speakers were heard. Mayor Riggins returned the matter to the table for discussion. The Council discussed this topic.

CONSENSUS

By consensus, the Council directed staff to bring back revised language requiring surveys.

Principal Planner Eaton and Community Development Director Bundy presented on Issue No. PF4.

Mayor Riggins opened the floor for public comment and speakers declined the opportunity to speak. Mayor Riggins returned the matter to the table for discussion. The Council discussed this topic and did not direct any changes to this section.

RECESS At 12:00 p.m., Mayor Riggins recessed the meeting. The meeting resumed at 1:04 p.m. with all Councilmembers present.

Principal Planner Eaton and Community Development Director Bundy presented on Issue No. PF2 – Seaward Projections.

Mayor Riggins opened the floor for public comment and speakers declined the opportunity to speak. Mayor Riggins returned the matter to the table for discussion. The Council discussed this topic and did not direct any changes to this section.

Principal Planner Eaton and Community Development Director Bundy presented on Issue No. PF3 – Building Code Required Interior Access).

Mayor Riggins opened the floor for public comment and two speakers were heard. Mayor Riggins returned the matter to the table for discussion. The Council discussed this topic and did not direct any changes to this section.

Principal Planner Eaton and Community Development Director Bundy presented on Issue No. 4

Mayor Riggins opened the floor for public comment and five speakers were heard. Mayor Riggins returned the matter to the table for discussion. The Council discussed this topic.

CONSENSUS

By consensus, the Council directed staff to bring back revised language including structures that existed prior to the 2025 Palisades Fire in the definition of "lawfully erected."

Principal Planner Eaton and Community Development Director Bundy presented on Issue No. PF 1 – Deemed Complete Applications.

Mayor Riggins opened the floor for public comment and five speakers were heard. Mayor Riggins returned the matter to the table for discussion. The Council discussed this topic.

CONSENSUS

By consensus, the Council directed staff to bring back revised language to allow permitting the deemed complete applications as an administrative plan review with a site plan review.

Principal Planner Eaton and Community Development Director Bundy presented on Issue No. 1 – Like-for-like.

Mayor Riggins opened the floor for public comment and four speakers were heard. Mayor Riggins returned the matter to the table for discussion. The Council discussed this topic.

CONSENSUS

By consensus, the Council directed staff to review the policy for consistency with Ordinance No. 524 and bring back more information for the Council's consideration.

Principal Planner Eaton and Community Development Director Bundy presented on Issue No. 2 – Substantially the Same Location

Mayor Riggins opened the floor for public comment and two speakers were heard. Mayor Riggins returned the matter to the table for discussion. The Council discussed this topic.

May Riggins reopened public comment on this topic and one speaker was heard. Mayor Riggins returned the matter to the table for discussion. The Council discussed this topic.

CONSENSUS

By consensus, the Council directed staff to bring back revised language clarifying the definition of footprint.

May Riggins reopened public comment on this topic and three speakers were heard.

Principal Planner Eaton and Community Development Director Bundy presented on Issue No. 8 – No Net Loss.

Mayor Riggins opened the floor for public comment and one speaker was heard. Mayor Riggins returned the matter to the table for discussion. The Council discussed this topic.

CONSENSUS

By consensus, the Council accepted the changes presented by staff.

Principal Planner Eaton and Community Development Director Bundy presented on Issue No. 3 – Calculating Bulk.

Mayor Riggins opened the floor for public comment and seven speakers were heard. Mayor Riggins returned the matter to the table for discussion. The Council discussed this topic.

CONSENSUS

By consensus, the Council directed staff to consider cubic volume in the calculation of bulk.

Principal Planner Eaton and Community Development Director Bundy presented on Issue No. 10 – Wave Action Report and Sea Level Rise

Mayor Riggins opened the floor for public comment and three speakers were heard. Mayor Riggins returned the matter to the table for discussion.

May Riggins reopened public comment on this topic and additional speakers were heard.

Mayor Riggins returned the matter to the table for discussion. The Council discussed this topic.

CONSENSUS

By consensus, the Council directed staff to bring back a recommendation on this issue after the September 9 Coastal Engineer Professionals Meeting.

ADJOURNMENT

Mayor Riggins adjourned the meeting at 5:01 p.m.

Approved and adopted by the City Council of the City of Malibu on _____.

_____
BRUCE SILVERSTEIN, Mayor

ATTEST:

_____
KELSEY PETTIJOHN, City Clerk
(seal)

City Council Meeting
05-11-26
Item 1.B.4.

Council Agenda Report

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

Prepared by: Susan Dueñas, Public Safety Director

Approved by: Joseph D. Irvin, City Manager

Date prepared: April 22, 2026 Meeting date: May 11, 2026

Subject: Mike Treinen Public Safety Award

RECOMMENDED ACTION: At the recommendation of the Public Safety Commission, approve the nomination of Chris Frost for the 2026 Mike Treinen Public Safety Award.

FISCAL IMPACT: No additional appropriation is required. Funding for this recognition is included in the Adopted Budget for FY 2025-26 in Account Number 100-7021-6160-00 (Public Safety Operating Supplies).

STRATEGIC PLAN IMPLEMENTATION: N/A.

DISCUSSION: The City Council created the Mike Treinen Public Safety Award in 2025 to honor community members who go above and beyond in protecting the Malibu community and to memorialize Deputy Mike Treinen's legacy. Deputy Treinen served in the Los Angeles County Sheriff's Department (LASD) for over 30 years, spending the majority of that time assigned to the Malibu/Lost Hills Station. Sadly, on April 6, 2021, the Malibu/Lost Hills Sheriff's Station announced the untimely death of Deputy Treinen. Following his death, Treinen was described by community members as a "true hero" and a "great man" as well as the "heart and soul of the Sheriff's Department". The first recipient of the award was Mark Russo, who was recognized for his many years of service as the leader of the LASD Volunteers on Patrol.

At the April 1, 2026, Public Safety Commission Meeting, the Commission voted in favor of recommending to the City Council that the 2026 Mike Treinen Public Safety Award be given to Chris Frost. Chris Frost recently retired from the Public Safety Commission after 22 years of service and 10 years serving as Chair. As a Commissioner, Chris was always fully engaged, working tirelessly to advocate for public safety improvements. He also

devoted thousands of hours to the Malibu community, supporting public safety in a variety of capacities at all hours of the day.

The City Council is asked to approve the Public Safety Commission's recommendation to honor Chris Frost as the 2026 recipient of the Mike Treinen Public Safety Award. If approved, the award will be presented at an upcoming Regular Meeting.

ATTACHMENTS: None

City Council Meeting
05-11-26
Item 1.B.5.

Council Agenda Report

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

Prepared by: Nathaniel McLean, Assistant Engineer

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

Approved by: Joseph D Irvin, City Manager

Date prepared: April 22, 2026 Meeting date: May 11, 2026

Subject: Fulfillment Agreement for Unprogrammed Surface Transportation Program-Local (STP-L)

RECOMMENDED ACTION: Authorize the City Manager to execute the Fulfillment Agreement for Unprogrammed Surface Transportation Program-Local (STP-L).

FISCAL IMPACT: Los Angeles County Metropolitan Transportation Authority (LACMTA) determined the City's Annual Street Maintenance Project is eligible to use Proposition C funds. The City has a balance of $32,126 of unprogrammed STP-L Funds. To use these funds, the City would need to enter into a Fulfillment Agreement with the LACMTA. Additionally, the City was authorized to reallocate un-used STPL funding in the amount of $200,000 for the Annual Street Maintenance Project. No action is needed to move these funds into the City's Annual Street Maintenance Project. LACMTA will move these funds upon completion of the Fulfillment Agreement.

Amended Budget FY25-26	**Amount**	**Project Estimate**	**Amount**
Proposition C – Local Return	$200,000	Design	$0
Measure R – Local Return	$160,000	Construction	$1,264,388
Measure M – Local Return	$160,000		
Road Maintenance and Rehab	$280,000		
General Fund	$200,000		
Proposition C	*$32,126*		
Surface Transportation Program – Local	*$232,262*		
Total Estimated Budget	**$1,264,388**	**Total**	**$1,264,388**

STRATEGIC PLAN IMPLEMENTATION: N/A.

DISCUSSION: Los Angeles County Metropolitan Transportation Authority (LACMTA) historically apportioned approximately $31 million annually in Federal Surface Transportation Block Grant (STBG) funds to agencies throughout Los Angeles County through the STP-L funding program, based on population.

In 2021 and 2022, the federal government issued corrective actions to Caltrans and the Southern California Association of Governments (SCAG), respectively, determining that the population-based allocation methodology for STP-L funds did not comply with federal STBG requirements. As a result, effective July 1, 2023, the corrective action was applied to the Federal Transportation Improvement Program (FTIP), which prevented local agencies from programming and accessing any unprogrammed STP-L balances through the FTIP.

On April 24, 2025, the LACMTA Board of Directors met and approved the use of Proposition C funds to fulfill the balance of $32,126 of unprogrammed STP-L balance for the City. Under the terms of LACMTA's action, only eligible project activities occurring on or after April 24, 2025, would be eligible to use these funds.

The proposed Fulfillment Agreement between the City and LACMTA formalizes the City's allocation of $32,126 to be used for the City's Annual Street Maintenance Project.

The City has a balance of unused STP-L funds of $232,262. These funds will also be allocated to the Annual Street Maintenance Project. No action is required by the City to re-allocate these funds.

Staff will use these additional funds for the Annual Street Maintenance Project. The Annual Street Maintenance Project will include constructing asphalt berms, speed bumps, utility cover adjustments, cold milling, pavement repairs, placement of 2" asphalt-rubber hot mix overlay on Portshead Road, Boniface Drive, Grayfox Street, and Wildlife Road, and placement of slurry seal overlay on Selfridge Drive and Wildlife Road.

The Annual Street Maintenance Project is anticipated to be constructed during the Summer 2026.

Staff is recommending that City Council authorize the City Manager to execute the Fulfillment Agreement for Unprogrammed Surface Transportation Program-Local (STP-L). This will allow the City to use these funds on its Annual Street Maintenance Project.

ATTACHMENTS: Fulfillment Agreement for Unprogrammed Surface Transportation Program-Local (STP-L)

FULFILLMENT AGREEMENT FOR UNPROGRAMMED SURFACE TRANSPORTATION PROGRAM-LOCAL (STP-L)

This Fulfillment Agreement of Proposition C Funds ("AGREEMENT"), is made and entered into as of December 1, 2025, by and between the City of Malibu ("CITY") and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

LACMTA had historically apportioned, on an annual basis, $31 million of Federal Surface Transportation Block Grant (STBG) funds to agencies in Los Angeles County based on population through the STP-L funding program.

WHEREAS, in 2021 and 2022, the federal government issued a Corrective Action to Caltrans and the Southern California Association of Governments (SCAG), respectively, finding that the practice of allocating STP-L by population was out of compliance with STBG requirements; and

WHEREAS, on July 1, 2023, the Corrective Action took effect on the Federal Transportation Improvement Program (FTIP) and prevented agencies from programming and accessing their unprogrammed STP-L balance through the FTIP; and

WHEREAS, the LACMTA Board of Directors at its April 24, 2025, meeting approved using Proposition C funds to fulfill $32,126 of unprogrammed STP-L balance for the City of Malibu; and

WHEREAS, eligible project activities must occur on or after the LACMTA Board of Directors April 24, 2025, approval date; and

NOW THEREFORE, in consideration of the mutual benefits to be derived by CITY and LACMTA, and of the promises contained herein, it is hereby agreed as follows:

AGREEMENT:

1. LACMTA hereby provides a fulfillment of $32,126 of Proposition C funds (the “Funds”) to the City of Malibu for use on eligible project(s), to be determined by LACMTA. This assignment shall be automatically effective upon full execution of this AGREEMENT without the necessity of the execution, delivery or recording of any further instrument whatsoever. Notwithstanding the foregoing, at LACMTA's request, CITY shall execute and deliver such documents and instruments as may be required to evidence such assignment of the Funds.

2. CITY must complete and submit an Automated Clearing House (ACH) form (Attachment A) through LACMTA's website to allow LACMTA to make disbursements electronically. Disbursements via ACH will be made at no cost to CITY. If electronic disbursements are not the preferred method of disbursement, CITY may request an

Attachment 1

exception in writing.

3. CITY shall expend the Funds on eligible project(s), consistent with the Statement of Work, Schedule and Budget provided in Attachment B.

4. For the purposes of this AGREEMENT, the term "Eligible Project" shall mean the transportation activities described in the Proposition C Guidelines.

5. CITY must use the LACMTA Funds in the most cost-effective manner. If CITY intends to use a consultant or contractor to implement all or part of the Eligible Project, LACMTA requires that such activities be procured in accordance with CITY's contracting procedures and be consistent with State law as appropriate. CITY will also use the LACMTA Funds in the most cost-effective manner when the LACMTA Funds are used to pay "in-house" staff time. CITY staff or consultants with project oversight roles may not award work to companies in which they have a financial or personal interest. This effective use of funds provision will be verified by LACMTA through on-going project monitoring and through any LACMTA interim and final audits.

6. CITY shall submit Quarterly Progress and Expenditure Reports (Attachment C) to LACMTA that cover all activities related to the project, including deliverables, milestones, and costs incurred. The reports are due to LACMTA one month after the close of each quarter on October 31, January 31, April 30, and July 31. In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.

7. LACMTA, and/or its designee, shall have the right to conduct audits of CITY's use of the LACMTA Funds, as deemed appropriate, such as financial and compliance audits; interim audits; pre-award audits, performance audits, and final audits. CITY agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). CITY's records shall include, without limitation, any supporting evidence deemed necessary by LACMTA to substantiate CITY's use of LACMTA Funds. These records must be retained by CITY for five years following CITY's last use of the LACMTA Funds. CITY shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions of this AGREEMENT. The eligibility of costs for CITY's own expenditures submitted to LACMTA for the Eligible Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87 (relocated to Title 2 in the Code of Federal Regulations, Subtitle A, Chapter II, part 225). The eligibility of costs for CITY's contractors, consultants, and suppliers' expenditures submitted to LACMTA through CITY's Quarterly Progress and Expenditure Reports shall be in compliance with OMB Circular A-87 (as relocated) or Federal Acquisition Regulation (FAR) Subpart 31 (whichever is applicable). Findings of the LACMTA audit are final. When LACMTA audit findings require CITY to return monies to LACMTA, CITY agrees to return the monies within thirty (30) days after the final audit is sent to CITY.

8. The terms of this AGREEMENT shall commence on the date that this AGREEMENT

is fully executed and shall terminate once CITY has expended all the LACMTA Funds and all LACMTA audit and reporting requirements have been satisfied.

9. CITY shall fully indemnify, defend and hold LACMTA and its officers, agents, and employees harmless from and against any liability and expenses, including, without limitation, defend costs, any costs or liability on account of bodily injury, death or personal injury of any person, or for damages of any nature whatsoever arising out of (i) a breach of CITY's obligations under this AGREEMENT; or (ii) any act or omission of CITY or its officers, agents, employees, contractors, or subcontractors in the use of the LACMTA Funds.

10. LACMTA shall fully indemnify, defend and hold CITY and its officers, agents, and employees harmless from and against any liability and expenses, including, without limitation, defend costs, any costs or liability on account of bodily injury, death or personal injury of any person, or for damages to or loss of risk of property, any environmental obligations, any legal fees and any claims for damages of any nature whatsoever arising out of (i) a breach of LACMTA's obligations under this AGREEMENT; or (ii) any act or omission of LACMTA or its officers, agents, employees, contractors, or subcontractors in the use of CITY's Funds.

11. This AGREEMENT may be amended or modified only by mutual written consent of LACMTA and CITY.

12. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY OF MALIBU
Tatiana Holden
Assistant Public Works Director/Assistant City Engineer
23825 Stuart Ranch Road
Malibu, CA 90265
Email: tholden@malibucity.org

LACMTA
Mercedes Meneses
Principal Transportation Planner
Countywide Planning and Development
One Gateway Plaza (Mail Stop: 99-23-3)
Los Angeles, California 90012-2952
Email: menesesm@metro.net

13. This AGREEMENT shall be interpreted and governed by the laws of the State of California.

14. This AGREEMENT constitutes the entire understanding between the parties with respect to the subject matter herein.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers as of the date stated below.

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
Stephanie Wiggins
Chief Executive Officer

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
Deputy

Digitally signed by: 4dd8a4b6-a104-429a-9907-9b6d6de7c696
DN: CN = 4dd8a4b6-a104-429a-9907-9b6d6de7c696
Date: 2026.04.17 09:29:24 -08'00'

CITY OF MALIBU

By: _____
Marianne Riggins
Mayor

APPROVED AS TO FORM:

TREVOR RUSIN
Interim City Attorney

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

By: _____
Interim City Attorney

AUTOMATED CLEARING HOUSE (ACH) PAYMENT AUTHORIZATION

SECTION I: *Supplier Information*		
Supplier Number:		
Company Name:		
Payment Address:		
City:	State: CA	Zip Code:
Contact Name:		Contact Phone Number:
Email Address:		
SECTION II: *Banking Information*		
Tax ID:		
Bank Name (Required):		
Account Name:		
Account Type (Required): ☐ Checking ☐ Savings		
Account Number (Required):		
Routing Number (Required):		
Print Name of Authorized Person:		
Print Title :		
Phone Number:		
Signature of Authorized Person:		
Date:		
SECTION IV: ***Approval*** *- Metro Use Only*		
Approved by:		Date:
Entered by:		Date:

AUTOMATED CLEARING HOUSE (ACH) PAYMENT AUTHORIZATION

Field	Description
Supplier Number	If you know the supplier number, please enter. If not, not required.
Company Name	Enter name of company doing business with L.A. Metro.
Payment Address	Enter address where payment may be mailed in accordance with Metro records.
Contact Name	Enter name of person from your company that Metro may contact for more information if required.
Contact Phone Number	Enter number where contact person may be reached.
Email Address	Enter the email address where payment detail information can be sent (i.e., information to include payment amount, payment date, description of invoices paid, etc.)
Tax ID Number	Enter company's tax identification number.
Bank Name	Enter the bank name where payments are to be sent (i.e. Bank of America, Washington Mutual, etc.)
Routing Number	Enter the first 9 numbers of the account to which you would like funds sent. This information is located on your check for the account. Do not use information from a deposit slip.
Account Name	Enter the official name of the account.
Account Number	Enter the account number to which funds are to be sent.
Account Type	Check the appropriate account type
Authorized Person & Title	Enter name and title of person of your company authorized to approve ACH transactions.
Signature	Must be a wet signature
Phone Number	Enter phone number where authorized person may be contacted.

AUTOMATED CLEARING HOUSE (ACH) PAYMENT AUTHORIZATION

Please mail your completed form along with a copy of a *voided check* to:

Metro Accounts Payable
P.O. Box 512296
Los Angeles, CA 90051

Questions? Please feel free to contact the AP hotline at:

213-922-6811 option 3

Attachment B

STATEMENT OF WORK

Project Title:
Annual Street Maintenance Project

Project Description:
The project includes constructing asphalt berms, speed bumps, utility cover adjustments, cold milling, pavement repairs, placement of 2" asphalt-rubber hot mix overlay on Portshead Road, Boniface Drive, Grayfox Street, and Wildlife Road, and placement of slurry seal overlay on Selfridge Drive and Wildlife Road.

Project Schedule:

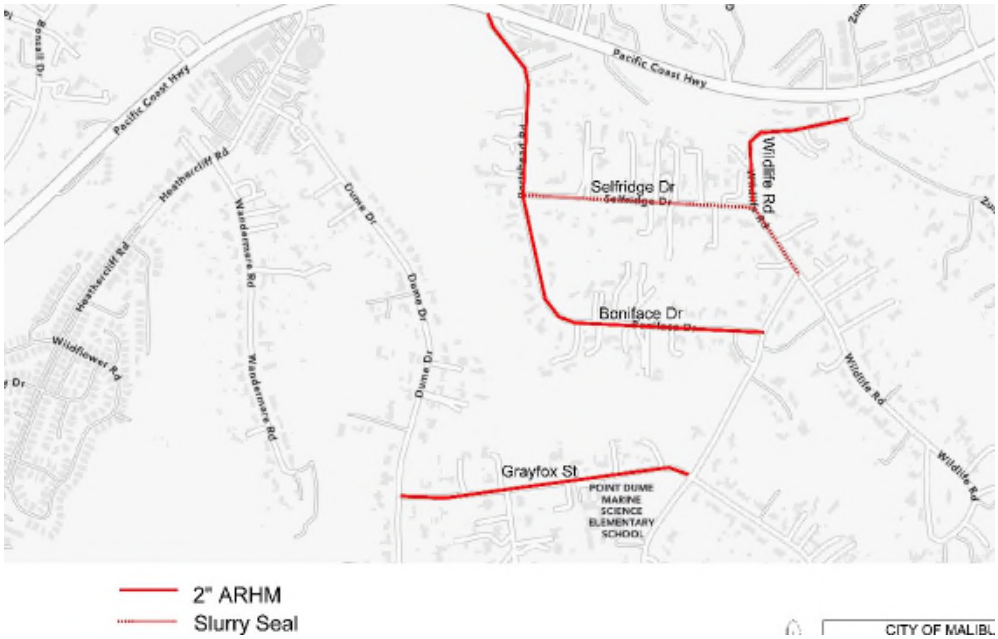
Advertise	December 2025
Award Contract	January 2026
Start Construction	February 2026
Complete Construction	May 2026

Project Funding:

Metro Prop C (Fulfillment Funds)	$32,126
Proposition C – Local Return	$200,000
Measure R Local Return	$160,000
Measure M Local Return	$160,000
Road Maintenance and Rehabilitation	$280,000
City 2023 Exchange Funds	$232,262
Total Project Budget	**$1,064,388**

Project Map:
See next page.

Project Map:


Pacific Coast Hwy
Heathercliff Rd
Wanderemere Rd
Dune Dr
Selfridge Dr
Wildlife Rd
Boniface Dr
Wildflower Rd
Grayfox St
POINT DUME MARINE SCIENCE ELEMENTARY SCHOOL
2" ARHM
Slurry Seal
CITY OF MALIBU

Attachment C

QUARTERLY PROGRESS REPORT

Project Title: _____

Report Date: _____

Submitted by: _____

Submitted for Fiscal Year: _____

Quarter: Jul-Sep ☐ Oct-Dec ☐ Jan-Mar ☐ Apr-Jun ☐

Project Budget: _____

Fulfillment Amount: _____

1. **Project-to-Date Expenditure**

   % of Project Budget Expended to Date: _____

   % of Project Completion: _____

2. **Milestones**

Description	Start Date	End Date
Environmental Clearance		
Design Bid & Award		
Design		
Right-of-Way		
Construction Bid & Award		
Construction		

3. **List tasks or milestones accomplished and progress made this quarter.**

4. **If project is delayed, describe reasons for delay.**

City Council Meeting
05-11-26
Item 1.B.6.

Council Agenda Report

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

Prepared by: Brandie Ayala, Interim Public Works Administration Manager

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

Approved by: Joseph D. Irvin, City Manager

Date prepared: April 22, 2026 Meeting date: May 11, 2026

Subject: Amendment to Professional Services Agreement with Chen Ryan & Associates

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RECOMMENDED ACTION: Authorize the Mayor to execute Amendment No. 3 to Professional Service Agreement with Chen Ryan & Associates (CRA), Inc. dba CR Associates, for additional design engineering services and support during construction for the Pacific Coast Highway (PCH) Right Turn Improvements – Trancas Canyon Road Project in the amount of $40,000 for a total not to exceed $260,440.62.

FISCAL IMPACT: Funding for this project is included in the Adopted Budget for Fiscal Year 2025-2026 in Account No. 310-9100-5100.00 (PCH at Trancas Canyon Right Turn Lane). The funds identified for this project are through Los Angeles County Metropolitan (Metro) Measure R Transportation Funds. This amendment of $40,000 is sufficient to complete the remaining items for design and will provide additional support during construction. The overall funding, in the amount of $1,325,000, is sufficient to complete the construction of the project. See the table below.

Project Funding		**Project Estimate**	
Measure R	$1,325,000	Design	$260,441
		Construction	$1,064,559
Total Funding	**$1,325,000**	**Total Estimate**	**$1,325,000**

STRATEGIC PLAN IMPLEMENTATION: N/A.

DISCUSSION: On May 9, 2022, the City entered into an agreement with CRA to provide engineering consultant services for the PCH Right Turn Improvements – Trancas Canyon

Road. The project was recommended by the 2015 PCH Safety Study with the assigned priority number 22 out of 130. The project objective is to improve safety and operations on PCH by adding a new dedicated westbound right-turn lane on PCH. The project will also include reconfiguring and restriping the westbound travel lanes on PCH and traffic signal modifications to accommodate the proposed right-hand lane. The proposed right turn lane has been coordinated with Caltrans' Trancas Bridge Replacement Project. The new right-hand lane will reduce traffic conflicts and collision incidents and will provide a safer environment for vehicles and pedestrians.

On August 26, 2024, Council approved Amendment No. 1 for additional services to prepare new necessary project documentation required by Caltrans including shoulder, medians, non-horizontal clearance associated with utility poles, traffic data, and updated detailed engineering and environmental documents.

On October 27, 2025, Council approved Amendment No. 2 additional support services during construction, to assist in submittal reviews, respond to request for information, and any other items that may arise during the construction phase and extends the term of the agreement.

This amendment includes increasing the total amount of the agreement to compensate CRA for performing additional designs services including the preparation of a design engineering evaluation report as part of Caltrans requirements for an encroachment permit. Beyond this amendment, there is sufficient funding for the construction of this project.

The project is currently in the final design phase. On April 20, 2026, Caltrans issued an encroachment permit for the project. Staff is finalizing the construction documents and anticipates construction to start in September 2026.
Staff recommends the City Council authorize the Mayor to execute Amendment No. 3, increasing the agreement in the amount of $40,000 for a total not-to-exceed amount to $260,440.62.

ATTACHMENTS:

1. Amendment No. 3 to Professional Services Agreement with CRA

Docusign Envelope ID: 9C88F230-AE44-84C1-83A7-3F1809383FD5

AMENDMENT NO. 3 TO AGREEMENT

THIS AMENDMENT NO. 3 TO AGREEMENT is made and entered in the City of Malibu on May 11, 2026, by and between the CITY OF MALIBU, a municipal corporation, hereinafter referred to as City, and Chen Ryan Associates, Inc., a California Corporation (dba CR Associates), 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 May 9, 2022, the City entered into an Agreement with Consultant for engineering design services for the Pacific Coast Highway Right Turn Lane at Trancas Canyon Road (the "Agreement").

B. On August 26, 2024, the parties entered into Amendment No. 1 to amend the Agreement. Amendment No. 1 modified the project design to include Caltrans' current standards including shoulder medians, non-horizontal clearance associated with utility poles, support documentation with requested traffic data, and updated detailed environmental and engineering.

C. On October 27, 2025, the parties entered into Amendment No. 2 to amend the Agreement. Amendment No. 2 further modified the Scope of Services for the Agreement to include final design, bid support services, submittal reviews and support during the construction phase, increasing compensation, and extend the term of the Agreement to expire May 9, 2027.

D. The Parties desire to further amend the Agreement to increase Consultant's compensation and expand the scope of work to include addressing Caltrans comments, completing permit documentation, and advancing the project to construction.

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. Section 1.0 – Scope of the Consultant's Services, of the Agreement, is hereby amended as set forth in Exhibit A attached hereto. The Scope of Work set forth in Exhibit A shall expand the Consultant's duties the scope of work set forth in the original agreement.

2. Section 4.0 – Compensation for Services, of the Agreement, is hereby amended in the amount of $40,000 for a new total not to exceed $260,440.92 as set forth in Exhibit A attached hereto. The compensation 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 No. 3 remain in full force and effect.

Docusign Envelope ID: 9C88F230-AE44-84C1-83A7-3F1809383FD5

This Agreement is executed on 5/1/2026, at Malibu, California, and effective as of April 1, 2026 (the "Effective Date").

CITY OF MALIBU:

_____
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

CHEN RYAN ASSOCIATES, INC.,
a California Corporation (dba CR Associates):

Signed by:
Adam S Chase
F1B965CC45ED4DE...

By: Adam S Chase
Title: Principal / Executive Vice President

Docusign Envelope ID: 9C88F230-AE44-84C1-83A7-3F1809383FD5

Exhibit A

April 13, 2026

Jorge Rubalcava,
City of Malibu
Senior Civil Engineer

Re: Amendment #3 to the Contract for PCH Right Turn Lane at Trancas Canyon Road

Dear Mr. Rublacava,

CR Associates (CRA) [formerly Chen Ryan Associates, Inc.] is submitting this amendment #3 to the scope of work and fee to the City of Malibu (the "Client") to continue to provide professional engineering services for finalizing the project, bidding support, and construction support which is needed to address Caltrans documentation to the CRA submitted project (the "Proposed Project").

Amendment #3 to the Scope of Services

Task 10 Additional Services

Following our previous change order for Caltrans encroachment permit coordination, CRA received several rounds of Caltrans comments that required significant additional effort beyond the original scope of amendment #2. The bid support work was placed on hold pending resolution of those comments, and the extent of the required revisions and coordination has necessitated additional design and permitting support.

CRA requests an additional $40,000 to cover the continued work required to address Caltrans comments, complete permit documentation, and advance the project to construction. All work will continue to be performed on a time-and-materials basis and will include permit requirement completion, bid support, and construction design support as previously outlined.

Additional Services

Any services not specifically described in the above scope, as well as any changes proposed by City or Caltrans in the scope the Client requests, will be considered Additional Services and will be performed at our hourly rates. Prior to commencing the Additional Services, Consultant shall obtain prior written approval from the Client.

Project Schedule

We are continuing to support the project as needed.

Compensation

CRA will perform the additional scope of services outlined above on a time and materials basis not to exceed $40,000.

We appreciate the opportunity to submit this proposal. Sincerely,

Adam Chase, PE, TE
Principal / Executive Vice President

City Council Meeting
05-11-26
Item
1.B.7.

Council Agenda Report

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

Prepared by: Gregory Kajszo, Assistant to the City Manager

Approved by: Joseph D. Irvin, City Manager

Date prepared: April 27, 2026 Meeting date: May 11, 2026

Subject: Letter of Opposition for AB 768

RECOMMENDED ACTION: Authorize the Mayor to sign a Letter of Opposition for Assembly Bill 768, legislation that exempts mobilehome spaces within a mobilehome park from local rent control if the mobilehome space is not used as permanent housing by the homeowner or a tenant approved under specified law.

FISCAL IMPACT: There is no fiscal impact associated with the recommended action.

STRATEGIC PLAN IMPLEMENTATION: N/A.

DISCUSSION: Assembly Bill 768 (Farías) exempts mobilehome spaces within a mobilehome park from local rent control if the mobilehome space is not used as permanent housing by the homeowner or a tenant approved under specified law.

On February 9, staff presented proposed amendments to the Malibu Mobilehome Park Rent Stabilization Ordinance. Council directed staff and the Mayor and Mayor Pro Tem to work with California Strategies to oppose AB 768.

In accordance with Council's direction, representatives from California Strategies drafted a letter of opposition, provided for Council's consideration as Attachment 1.

ATTACHMENTS:

1. Letter of Opposition for AB 768.

City of Malibu

23825 Stuart Ranch Road · Malibu, California · 90265-4861
Phone (310) 456-2489 · Fax (310) 456-3356 · www.malibucity.org

The Honorable Jesse Arreguin
Chair, Senate Housing Committee
1021 O Street, Room 6710
Sacramento, CA 95814

Re: City of Malibu Opposition to AB 768 (Ávila Farías)

Honorable Senator Arreguin and Members of the Senate Housing Committee,

On behalf of the City of Malibu, I write to oppose AB 768, which would exempt a mobilehome space within a mobilehome park from local rent control if the mobilehome space is not used as permanent housing by the homeowner or a tenant approved under specified law.

As stated in the bill analysis, more than one million people live in California's approximately 4,500 mobilehome parks. Compared to other types other types of housing, rental increases can have a disproportionate impact on mobilehomes. Mobilehomes are not truly mobile, in that it is often cost-prohibitive to relocate them. The cost to move a mobilehome ranges from thousands to tens of thousands of dollars depending on the size of the home and the distance traveled. A mobilehome owner whose home is located in a mobilehome park does not own the land the unit sits on, and must pay "space rent" and fees for the land and any community spaces.

The mobilehome context is different from other rental housing because of this split in ownership between the structure and the land underneath. That split means that mobilehome owners not only risk having to move if rent becomes unaffordable; they also risk losing a major asset – the mobilehome – which may be among the only assets they possess. Furthermore, the in-place value of a mobilehome depends largely on the rental rate for the ground underneath it. The higher the rent for the space, the lower the sale value of the mobilehome. In that context, just a small percentage change in the rent may take on a heightened impact.

The City of Malibu is concerned about potential unjust increases in rent and negative impacts on mobilehome parks resulting from this legislation, and for these reasons we respectfully urge the Legislature to vote “No” on AB 768.

Sincerely,

Bruce Silverstein
Mayor, City of Malibu

Attachment 1

Recycled Paper

City Council Meeting
05-11-26
Item 1.B.8.

Council Agenda Report

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

Prepared by: Travis Hart, Deputy Public Works Director

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

Approved by: Joseph D. Irvin, City Manager

Date prepared: March 17, 2026 Meeting date: May 11, 2026

Subject: Amendment to Professional Services Agreement with Integrated Performance Consultants, Inc.

RECOMMENDED ACTION: Authorize the Mayor to execute Amendment No. 4 to the Professional Services Agreement with Integrated Performance Consultants, Inc. (IPC) for operations, maintenance, and management services at the Civic Center and Paradise Cove Stormwater Treatment Facilities.

FISCAL IMPACT: No additional appropriation is required. Funding for this amendment is included in the Adopted Budget for FY 2025-26 in Account Nos.100-3007-5610 (Civic Center) and 100-3007-5601-01 (Paradise Cove).

STRATEGIC PLAN IMPLEMENTATION: N/A.

DISCUSSION: The City owns and operates two stormwater treatment facilities: the Civic Center Stormwater Treatment Facility and the Paradise Cove Stormwater Treatment Facility. The Civic Center facility, including two pump stations located on Cross Creek Road and near the Malibu Lagoon, was constructed in 2007. The Paradise Cove facility was constructed in 2010. These facilities capture, filter, and disinfect stormwater flows, and require routine maintenance to ensure effective and efficient operation.

On February 1, 2018, the City issued a Request for Qualifications/Proposals (RFQ/P) for the operation, maintenance, and management of the Civic Center and Paradise Cove Stormwater Treatment Facilities. On May 14, 2018, the City entered into a Professional Services Agreement with Integrated Performance Consultants, Inc. (IPC). On April 26, 2021, the City Council approved Amendment No. 1, extending the term of the agreement

through May 14, 2024. On May 13, 2024, the City Council approved Amendment No. 2, extending the term through May 14, 2025. Subsequently, the City Council approved Amendment No. 3, extending the agreement through May 14, 2026.

The stormwater treatment facilities utilize specialized disinfection processes, including ultraviolet (UV) and ozone treatment systems. IPC has demonstrated the necessary expertise, technical knowledge, and resources to effectively operate and maintain these facilities. These services are considered specialized in nature, and IPC's familiarity with the systems allows for efficient operations and rapid response during emergency and unplanned events.

IPC has consistently provided satisfactory service and management. Approval of Amendment No. 4 will allow IPC to continue providing these critical services without interruption. An RFQ/P will be issued to request qualified proposals for the services prior to the expiration of this amendment.

Staff recommends that the City Council approve Amendment No. 4 to the Professional Services Agreement with IPC, extending the term for an additional one-year period through May 14, 2027. This amendment does not modify the compensation structure of the agreement.

ATTACHMENTS:

1. Amendment No. 4 to Professional Services Agreement with Integrated Performance Consultants, Inc.

Docusign Envelope ID: 3A02A077-0E95-8FF3-81EC-B0AECE5CB5CE

AMENDMENT NO. 4 TO AGREEMENT

THIS AMENDMENT NO. 4 TO AGREEMENT FOR PROFESSIONAL SERVICES ("Amendment No. 4") is made and entered on May 11, 2026, by and between the CITY OF MALIBU, a municipal corporation, hereinafter referred to as "City", and Integrated Performance Consultants, Inc., a California corporation, hereinafter referred to as "Consultant". City and Consultant are each a "Party" and collectively, the "Parties".

The City and the Consultant agree as follows:

RECITALS

A. On May 14, 2018, the City entered into an Agreement with Consultant for operations, maintenance and management of the Civic Center and Paradise Cove Stormwater treatment Facilities (the "Agreement").

B. On April 26, 2021, the City amended the Agreement to extend the term of the Agreement for three additional years expiring on May 14, 2024.

C. On May 13, 2024, the City amended the Agreement to extend the term of the Agreement for one additional year to expire May 14, 2025.

D. On May 27, 2025, the City amended the Agreement to extend the term of the Agreement for one additional year to expire on May 14, 2026.

E. The Parties desires to further amend the Agreement to extend the term of the Agreement for an additional year, expiring on May 14, 2027.

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. Section 2.0 – Term of Agreement, of the Agreement, is hereby extended to May 14, 2027.

2. 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.

3. All terms and conditions of the Agreement not amended by this Amendment No. 4 remain in full force and effect.

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.

Attachment 1

Docusign Envelope ID: 3A02A077-0E95-8FF3-81EC-B0AECE5CB5CE

This Agreement is executed on 4/26/2026, at Malibu, California, and effective as of May 14, 2026.

CITY OF MALIBU:

_____
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

INTEGRATED PERFORMANCE CONSULTANTS, INC., a California corporation:

DocuSigned by:
Mardi Meadors
9E6826E7428D4C0...

By: Mardi Meadors
Title: President

Council Agenda Report

City Council Meeting
05-11-26
Item 1.B.9.

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: May 6, 2026 Meeting date: May 11, 2026

Subject: Amendment to Agreement for Rebuild Coastal Engineering Review Consulting Services

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RECOMMENDED ACTION: Authorize the Mayor to execute Amendment No. 1 to Professional Services Agreement with NV5, Inc. (NV5) as a secondary consultant to provide coastal engineering review services.

FISCAL IMPACT: No additional appropriation is required. The amendment is to add additional services. The original agreement was approved for a four-year term. The four-year term is spread over five separate fiscal years. Funding for the first year of this agreement and amendment is included in the Adopted Budget for FY 2025-26 in Account No. 102-3102-5100-03 (Fire Rebuilds – Building Safety). Subsequent adopted budgets will include the remaining funding required for this agreement and services. Funding for these services may qualify for FEMA and CalOES reimbursement based on the existing Major Disaster Declaration for the Palisades Fire.

The City submitted a grant application in the amount of $14.6 million to CalOES for FEMA's Hazard Mitigation Grant Program (HMGP). When awarded, this grant will be for a period of four years. As such, staff prepared agreements for a 4-year term. The HMGP covers 75% of the approved project's cost. The City is responsible for covering the remaining 25% using non-federal sources such as City revenue derived from development review applications. Staff will remain within the approved budget and will adjust service levels and purchase orders as necessary to align with available funds.

Execution of this amendment does not obligate the City to expend the total contract not-to-exceed amount. The original agreement contains a termination clause that allows the City to discontinue services if funds are unavailable or the services are no longer required.

The City Council continues to reassess all consultant allocations as part of the Fiscal Year 2026-2027 budget process to ensure that expenditures remain fiscally responsible and in compliance with reimbursement requirements.

STRATEGIC PLAN IMPLEMENTATION: This item supports the 2025-2028 Strategic Plan Goal 1: Support Community Rebuilding and Long-Term Recovery.

DISCUSSION: After the Palisades Fire, the City entered into numerous emergency agreements for rebuild and recovery efforts. Since that time, the City has applied for FEMA Public Assistance funding to recover expenditures resulting from the disaster. On September 15, 2025, the City submitted a grant application for FEMA's HMGP that is administered through CalOES. This grant will cover the City's expenses during the recovery process, including operating the City's Rebuild Center, staff time, and associated consultant costs.

To ensure eligibility for reimbursement for all services rendered, the City must abide by federal procurement standards outlined in 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards). These regulations require that all contracts for services funded in whole or in part with federal assistance be procured in a full and open, competitive manner.

On August 8, 2025, the City released a Request for Qualifications (RFQ) for Fire Recovery and Rebuild Consulting Services. On September 30, 2025, the City received 30 proposals. During the week of October 6, 2025, ten staff members reviewed and evaluated the proposals. Qualified consultants were invited to interview on October 23, 2025, before a panel of City staff. Based upon the consultant's qualifications to perform the work needed, City staff identified 18 consultants to support implementation of the City's post-wildfire disaster efforts. The procurement process followed established competitive procedures to ensure transparency and compliance with federal requirements. All procurement documentation is being retained by staff to ensure transparency and compliance. The City aimed to ensure that the procurement process attracted the maximum number of qualified consultants, minimizing conflicts of interest and avoiding any appearance of bias. This proactive approach safeguards the City's eligibility for FEMA reimbursement, promotes transparency and competition, and positions the City for efficient disaster recovery operations.

On November 24, 2025, the City entered into 18 agreements, including an agreement with Moffat & Nichol for coastal engineering review services and an agreement with NV5 for engineering geology and geotechnical engineering review services, as well as environmental programs related to the City's recovery efforts.

When the City entered into its agreement with Moffat & Nichol, it was anticipated that a single consultant would be sufficient to meet the City's needs for coastal engineering

review services. Since then, project demands have evolved. Application volumes have increased beyond initial projections, and the City is now preparing for a substantial influx of fire rebuild applications. Application volume has grown significantly, and with the expected influx of fire rebuild projects, existing resources are not sufficient on their own to consistently meet the City's 10-day turnaround goal. The additional resources provided by this amendment will assist staff who continue to manage high workloads and tight deadlines.

To address this influx of rebuild applications, staff proposes adding a secondary consultant for coastal engineering review services to augment existing resources. This added capacity will allow for flexibility to distribute workload more efficiently, reduce bottlenecks during peak submittal periods, and maintain continuity of service when demand exceeds baseline capacity. The secondary consultant will supplement, rather than replace, the primary consultant, allowing for parallel processing of plan checks and improved responsiveness to applicants.

The City's primary consultant, Moffat & Nichol, will continue to provide reliable and high-quality service; however, the scale and urgency of incoming applications require additional support to maintain established service levels. In response, staff reviewed the scores of the responsive consultants previously identified for the August 8, 2025 RFQ, and NV5 received the second-highest ranking for coastal engineering review services. Staff contacted NV5, and it was determined that they were capable and available to be the City's secondary consultant.

At this time, staff is requesting Council authorize the Mayor to execute Amendment No. 1 to expand the scope of work in the November 24, 2025, agreement with NV5 to include coastal engineering reviews and modify the schedule of fees.

ATTACHMENTS: Amendment No. 1 to Professional Services Agreement with NV5, Inc.

Docusign Envelope ID: E124CB15-3548-8B7D-8133-D5DD25C39FF9

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 May 11, 2026, by and between the City of Malibu, a municipal corporation, hereinafter referred to as City, and NV5, 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 November 24, 2025, the City entered into a Professional Services Agreement with Consultant for engineering geology and geotechnical engineering review services and environmental programs including stormwater management, water quality compliance, and spill response in response to the City's recovery efforts (the "Agreement").

B. The Parties desires to amend the Agreement to expand the scope of work to include coastal engineering review services, amend the scheduled of fees, and include a not-to-exceed budget amount, and Consultant has submitted a proposal for this purpose that is acceptable to the City.

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

1. Section 1.0 of the Agreement (Scope of Work), is hereby amended as set forth in Exhibit A attached hereto. The Scope of Work set forth in Exhibit A shall expand the Consultant's duties and will be in addition to the scope of work in Exhibit A of the original Agreement.

2. Section 4.0 of the Agreement (Compensation for Services) is hereby amended to read as follows:

> **4.0 COMPENSATION FOR SERVICES.** The City shall pay the consultant for its professional services rendered and cost incurred pursuant to this Agreement in accordance with Exhibit A, Scope of Work, and Exhibit B, Compensation Schedule. The cost of services shall not exceed an average of $700,000 per year, for a total amount not to exceed $2,800,000 for the term of the agreement. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or his or her designee.

3. The Parties agree to amend the fee and cost schedule included in Exhibit B – COMPENSATION FOR SERVICES attached to the Agreement with the fee and cost schedule, attached to this Amendment as Exhibit B - Schedule of Fees – Coastal Engineering Services. The additional fee and cost schedule will supplement and be in addition to the fee and cost schedule attached to the original Agreement.

4. Incorporation of Exhibits. All exhibits attached to this Amendment are hereby incorporated into the Agreement by this reference. To the extent there is any conflict

Docusign Envelope ID: E124CB15-3548-8B7D-8133-D5DD25C39FF9

between an exhibit attached to this Amendment and the exhibits attached to the original Agreement, the exhibits attached to this Amendment shall control.

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

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

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

8. The effective date of this Amendment is May 11, 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

NV5, a California corporation

Signed by:
By: _____
C7EAAAEA6C7D4CD...
Name: JEFFREY M. COOPER
Title: EVP, Chief Operating Officer

Docusign Envelope ID: E124CB15-3548-8B7D-8133-D5DD25C39FF9

Exhibit A

Scope of Work – Coastal Engineering Services

The City shall compensate the Consultant for services performed and costs incurred under this Amendment in accordance with the fee and cost schedule contained in Exhibit B of the Amendment. No additional compensation shall be paid for any other expenses unless such expenses are approved in advance in writing by the City Manager or the City Manager's designee.

The Consultant shall not commence any work for the City of Malibu until written authorization has been provided by the Community Development Director or the Director's designee. Consultant shall submit itemized invoices identifying the specific tasks performed, corresponding hours, and associated costs for each billing period.

Task 3.0: Coastal Engineering

1. Review and evaluate coastal engineering reports. Reviews shall be performed with reference to the City's "Fire Rebuild – Geologic/Geotechnical and Coastal Engineering Guidelines". Provide City staff with recommendations as to the acceptability of such reports and provide detailed review comments to bring the report in compliance with City requirements. Reviews may be conducted in-person or virtually.

2. Maintain the City's Coastal Engineering Guidelines, as appropriate, to maintain conformance with standards of practice and applicable City and State codes and ordinances. This shall be done with each code cycle in addition to City codes and ordinances.

3. Project review services shall be completed utilizing the City's adopted plan review software (e.g., Bluebeam Studios) to, for example, markup plans with corrections and redlines and/or coordinate with other internal departments.

4. Accept any and all documents electronically; including utilization of OnBase (records management system) and any additional electronic formats accepted by the City.

5. Provide the applicant designee and the City a list of items needing clarification or change to achieve conformance with all State, Federal, and local regulations.

6. Plan approval shall not be recommended to the City until all code compliance issues are resolved to the best of the applicant's knowledge, and all requirements of the City have been satisfied.

7. Perform services within ten (10) business days upon receipt notification that a review has been authorized.

8. Peer Review Coastal Engineering reports.

9. Receive final review and approval by the City on all Code interpretations.

10. Attend and participate in local and regional meetings on behalf of the City; including locations other than Consultants office and Malibu City Hall.

Docusign Envelope ID: E124CB15-3548-8B7D-8133-D5DD25C39FF9

11. Make presentations to City Council, public and other agencies as requested by City staff.

12. Provide staff for routine office hours Monday – Friday, 8:00 AM - 4:00 PM. Location (Rebuild Center or virtually), time, and days for such services will be mutually agreed upon with the City.

13. Provide 24-hour on-call emergency response services as necessary to evaluate existing or pending coastal hazards (or damages resulting therefrom) to public or private property.

14. Maintain one (1) individual as the contact for all communication with the City. Furnish assigned personnel with all necessary materials, resources, and training to conduct reviews, including a current copy of applicable City amendments, policies, procedures, and forms.

15. Provide administrative personnel to support project intake and tracking related to Coastal Engineering reviews and shall be included in hourly rate.

16. Respond within one (1) business day to questions or directives from the City.

17. Calculate appropriate review fees based on the City's most current fee schedule.

18. Maintain thorough and accurate recordkeeping.

19. Must have familiarity with Municipal government records and development workflow processes.

20. Professional Conduct: Must maintain professionalism in all interactions with the public, adhere to ethical standards, and follow all applicable laws and procedures.

21. Safety Protocols: Must follow City safety standards to protect consulting staff and the public during field activities.

22. Must have basic knowledge of Municipal government policies and procedures.

23. Special Projects may include other tasks and duties as assigned by the City Building Official or designee.

24. Provide services related to Flood Plain Management Services including but not limited to substantial improvements review, LOMR, and variances at the direction of the Public Works Director.

Docusign Envelope ID: E124CB15-3548-8B7D-8133-D5DD25C39FF9

Exhibit B

Schedule of Fees – Coastal Engineering Services

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

3.1.0 Flat-Fix Fees – In-kind +10% Rebuilds

Flat-fixed fee services are for rebuild reviews of in-kind or in-kind+10% reviews.

Service Performed	Consultant Rate
Peer Review	
Major NSFR, substantial improvements, new or replacement of onsite wastewater treatment system (OWTS)	$5,000
Minor Minor improvements, remodels	$1,080
Plan Check Only	$1,080
Time and materials review	$270/hour
Counter Hours	$270/hour

*Major and Minor flat-fixed fee is a one-time fee for reviews in planning, if applicable, and building plan check. Authorization is required to charge time and materials after the flat-fixed fee is expended.

3.2 Coastal Development Permits

Fixed fee includes initial submittal package completeness review and two substantive reviews. Separate fees apply to Planning and building plan check reviews.

Peer Review	Consultant Rate
Standard (NSFR, substantial improvements, NOWTS)	$2,716
New Seawall and New OWTS	$2,437
Minor (unsubstantial improvements, remodels, additions)	$1,080
Plan Check	$1,080
Time and materials review	$270/hour

*Authorization is required to charge time and materials after the flat-fixed fee is expended.

Docusign Envelope ID: E124CB15-3548-8B7D-8133-D5DD25C39FF9

3.3 Professional Services:

Fees for professional services other than peer review and City services are based on an hourly rate.

Hourly Rates

Classification	**Hourly Rates**
Junior Engineer	$135
Assistant Engineer	$155
Associate Engineer	$175
Senior Engineer	$195
Principal Engineer	$270

City Council Meeting
05-11-26
Item
5.A.

Council Agenda Report

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: April 22, 2026 Meeting date: May 11, 2026

Subject: Updated Developer Fee Program for the Benefit of the Consolidated Fire Protection District of Los Angeles County

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RECOMMENDED ACTION: 1) Conduct the public hearing; and 2) Adopt Resolution No. 26-24, adopting the updated developer fee and fire station program for the benefit of the consolidated fire protection district of Los Angeles County and rescinding Resolution No. 25-15

FISCAL IMPACT: There is no fiscal impact associated with the recommended action. The City delegates the authority of administering and collecting the Developer Fee to the District from new development projects. Fire rebuild projects are exempt from this fee.

STRATEGIC PLAN IMPLEMENTATION: N/A.

DISCUSSION: On February 12, 1991, during incorporation, the City of Malibu entered into an agreement with the Los Angeles County Board of Supervisors (Board) establishing the Consolidated Fire Protection District (District). On July 12, 1990, prior to City incorporation, the Board adopted a resolution establishing the County of Los Angeles Developer Fee Program for the benefit of the District. The Developer Fee Program (Program) was implemented on August 1, 1990. The City has continued to remain in the District for essential fire protection and emergency medical services. Should Council choose to opt out of the District, the City will no longer receive these services and will be required to evaluate other options for funding and implementing fire and emergency medical services.

The purpose of the Developer Fee is to cover additional costs for the construction of new fire stations and the purchase of necessary equipment. The District will only collect fees from new development projects. The Fire Department does not use these fees for responding to actual fire emergencies. Additionally, the Program does not fund mutual aid provided to agencies stricken by an emergency whenever resources are overwhelmed or

inadequate; the fee would not apply to fire rebuild projects. The Program goal is generating funds for capital projects necessary to maintain fire protection services within the existing service areas of the District. This Program funds the acquisition, construction, improvement, and equipping of fire station facilities in the high-growth, urban-expansion areas of the District.

The District conducts annual evaluations of the Program and makes appropriate recommendations through the Detailed Fire Station Plan. The Fire Station Plan reflects fire station requirements based upon the most current growth projections in three developer fee areas of benefit: 1) Malibu/Santa Monica Mountains, 2) Santa Clarita Valley, and 3) Antelope Valley. The 2024-25 rate in the Malibu/Santa Monica Mountains developer fee area of benefit was $1.1851 per square foot of new development. During 2024-25, $163,461.96 in revenue fees was collected for Area of Benefit 1; of that total, new development fees within Malibu city limits were $100,373.79.

On March 24, 2026, the Board conducted a public hearing to update the Program, and adopted a rate increase of $0.0566, raising it to $1.2417 per square foot of new development. This rate reflects current costs associated with land acquisition, fire station construction, purchase of apparatus and equipment, and administration in each of the three areas. This updated rate will be effective June 1, 2026, in the unincorporated areas within Area of Benefit 1.

Under the agreement between the City and the District, the City must adopt, by resolution, the new Developer Fee within 60 days of the Board adoption. Most recently, the Council adopted Resolution No. 25-15 which will be rescinded by the adoption of Resolution No. 26-24. For the immediate preservation of the public peace, health, and safety, staff is recommending remaining in the Consolidated Fire Protection District and the adoption of Resolution No. 26-24.

ATTACHMENTS:

1. Resolution No. 26-24
2. Board of Supervisors Adoption Letter dated March 24, 2026
3. Notice of Public Hearing
4. Developer Fees Revenue – Area I: Fiscal Year 2024-25

RESOLUTION NO. 26-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MALIBU ADOPTING THE UPDATED DEVELOPER FEE AND FIRE STATION PROGRAM FOR THE BENEFIT OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY AND RESCINDING RESOLUTION NO. 25-15

The City Council of The City of Malibu does hereby find, order and resolve as follows:

SECTION 1. Recitals.

A. On July 12, 1990, the board of Supervisors of the County of Los Angeles approved and adopted a County of Los Angeles Developer Fee Program for the benefit of the Consolidated Fire Protection District of Los Angeles County (Developer Fee Program) in the Area of Benefit 1, Malibu/Santa Monica Mountains/Calabasas, 2, Santa Clarita Valley, and Area of Benefit 3, Antelope Valley (collectively "Areas of Benefit") effective August 1, 1990, which is to be updated annually.

B. On February 12, 1991, during incorporation, the City of Malibu entered into an agreement with the Los Angeles County Board of Supervisors (Board) establishing the Consolidated Fire Protection District (District).

C. On March 24, 2026, the Los Angeles County Board of Supervisors adopted by resolution the updated Developer Fee Program in the Areas of Benefit for the benefit of the Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as "Developer Fee Program," to fund land acquisition, fire station construction and facilities, apparatus, equipment, and administration necessary to deliver service to the City of Malibu, hereinafter referred to as "City."

D. The City has received fire protection and emergency medical services from the Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as "District."

E. The revenue available to the District is insufficient to acquire, construct, and operate fire stations to address fire protection and emergency medical services needs resulting from new development within the City.

F. The City's fire protection requirements have been addressed by the County's updated Capital Improvement Plan.

G. New development in the City will create substantial requirements on the District for expanded fire protection and emergency medical services.

H. The City desires to continue to receive an appropriate level of fire protection and emergency medical services to be provided by the District.

I. The City subscribes and endorses the regional concept of fire protection, which involves the District prioritizing the scheduling and placement of fire stations for the best interest of the City and the Malibu/Santa Monica Mountains Developer Fee Area of Benefit 1, hereinafter referred to as "Area of Benefit 1."

J. The City desires to assist and support the District in financing fire stations to address fire protection and emergency medical service requirements within the City that result from urban expansion and new development.

K. The continuation by the City of the Developer Fee Program would provide for the necessary new fire stations and apparatus required to deliver expanded fire protection and emergency services by new development within the City.

L. Residents of the City will benefit from the additional fire protection services provided by newly built fire stations funded by the Developer Fee Program within the Area of Benefit 1.

M. Government Code 66000, et seq., and Chapter 22.68 of the Los Angeles County Code regarding Developer Fee Program requirements have been met by the County.

SECTION 2. Adoption of the Updated Developer Fee.

A. The updated Developer Fee Program in the Areas of Benefit for the benefit of the Consolidated Fire Protection District of Los Angeles County was adopted March 24, 2026, by the County of Los Angeles for the benefit of the Consolidated Fire Protection District of Los Angeles County and is approved and adopted by the City of Malibu.

B. The City of Malibu hereby delegates the authority of administering and collecting the Developer Fee within the territorial limits of the City of Malibu to the Consolidated Fire Protection District of Los Angeles County.

C. The updated Developer Fee Program will provide developer fee revenues from the Area of Benefit 1 to fund the acquisition, construction, improvement, and equipping of facilities necessary for the District to deliver fire protection services in the area.

D. Fire station and equipment costs to be funded by the updated Developer Fee Program will be based on a determination by the County of the required services provision. The Developer Fee Program amount will be modified annually by the County to reflect the actual costs for fire station development. The current Developer Fee Program amount of $1.1851 will increase by $0.0566 raising it to $1.2417 per square foot of new development. Terms and conditions for in-kind consideration will be addressed on an individual basis by the District.

E. The City will require that building permit issuances be withheld until proof that the Developer Fee Program obligation has been met by the applicant.

F. In the event the City annexes additional territory, the newly annexed territory shall be bound by the provisions as set forth in this resolution.

G. The City shall forward a copy of this adopted resolution to the Chief of the Planning Division for the County of Los Angeles Fire Department.

SECTION 3. Resolution No. 25-15 is hereby rescinded.

SECTION 4. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED this _____ day of _____ 2026.

_____
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

Attachment 2

COUNTY OF LOS ANGELES FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401
www.fire.lacounty.gov

ANTHONY C. MARRONE
FIRE CHIEF
FORESTER & FIRE WARDEN

"Proud Protectors of Life, the Environment, and Property"

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HOLLY J. MITCHELL, SECOND DISTRICT
LINDSEY P. HORVATH, THIRD DISTRICT
JANICE HAHN, FOURTH DISTRICT
KATHRYN BARGER, FIFTH DISTRICT

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES
3 March 24, 2026
EDWARD YEN
EXECUTIVE OFFICER

March 24, 2026

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

APPROVE AND ADOPT THE RESOLUTION TO INCREASE THE DEVELOPER FEE FOR THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY (3RD AND 5TH DISTRICTS) (3-VOTES)

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) has completed its annual review of the Developer Fee Program (DFP) and is making recommendations to increase the DFP rates in the three Areas of Benefit and the City of Calabasas.

IT IS RECOMMENDED THAT YOUR BOARD, AFTER THE PUBLIC HEARING:

Acting as the governing body of the Consolidated Fire Protection District of Los Angeles County, is recommended that your Board:

1. Approve and adopt the enclosed Resolution and the 2025 DFP rate increase for the three Areas of Benefit, Area 1 (Malibu/Santa Monica Mountains/City of Calabasas): $1.2417 (+$0.0565); Area 2 (Santa Clarita Valley): $1.7601 (+$0.0891); and Area 3 (Antelope Valley): $1.2010 (+$0.0603).

2. Find that updating the DFP is exempt from the California Environmental Quality Act (CEQA) Guidelines Section 15273(a)(4) in that it involves the collection of fees for capital projects necessary to maintain services within the Areas of Benefit.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On July 12, 1990, your Honorable Board adopted a resolution establishing a County of Los Angeles DFP for the District. The DFP was implemented August 1, 1990, to fund the acquisition, construction, improvement, and equipping of fire station facilities in the high-growth, urban-expansion areas of the District. The purpose of this program, as adopted by the Board, is to ensure these additional resources are made available to protect the lives of residents and maintain efficient fire protection and life-safety services in the Areas of Benefit where population is increasing based on urban expansion. The Developer Fee rate is adjusted annually to account for inflation. The adjustment is based on the lesser of two percent or the California Consumer Price Index (CPI) for construction, along with current equipment costs. Pursuant to Government Codes 66001 and 66002, the resolution instructs the District to conduct annual evaluations of the DFP and make appropriate recommendations to your Honorable Board.

Also, on September 4, 2007, your Honorable Board adopted a Joint Exercise of Powers Agreement between the County of Los Angeles and the City of Calabasas wherein the parties agreed to exercise the power to levy the DFP in the City of Calabasas and the City Council authorized your Honorable Board to conduct all proceedings in connection with the levy of the fee, and any modifications of the fee amount, within the city boundaries.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County's Strategic Plan:

- Focus Area Goal North Star 3, Strategies i: Customer Service: Support departmental efforts to improve customer service and to enhance efficiency and responsiveness to meet the needs of all residents.

FISCAL IMPACT/FINANCING

The District is funded independently from the County's General Fund and relies primarily on property tax revenue to provide essential fire protection and emergency medical services. The DFP provides an additional revenue source to fund essential fire station facilities and equipment in the areas of urban growth. Increasing the fee rates in the unincorporated areas of the three Areas of Benefit and the City of Calabasas will enable the District to fund the development of new fire stations proportionate to the need necessitated by growth.

The DFP generates approximately $4.1 million in revenue annually and subject to change based on variability in the construction of homes and land acquisition in the Areas of Benefit. These funds are deposited into the District's Developer Fee Accumulated Capital Outlay Fund and can only be used to fund the development of new fire stations within specific geographic areas.

There is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to Government Code Sections 66000, 66001, 66002, 66006, and 66018, the District has prepared three attachments to the Resolution. Enclosure A, Developer Fee Detailed Fire Station Plan to the Resolution depicts the status of completed and proposed fire stations, and helispots, as well as costs, and funding sources. Enclosure B, Developer Fee for the Consolidated Fire Protection District of Los Angeles County Developer Fee Funds 2024-25 Fiscal Year (FY)-End Report, identifies the beginning DFP Fund balance for FY 2024-25, including variances due to interest, advertisement, refunds, etc. Enclosure C, Developer Fee for the Consolidated Fire Protection District of Los Angeles County 2025 Developer Fee Calculation Summary, breaks down the cost and finance (Area 2) associated with the construction of a fire station, purchase of apparatus, and administration cost. These costs are necessary to finalize the new DFP rate for the respective Areas of Benefit. County Counsel has approved as to form the attached Resolution updating the DFP.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The updated rates will be imposed in the unincorporated areas in the three DFP Areas of Benefit and the City of Calabasas effective June 1, 2026. As a result, the updated Developer Fee rates will be imposed in the cities of Malibu, Santa Clarita, and Lancaster upon adoption of a resolution updating the fee amounts by each respective city.

ENVIRONMENTAL DOCUMENTATION

This project is statutorily exempt per Section 15273 (a)(4) of the CEQA Guidelines developed by the State Office of Planning Research in that it involves the collection of fees for capital projects necessary to maintain services within existing service areas.

CONCLUSION

Upon conclusion of the public hearing and approval by your Honorable Board, please instruct the Executive Officer to return an adopted stamped copy of this letter with the adopted Resolution to the following office:

Consolidated Fire Protection District of Los Angeles County
Attention: Marcia Velasquez, Head, Planning & Executive Support
1320 North Eastern Avenue
Los Angeles, CA 90063
Marcia.Velasquez@fire.lacounty.gov

The District contact may be reached at (213) 466-5596.

Respectfully submitted,



ANTHONY C. MARRONE, FIRE CHIEF

ACM:mn

Enclosures

c: Chief Executive Officer
County Counsel
Auditor-Controller

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO UPDATE THE DEVELOPER FEE PROGRAM FOR THE BENEFIT OF THE CONSOLIDATED FIRE PROTECTION DISTRICT AND TO CONSIDER THE DEVELOPER FEE FUNDS 2024-25 FISCAL YEAR-END REPORT

WHEREAS, on July 12, 1990, the Board of Supervisors of the County of Los Angeles approved and adopted a County of Los Angeles Developer Fee Program (DFP) for the benefit of the Consolidated Fire Protection District of Los Angeles County (DISTRICT) in Area of Benefit 1, Malibu/Santa Monica Mountains, Area of Benefit 2, Santa Clarita Valley, and Area of Benefit 3, Antelope Valley (collectively, "Areas of Benefit") effective August 1, 1990, which DFP is to be updated annually thereafter; and

WHEREAS, on September 4, 2007, the City of Calabasas, located in the Malibu/Santa Monica Mountains Area of Benefit, and the City Council of the City of Calabasas entered into a Joint Powers Agreement with the County of Los Angeles in which the City and County jointly agreed to exercise the power to levy the DFP in the City and to authorize the Board of Supervisors to conduct all proceedings in connection with the levy of fees and modifications of the fee amount within the City; and

WHEREAS, the County of Los Angeles desires to update the DFP rate in the three Areas of Benefit, in accordance with Government Code Section 66002; and

WHEREAS, the rate increase is due to proposed developments in areas which are designated in the Los Angeles County General Plan as high-growth areas and require fire protection resources.

NOW, THEREFORE, the Board of Supervisors resolves, finds, and determines that:

1. The foregoing recitals are true and correct.

2. The DFP is for the purpose of generating funds for capital projects necessary to maintain fire protection services within the existing service areas of the DISTRICT, and is statutorily exempt per Section 15273(a)(4) of the California Environmental Quality Act Guidelines developed by the State Office of Planning and Research.

3. On March 24, 2026, a public hearing was held to update and consider: Attachment A, the Developer Fee Detailed Fire Station Plan dated October 2025 attached hereto and incorporated herein, which serves as the DFP capital improvement plan and describes the acquisition, construction, installation, and equipping of fire stations to be funded with developer fee revenue; Attachment B, Developer Fee Funds 2024-25 Fiscal Year-End Report; and Attachment C, 2025 Developer Fee Calculation Summary attached hereto and incorporated herein, which imposes a separate fee calculation for each Area of Benefit based upon the actual fire station development costs experienced in each of the three areas;
4. The Board of Supervisors approves and adopts the updated DFP in the Areas of Benefit of the DISTRICT as follows:

a. The updated DFP Detailed Fire Station Plan dated October 2025 is approved.

b. The DFP Funds 2024-25 Fiscal Year-End Report is approved.

c. The updated DFP rates per square foot of new developments of $1.2417 in Area of Benefit 1 and the City of Calabasas, $1.7601 in Area of Benefit 2, and $1.2010 in Area of Benefit 3 are approved and shall become effective in the unincorporated areas within Areas of Benefit and the City of Calabasas on June 1, 2026.

d. The 2025 DFP Calculation Summary is approved.

e. All other terms and provisions of the DFP as previously adopted by the Board of Supervisors of the County of Los Angeles shall remain unchanged and in full force and effect.

The foregoing resolution was adopted on the 24th day of March, 2026, by the BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES.

EDWARD YEN, Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

DAWYN HARRISON, COUNTY COUNSEL

By Don Nghiem for _____
Jenny Tam
Senior Deputy County Counsel

ENCLOSURE A

DEVELOPER FEE FOR THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

DEVELOPER FEE DETAILED FIRE STATION PLAN

FISCAL YEAR 2025-26
OCTOBER 2025

DEVELOPER FEE DETAILED FIRE STATION PLAN

Fiscal Year 2025-26

PREFACE

This Developer Fee Detailed Fire Station Plan (Plan) reflects the Consolidated Fire Protection District's (District) fire service requirements as of October 2025 based upon growth projections and contacts with cities and developers who have shared their development plans with the District.

The Plan identifies 6 completed fire stations, 18 proposed fire stations, 4 helispots, and the necessary capital equipment that will be required in the Areas of Benefit as well as the anticipated costs and time frames provided that development occurs as expected. The anticipated costs identified in the Plan will be funded by Developer Fee revenues and/or funds which the District has advanced from other sources. These advances will be repaid to the District when sufficient Developer Fee revenue is generated.

Terms Used in Plan	Explanation
Fire Station/Location	In most cases a site has not yet been acquired; the locations are therefore approximate.
Anticipated Capital Project Costs	· Where actual costs are not yet available, the anticipated capital projects costs are based upon the District's current cost experienced for construction, land and equipment. · Apparatus cost includes the full cost of the apparatus as well as outfitting and equipment costs. · No District overhead costs nor an inflation factor have been applied; all figures are based on current costs. · Developer Fee credit may be granted for the conveyance of a site, apparatus, or construction of a fire station to help offset the impact of development on the District.
Project Cost Estimate	Based on average costs for fire stations recently completed and stations under development; includes plans, specifications, consultant services, plan check, permit and inspection fees, construction, project management, furnishings, and equipment.
Amount Budgeted	The amount budgeted could be from Developer Fee funds collected or advanced from District general revenues or certificates of participation. All advances made and/or interest incurred by the District to finance station development are to be repaid when Developer Fee revenues are sufficient. If no amount is budgeted, the development of the fire station may be delayed until Developer Fee revenues are sufficient to fund the site acquisition and/or construction of the fire station.
Equipment and Staffing	This plan reflects the proposed staffing and equipment to be implemented when each station and the development served by each station are built out in the respective areas of benefit. In many instances, a transitional staffing configuration will be utilized until build out occurs.
Fiscal Year	The Fiscal Year period begins July 1 and ends June 30.
Initiating Priority Year	Refers to the fiscal year that the land acquisition or construction of the fire station is anticipated to begin.
Target Occupancy	Target occupancy is approximately one to two years from the actual start of construction.

DEVELOPER FEE DETAILED FIRE STATION PLAN
Fiscal Year 2025-26

STATIONS OPERATIONAL: REIMBURSEMENT PENDING & IN-PROGRESS*

Facility	Capital Project Costs			Funding Source*	Station Size, Equip. and Staffing	Comments
Fire Station 128 28450 Whites Canyon Rd. Santa Clarita *(City)*	Station Development Costs **Principal Paid Balance	$ $	9,066,972 (1,065,000) 8,001,972	Commercial Paper Proceeds	9,976 sq. ft. Engine	The site was conveyed to the District by Shappell Industries for developer fee credit. Partial funding totaling $3.6 million was provided by the American Recovery and Reimbursement Act. The fire station was completed and operational March 1, 2012.
Fire Station 132 Wes Thompson Ranch 29310 Sand Canyon. Rd. Santa Clarita *(City)*	Station Development Costs **Principal Paid Balance	$ $	8,127,873 (1,710,000) 6,417,873	Commercial Paper Proceeds	9,746 sq. ft. Engine	The site was conveyed to the District by K. Hovnanian (VTTM 49621). Apparatus for this permanent station was transferred from temporary Fire Station 132. The permanent station was completed and operational March 12, 2012.
Fire Station 143 28580 Hasley Canyon Rd Santa Clarita Valley *(Unincorporated)*	Station Development Costs Principal Paid Balance	$ $	7,913,986 (485,000) 7,428,986	Commercial Paper Proceeds	9,700 sq. ft. Engine	The land was conveyed by the developer, Newhall Land and Farming, for developer fee credit. The fire station was completed and operational in November 2016.
Fire Station 150 19190 Golden Valley Rd. Santa Clarita *(City)*	Station Development Costs Principal Paid Balance	$ $	11,483,583 (2,660,000) 8,823,583	Commercial Paper Proceeds	19,935 sq. ft. Haz. Mat. Task Force (Engine and Squad) BC/AC HQ	The site was conveyed to the District by Pardee Homes for developer fee credit. A Hazardous Materials Task Force assigned to Fire Station 76 was reassigned to staff this station. The fire station was completed and operational February 1, 2013.
Fire Station 156 24505 Copper Hill Drive Rye Canyon Area Santa Clarita *(City)*	Station Development Costs Principal Paid Balance	$ $	7,512,226 (1,575,000) 5,937,226	Commercial Paper Proceeds	11,152 sq. ft. Engine	The site was conveyed to the District from Newhall Land and Farming for developer fee credit. Apparatus was transferred from temporary Fire Station 156. The station was completed and operational in 2011.
Fire Station 104 26901 Golden Valley Road (at Soledad Canyon) Santa Clarita *(City)*	Project cost est. Principal Paid Apparatus Total	$ $ $	13,247,645 (485,000) 1,191,053 13,953,698	$234,000 100% Commercial Paper Proceeds	11,450 sq. ft. Engine	This station replaces temporary Fire Station 104. The land was purchased by the District in December 2010 and the station was completed in 2020.

*The District is financing costs that exceed the developer fee funds available within Area 2. The District will be reimbursed the costs it advanced, including interest and, administrative charges from Area 2 as revenues are collected and from the City of Santa Clarita for the City's proportionate share of fire station facilities financing.

**Based on Bond Debt Service provided by Financial Management Division, cumulative principal cost.

DEVELOPER FEE DETAILED FIRE STATION PLAN
Fiscal Year 2025-26

LAND ACQUISITION ONLY:

Early land acquisition will ensure that the future fire stations will be optimally placed when these areas develop in the future. The progress of development in these areas will be monitored for timing of the future construction of these stations:

Facility	Anticipated Capital Project Costs		Station Size (Sq. Ft.) and Equipment	Comments/Status
Fire Station O (formerly 138)	Land	$ 361,548	10,000	The City of Palmdale expressed interest in assisting with site acquisition. The
Avenue S and Tierra Subida	Project cost est.*	$ 9,500,000		District will pursue City participation, however, fire station development will not
(Unincorporated Palmdale Area)	Total	$ 9,861,548		commence until development in the area warrants additional coverage.
Fire Station P (formerly 195)	Land	$ 361,548	10,000	The City of Palmdale expressed interest in assisting with site acquisition. In addition,
Pearblossom Hwy/47th St. E.	Project cost est.*	$ 9,500,000		there is a proposed development project within this location for which the Fire District
(Unincorporated Palmdale Area)				may negotiate a station site. Fire station development will not commence until
	Total	$ 9,861,548		development in the area warrants additional coverage.

*Based on an average cost per square foot of $950.

DEVELOPER FEE DETAILED FIRE STATION PLAN
Fiscal Year 2025-26

PROPOSED FIRE STATIONS

Facility	Anticipated Capital Project Costs			Station Size (Sq. Ft.) and Equipment	Comments/Status
Fire Station 46 (formerly 177)	Land	$ 1,646,568		13,500	Newhall Land to construct and equip according to a MOU for the Newhall Ranch
Newhall Ranch	Project cost est.*	16,245,000	***	3,600	Specific Plan area. This station will be located in Mission Village. Newhall
Santa Clarita Valley *(Unincorporated)*	Apparatus	2,739,138		Engine (2)	will also construct a smaller auxiliary building on the same site
	Total		$ 20,630,706	Squad	of the Fire Station (Tract No. 61105). Apparatus Storage Building will be 3,600 sq. ft.
Fire Station 113 (formerly 175)	Land	$ 1,646,568		9,800	Newhall Land to construct and equip according to a MOU for the
Newhall Ranch	Project cost est.*	9,310,000		Engine	Newhall Ranch Specific Plan area. This station will be located in
Santa Clarita Valley *(Unincorporated)*	Apparatus	2,218,464		Squad	Landmark Village (Tract No. 53108).
	Total		$ 13,175,032		
Fire Station 109 (formerly 176)	Land	$ 1,646,568		9,800	Newhall Land to construct and equip according to a MOU for the
Newhall Ranch	Project cost est.*	9,310,000		Engine	Newhall Ranch Specific Plan area. This station will be located in
Santa Clarita Valley *(Unincorporated)*	Apparatus	1,712,457			Portrero/Homestead (Tract No. 60678).
	Total		$ 12,669,025		
Fire Station B (formerly 109)	Land	$ 361,548		10,000	Development in this area is limited at this time and construction
Fox Field - vicinity of 40th St. W	Station Dev. Costs*	9,500,000		Engine	will not commence until substantial development occurs.
and Avenue G	Apparatus	1,712,457			
City of Lancaster *(City)*	Total		$ 11,574,005		
Fire Station C (formerly 113)	Land	$ 361,548		10,000	The developer is to provide a site within the Avanti South Project area to
Avanti South Project	Station Dev. Costs*	9,500,000		Engine	the District for developer fee credits (Tract No. 74312).
70th Street West and Ave. K-8	Apparatus	1,712,457			
City of Lancaster *(City)*	Total		$ 11,574,005		
Fire Station D (formerly 133)	Land	$ 4,190,456		10,000	Agreement with developer, City of Santa Clarita for the site executed on
Needham Ranch Parkwy	Project cost est.*	10,000,000	**	Engine	9/9/2019. The site was conveyed to the District by Needham Ranch for
near Eternal Valley Mem. Park	Apparatus	1,712,457			developer fee credit (Tract No. 50283).
Santa Clarita *(City)*	Total		$ 15,902,913		
(Helispot)					Helispot is completed and station construction will commence when significant
					development in the vicinity occurs.

*Based on an average cost per square foot of $950.
**Additional $500,000 added for cost of helispot preparation costs.
*** Based on current project cost estimates.

DEVELOPER FEE DETAILED FIRE STATION PLAN
Fiscal Year 2025-26

PROPOSED FIRE STATIONS

Facility	Anticipated Capital Project Costs			Station Size (Sq. Ft.) and Equipment	Comments/Status
Fire Station E (formerly 600)	Land	$ 1,646,568		10,000	The developer, Pardee Homes, is to convey a station site to the
Valley Cyn. Road at Spring Canyon	Project cost est.*	9,500,000		Engine	District for developer fee credits (Tract No. 48086).
Santa Clarita Valley (Unincorporated)	Apparatus	1,712,457			
	Total		$ 12,859,025		
Fire Station F (formerly 174)	Land	$ 361,548		4,982	Development in this area is limited at this time and construction
Neenach Fire Station	Project cost est.*	4,732,900		Engine	will not commence until substantial development occurs.
Antelope Valley *(Unincorporated)*	Apparatus	1,712,457			
	Total		$ 6,806,905		
Fire Station G (formerly 142)	Fire Station	$ 361,548		10,000	Development in this area is limited at this time and construction
Sierra Highway/Clanfield	Project cost est.*	10,000,000	**	Engine	will not commence until substantial development occurs.
Antelope Valley *(Unincorporated)*	Apparatus	1,712,457			
(Helispot)	Total		$ 12,074,005		
Fire Station H (formerly 139)	Land	$ -	***	10,000	Per the developer agreement for the Anaverde/City Ranch Project, the
Anaverde/City Ranch	Project cost est.	-	***	Engine	developer is required to provide land and construct a permanent fire
Palmdale *(City)*	Apparatus	1,712,457			station to be conveyed to the District.
	Total		$ 1,712,457		
Fire Station I (formerly 190)	Land	$ -	***	10,000	Under a 1992 developer agreement for the Ritter Ranch Project, the
Ritter Ranch	Project cost est.	-	***	Engine	developer is required to provide land and construct a permanent fire
Palmdale *(City)*	Apparatus	1,712,457			station to be conveyed to the District.
	Total		$ 1,712,457		
Fire Station J (formerly Northlake/180)	Land	$ 1,646,568		10,000	Developer to construct the proposed project R2018-00408-(5) with a future
North of Lake Hughes, East of I-5, West	Project cost est.*	9,500,000		Engine	fire station to be built as part of Phase 2 in the future (Tract No. 73336).
of Castaic Lake	Apparatus	1,712,457			
Castaic Canyon *(Unincorporated)*	Total		$ 12,859,025		

*Based on an average cost per square foot of $950.
**Additional $500,000 added for cost of helispot preparation costs.
***Cost will be updated once project start date has been established.

DEVELOPER FEE DETAILED FIRE STATION PLAN
Fiscal Year 2025-26

PROPOSED FIRE STATIONS

Facility	Anticipated Capital Project Costs			Station Size (Sq. Ft.) and Equipment	Comments/Status
Centennial Fire Station K	Land	$ -	**	13,000	Developer to enter into a Development Impact Mitigation Agreement with the District to construct and equip up to four fire stations, as determined by the District, to serve the Centennial Development Project.
Centennial Project	Project cost est.	-	**	Engine	
Gorman *(City)*	Apparatus	1,712,457			
	Total		$ 1,712,457		
Centennial Fire Station L	Land	$ -	**	10,000	
Centennial Project	Project cost est.	-	**	Engine	
Gorman *(City)*	Apparatus	1,712,457			
	Total		$ 1,712,457		
Centennial Fire Station M	Land	$ -	**	10,000	
Centennial Project	Project cost est.	-	**	Engine	
Gorman *(City)*	Apparatus	1,712,457			
	Total		$ 1,712,457		
Centennial Fire Station N	Land	$ -	**	10,000	
Centennial Project	Project cost est.	-	**	Engine	
Gorman *(City)*	Apparatus	1,712,457			
	Total		$ 1,712,457		
Fire Station TBD	Land	$ 1,306,800		10,000	Development in this area is limited at this time and construction
East Calabasas area between	Project cost est.*	9,500,000		Engine	will not commence until substantial development occurs.
Stations 68 and 69	Apparatus	1,712,457			
	Total		$ 12,519,257		
Fire Station Q	Land	$ -		10,000	The District is currently working with the City of Lancaster to draft an agreement
Lancaster	Project cost est.*	9,500,000		Engine	for the construction of this Fire Station.
	Apparatus	2,218,464		Squad	
	Total		$ 11,718,464		

*Based on an average cost per square foot of $950.
**Cost will be updated once project start date has been established.

DEVELOPER FEE DETAILED FIRE STATION PLAN
Fiscal Year 2025-26

HELISPOTS:

Facility	Anticipated Capital Project Costs				Station Size (Sq. Ft.) and Equipment	Comments/Status
Fire Station G (formerly 142)	Land	$ 1,365,288			10,000	The land was acquired by the District in July 2010. A
Sierra Highway/Clanfield	Project cost est.*	10,000,000	**		Engine	helispot is planned to be constructed at this station site.
Antelope Valley *(Unincorporated)*	Apparatus	1,712,457				
	Total			$ 13,077,745		
Val Verde	Land	$ -				The District has requested that a helispot be provided within the
Santa Clarita Valley *(Unincorporated)*	Helispot	500,000	**			Val Verde Development Project (Tract No. 60665).
	Total			$ 500,000		

*Based on an average cost per square foot of $950.
**Additional $500,000 added for cost of helispot preparation costs.

ENCLOSURE B

DEVELOPER FEE FOR THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY
DEVELOPER FEE FUNDS
2024-25 FISCAL YEAR-END REPORT

	Area of Benefit 1 Malibu/Santa Monica Mtns. City of Calabasas [a]	Area of Benefit 2 Santa Clarita Valley [b]	Area of Benefit 3 Antelope Valley [c]
Fiscal Year 2024-25 Beginning Balance	$6,198,417.05	$22,642,603.81	$35,871,318.44
Total Developer Fee Revenue Collected [d]	163,461.96	1,929,371.76	2,527,843.05
Interest Earned	283,473.56	1,075,612.42	1,670,052.82
Adjustment		[h]	-
Fund Expenditures (Advertisement)			
NSF Checks	-	-	-
Refunds	(408.90)	-	(6,952.70)
Fiscal Year 2024-25 Ending Balance	$6,644,943.67 [e]	$25,647,587.99 [f]	$40,062,261.61 [g]

(a) Includes unincorporated areas within Area of Benefit 1 and the Cities of Calabasas and Malibu.
(b) Includes unincorporated areas within Area of Benefit 2 and the City of Santa Clarita.
(c) Includes unincorporated areas within Area of Benefit 3 and the City of Lancaster.
(d) The developer fee rates during FY 2024-25 were as follows:

Area 1 = 1.1851
Area 2 = 1.6710
Area 3 = 1.1407

(e) Funds to be used to develop a fire station in the East Calabasas area when development in the area warrants additional coverage needed.
(f) Funds used to fund the construction of permanent Fire Station 104 and to reimburse the District for the costs incurred in the development and financing of fire stations 128, 132, 143, 150, and 156.
(g) Funds to be used for land acquisition for Fire Stations 138 and 195 in the unincorporated Palmdale area, and construction of additional stations as detailed in the 2024 Fire Station Plan update.

ENCLOSURE C

DEVELOPER FEE FOR THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY
2025 DEVELOPER FEE CALCULATION SUMMARY

Developer Fee Cost Component	AREA OF BENEFIT 1 - MALIBU/SANTA MONICA MTNS., CITY OF CALABASAS			AREA OF BENEFIT 2 - SANTA CLARITA VALLEY			AREA OF BENEFIT 3 - ANTELOPE VALLEY		
	2025 Cost	Proportionate Fire Station Share	2025 Cost Applied	2025 Cost	Proportionate Fire Station Share	2025 Cost Applied	2025 Cost	Proportionate Fire Station Share	2025 Cost Applied
Average Land Cost	$ 1,306,800	100.00%	$ 1,306,800	$ 1,646,568	100.00%	$ 1,646,568	$ 361,548	100.00%	$ 361,548
Station Development Costs	$ 10,525,100	100.00%	$ 10,525,100	$ 10,898,741	100.00%	$ 10,898,741	$ 10,898,741	100.00%	$ 10,898,741
Financing Costs	N/A	-	-	$ 25,641,575	20.00%	$ 5,128,315	N/A	-	-
Engine Cost	$ 1,712,457	100.00%	$ 1,712,457	$ 1,712,457	100.00%	$ 1,712,457	$ 1,712,457	100.00%	$ 1,712,457
Quint Cost	$ 3,001,390	20.95%	$ 628,791	$ 3,001,390	20.95%	$ 628,791	$ 3,001,390	20.95%	$ 628,791
Squad Cost	$ 506,007	32.80%	$ 165,970	$ 506,007	32.80%	$ 165,970	$ 506,007	32.80%	$ 165,970
Total Cost Per Station			$ 14,339,119			$ 20,180,843			$ 13,767,508
Administrative Costs			$ 105,553			$ 294,983			$ 203,731
Total Area 1 Costs			$ 14,444,672						
Total Area 2 Costs						$ 20,475,826			
Total Area 3 Costs									$ 13,971,239
Total Square Feet of Development per Station			11,633,307			11,633,307			11,633,307
Developer Fee Amount Per Square Foot			**$ 1.2417**			**$ 1.7601**			**$ 1.2010**

Note: The calculated costs for the apparatus listed above (Engine, Quint, Squad) are inclusive of the base unit purchase price plus outfitting, equipment, and communications costs.

ATTACHMENT 3

NOTICE OF PUBLIC HEARING
CITY OF MALIBU
CITY COUNCIL

The Malibu City Council will hold a public hearing on **MONDAY, May 11, 2026, at 5:30 p.m. in the Council Chambers at Malibu City Hall,** located at 23825 Stuart Ranch Road, Malibu, CA**,** to consider:

Updated Developer Fee Program for the Benefit of the Consolidated Fire Protection District of Los Angeles County

Under the Developer Fee Agreement between the Consolidated Fire Protection District and the City, the City must adopt an updated Developer Fee Program. If adopted, the Resolution would increase the current developer fee amount of $1.1851 per square foot by $0.0566 raising it to $1.2417 to reflect current costs associated with land acquisition, fire station construction, purchase of apparatus and equipment, and administration.

IF YOU CHALLENGE THE CITY COUNCIL'S ACTION IN COURT, YOU MAY BE LIMITED TO RAISING ONLY THOSE ISSUES RAISED AT THE PUBLIC HEARING DESCRIBED IN THIS NOTICE, OR OTHERWISE HELD BY THE CITY, OR IN WRITTEN CORRESPONDENCE DELIVERED TO THE CITY, EITHER AT OR PRIOR TO THE PUBLIC HEARING.

If there are any questions regarding this notice, please contact Community Development Director Bundy at (310) 456-2489, ext. 229. Copies of all related documents can be reviewed by any interested person at City Hall during regular business hours. Oral and written comments may be presented to the City Council on, or before, the date of the meeting.

Yolanda Bundy

Yolanda Bundy, Community Development Director

Publish Date: April 30, 2026 and May 7, 2026

Developer Fee
Area 1
Malibu/Santa Monica
FY 2024/2025
AS OF JUNE 30, 2025

Months	Collections	ADJ P/E	Interest	Refunds	NSF	Expenditures	Grand Total
Beginning Balance	**10,937,700.56**	**(3,642.05)**	**970,836.17**	**(56,198.12)**	**(6,111.61)**	**(5,644,167.90)**	**6,198,417.05**
July 2024	12,277.97		22,553.67				34,831.64
August 2024	35,765.13		23,603.85				59,368.98
September 2024	3,958.25		19,578.35				23,536.60
October 2024	12,339.10		23,384.72				35,723.82
November 2024	10,702.66		25,055.68	(408.90)			35,349.44
December 2024	10,669.75		15,266.01				25,935.76
January 2025	12,235.30		8,361.02				20,596.32
February 2025	13,277.22		15,352.93				28,630.15
March 2025	1,025.48		14,986.72				16,012.20
April 2025	4,825.13		17,553.23				22,378.36
May 2025	30,637.18		19,250.55				49,887.73
June 2025	15,748.79		21,636.62				37,385.41
24/25 13th Period		-					-
Total	**163,461.96**	**-**	**226,583.35**	**(408.90)**	**-**	**0.00**	**389,636.41**
Ending Balance	**11,101,162.52**	**(3,642.05)**	**1,197,419.52**	**(56,607.02)**	**(6,111.61)**	**(5,644,167.90)**	**6,588,053.46**

DP NO	DP DATE	BILLING CONTACT	NUMBER	DIR	STREET	CITY	TOTAL PAYMENT	FOOTNOTE
SWP25000433	7/8/2024	JOSHUA FLOWERS/TSO CONSTRUCTION, INC.	P.O. BOX 6883			MALIBU, CA 90264	$581.92	29458 BLUEWATER ROAD MALIBU, CA 90265
SWP25000704	7/10/2024	BONNIE GOLDFARD	25708		DARK CREEK RD	CALABASAS, CA 91302	$451.43	25708 DARK CREEK ROAD CALABASAS, CA 91302
SWP25001265	7/16/2024	JOSEPH LEZAMA FORMATIVECA	11041		SANTA MONICA BLVD 409	LOS ANGELES, CA 90025	$2,672.14	28867 GRAYFOX STREET MALIBU, CA 90265
SWP25002060	7/24/2024	CRISTINA SCHILKE/TOBIAS ARCHITECTURE	N/A		VENTISQUERO DE LA CONDESA 8	MADRID, 28035	$7,514.44	28926 BONIFACE DRIVE MAILBU, CA 90265
SWP25002446	7/29/2024	NICK BARSOCCHINI	3502		COAST VIEW	MALIBU, CA 90265	$1,058.04	3556 SWEETWATER MESA ROAD MALIBU, CA 90265
OTC00540	8/16/2024	ERIC WIDMER/PEAK SURVEYS ROAD D	2488		TOWNSGATE ROAD D	WESTLAKE VILLAGE, CA 91361	$9,114.43	28819 SELFRIDGE DRIVE MALIBU, CA 90265
OTC00573	8/20/2024	NICK BARSOCCHINI	3502		COAST VIEW	MALIBU, CA 90265	$5,942.51	4140 ENCINAL CANYON ROAD MALIBU, CA
OTC00573	8/20/2024	CHARLES SANTOS/SANTOS PLANNING	5707		CORSA AVENUE, SUITE 202	WESTLAKE VILLAE, CA 91362	$4,779.99	6771 WANDERMERE ROAD, MALIBU, CA 90265
SWP25003133	8/5/2024	KAYLEY RYAN/BUDGET & ASSOCIATES ARCHITECTS	24911		PACIFIC COAST HIGHWAY	MALIBU, CA 90265	$1,177.95	29821 BADEN PLACE MALIBU, CA 90265
SWP25003133	8/5/2024	JENS HOLST/HOLST BROTHERS INC	28225		AGOURA ROAD	AGOURA HILLS, CA 91301	$4,653.02	6132 BONSALL DRIVE MALIBU, CA 90265
SWP25004673	8/20/2024	RON HESTON/RONALD HESTON, INC.	23801		CALABASAS ROAD SUITE 1020	CALABASAS, CA 91302	$4,902.25	30021 CUTHEBERT ROAD B MALIBU, CA 90265
SWP25005785	8/30/2024	RODNEY ECKERMAN	812		CAMINO TIERRA SANTA	CAMARILLO, CA 93010	$5,194.98	31587 PACIFIC COAST HIGHWAY MAILIBU, CA 90265
SWP25006492	9/9/2024	RICHARD WILHELM/WILHELM DESIGN	425		MISSION DRIVE	CAMARILLO, CA 93010	$317.41	3910 PRADO DE LA MARIPOSA CALABASAS, CA 91302
SWP25006898	9/12/2024	SARA LAWS/SARA LAWS STUDIO, INC	2543	SOUTH	FOOSE ROAD	MALIBU	$1,283.76	2543 S FOOSE ROAD MALIBU, CA 90265
SWP25007045	9/13/2024	WAN KIM/KEYSTONE STRATEGIC PLANNING	4859	WEST	SLAUSON AVE #753	LOS ANGELES, CA 90056	$898.16	3045 TUNA CANYON ROAD TOPANGA, A 90290
SWP25007733	9/20/2024	JUAN SAN PEDRO			P.O. BOX 21071	LOS ANGELES, CA 90021	$675.97	6341 GAYTON PLACE MALIBU, CA 90265
SWP25007733	9/20/2024	DAVID RHEA/RESIDENTIAL DESIGN WORKS, INC.	3475		OLD CONEJO ROAD C-3	NEWBURY PARK, CA 91320	$540.78	24929 JIM BRIDGER ROAD CALABASAS, CA 91302
SWP25008300	9/26/2024	KAREN MARTINEZ	3709		SURFWOOD ROAD	MALIBU, CA 90265	$242.17	3709 SURFWOOD ROAD, MALIBU, CA 90265
SWP25009147	10/4/2024	CARMEL MCFAYDEN/BURDGE ARCHITECTS	24911		PACIFIC COAST HIGHWAY	MALIBU, CA 90265	$8,476.08	31438 BROAD BEACH ROAD MALIBU, CA 90265
SWP25009429	10/8/2024	HANNAH WEAR/DESIGN INTEGRATION GROUP	127	S	TOPANGA CANYON BOULEVARD	TOPANGA, CA 90290	$3,863.02	2575 APPLEFIELD LANE TOPANGA, CA 90290
OTC1709							$6,465.80	32316 PACIFIC COAST HIGHWAY MALIBU , CA 90265

SWP25012345	11/7/2024	STEPHANIE HAWNER EPOCH PROJECTS	28118		AGOURA ROAD STE 100 STE 100	AGOURA HILLS, CA 90301	$8,205.69	32832 PACIFIC COAST HIGHWAY MALIBU, CA 90265
SWP25014343	12/1/2024	LUCA LACOVONI MADE IN MALIBU	23823		MALIBU ROAD 50-442	MALIBU, CA 90265	$568.99	4417 VISTA DEL PRESEAS MALIBU, CA 90265
SWP25014343	11/27/2024	SHAHRYAR GHIDARI	31150		LOBOS CANYON ROAD	AGOURA HILLS , CA 91301	$1,927.98	2135 N KANAN ROAD AGOURA HILLS, CA 91301
SWP25015991	12/17/2024	GEORGE DE LA NUEZ ROCHA NUEZ ASSOCIATES	28025		DOROTHY DRIVE 100 100	AGOURA HILLS, CA 91301	$4,203.95	25202 PRADO DEL GRANDIOSO CALABASAS, CA 91302
SWP25017462	1/3/2025	VERED NISSAN	23414		23414 ERWIN STREET	WOODLAND HILLS, CA 91367	$778.25	22605 JAMESON DRIVE CALABASAS, CA 91302
SWP25018280	1/13/2025	LUKE TARR	33202		1/4U MULHOLLAND HIGHWAY	MALIBU CA, 90265	$390.30	1720 LECHUZA ROAD MALIBU, CA 90265
SWP25018529	1/15/2025	KEVIN DIEZ	950		WOODLAWN	THOUSAND OAKS, CA 91360	$788.48	28613 BAMFIELD DRIVE AGOURA HILLS, CA 91301
SWP25019237	1/23/2025	STEVE BOWKER BOWKER STUDIO	4606		JEFFERSON BOULEVARD	LOS ANGELES,CA	$1,576.48	5628 CALPINE DRIVE MALIBU, CA 90265
SWP25019538	1/27/2025	JOSEPH LEZAMA FORMATIVECA	5737		KANAN ROAD SUITE 575	AGOURA HILLS, CA 91301	$706.54	30936 BROAD BEACH ROAD MALIBU, CA 90265
SWP25019685	1/28/2025	EDWARD KUMMER	619		12TH ST	SANTA MONICA, CA 90402	$7,624.94	29280 GREENWATER ROAD MALIBU, CA 90265
SWP25019969	1/30/2025	LAURYN PINSAK PACIFIC CREST CONSULTANTS			AGOURA ROAD	AGOURA HILLS, CA 91301	$370.31	28901 SELFRIDGE DRIVE MALIBU, CA 90265
SWP25021180	2/12/2025	ANITA SHAHBAZ SCHMITS AND ASSOCIATES	28230		AGOURA ROAD SUITES 200	AGOURA HILLS CA 91301	$11,968.78	N/A
SWP25021476	2/14/2025	MILAD KAZEMI M&N HOME DESING, INC	28025		DOROTHY DRIVE 202	AGOURA HILLS CA 91301	$1,308.44	22644 PAUL REVERE DRIVE CALABASAS, CA 91302
SWP25023331	3/6/2025	MILAD KAZEMIA	28025		DOROTHY DRIVE 202	AGOURA HILLS, 91301	$494.93	5338 AMBRIDGE DRIVE, AGOURA, CA 91301
SWP25023622	3/10/2025	CESAR DELGADO AYON	19562		VENTURA BLVD 238	TARZANA, 91356	$135.55	25331 PRADO DE AMBAR, CALABASAS, 91302
SWP25024486	3/18/25	KEVIN DIEZ	950		WOODLAWN	THOUSAND OAKS, 91360	$395.00	24826 EARLS COURT, CALABASAS, CA 91302
SWP25026595	4/8/2025	DINA TABOLSKY	203	SOUTH	MARION PKWY	DENVER	$987.50	31201 BAILARD ROAD, MALIBU 90265
SWP25026719	4/9/2025	EDWARD KUMMER	619		12TH STREET	SANTA MONICA	$386.77	29280 GREENWATER ROAD, MALIBU 90265
SWP25028018	4/22/2025	DUSTIN KHALEGHI	5880		TRANCAS CANYON ROAD	MALIBU	$379.72	5909 TANCAS CANYON ROAD, MALIBU 90265
SWP25028018	4/22/2025	HAYES HOKANSON/ DARK HORSE	1234			SAN DIEGO	$1,817.48	30018 ZENITH POINT ROAD, MALIBU 90265
SWP25027598	4/17/2025	DANIEL RESNICK	18319		CLIFFTOP WAY	MALIBU	$900.98	18319 W CLIFFTOP WAY, MALIBU CA 90265
SWP25027598	4/17/2025	KEN HILGENDORF/HILGENDOR F CORP	2300		GRANVILLE AVE	LOS ANGELES	$352.68	21822 PCH, MALIBU, CA 90265
OTC0003414	5/5/2025	CHARLES SANTOS	5707		CORSA AVE STE 202	WESTLAKE VILLAGE	$644.23	5746 BUSCH DRIVE, MALIBU, 90265
SWP25029738	5/8/2025	ALEX FILLER	18447		WAKECREST DR	MALIBU	$286.85	18447 WAKECREST DR, MALIBU, 90265
SWP25029738	5/8/2025	ALEX FILLER	18447		WAKECREST DR	MALIBU	$229.24	18447 WAKECREST DR, MALIBU, 90265
SWP25030024	5/12/2025	BERNARD MCDUEL/INNOVATIVE CODE SOLUTIONS	21515		HAWTHORNE BLVD 200	TORRANCE	$8,062.24	5937 TRANCAS CANYON ROAD, MALIBU, 90265
SWP25030170	5/13/2025	SAMER NAEEM	804		ARDEN AVE	GLENDALE	$162.23	23460 PARK HERMOSA, CASABASAS, 91302
SWP25030305	5/14/2025	MBB DESIGN STUDIO	22231		MULHOLLAND HWY	CALABASAS	$9,216.52	4440 PARK AURORA, CALABASAS, 91302
SWP25030305	5/14/2025	RL REMODELING	22817		VENTURA BLVD 852	WOODLAND HILLS	$1,884.31	25384 PRADO DE LA FELICIDAD, CALABASAS, 91302

SWP25031024	5/21/2025	DANNY CHAAYA			PO BOX 46342	LOS ANGELES	$971.78	23433 PARK HACIENDA, CALABASAS, 91302
SWP25031617	5/28/2025	DAVID FOREST/ CREST REAL ESTATE	11150	W	OLYMPIC BLVD 700	LOS ANGELES	$8,942.76	25344 PRADO DE LA FELICIDA, CALABASAS, 91302
SWP25031901	5/30/2025	KEVIN BERUBE	3159		VILTAIRE DRIVE	TOPANGA	$237.02	3159 VOLTAIRE DRIVE, TOPANGA, 90290
SWP25033188	6/12/2025	SAM AFGHANI	5635		WALNUT RIDGE DRIVE	AGOURA HILLS	$1,053.55	5558 PARKMOR ROAD, CALABASAS, 91302
SWP25034325	6/25/2025	MAHNAZ DANA	22394		ALGUNAS ROAD	WOODLAND HILLS	$2,147.40	33419 PCH, MALIBU, 91364
SWP25034621	6/27/2025	MILAD KAZEMI	28025		DOROTHY DRIVE 202	AGOURA HILLS	$12,547.84	23720 OAKFIELD ROAD, CALABASAS, 91302
							$163,461.96	

City Council Meeting
05-11-26
Item 5.B.

Council Agenda Report

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

Prepared by: Luis Flores, Senior Management Analyst

Reviewed by: Susan Dueñas, Public Safety Director

Approved by: Joseph D. Irvin, City Manager

Date prepared: April 20, 2026 Meeting date: May 11, 2026

Subject: Amendment to Parking Fine Schedule

RECOMMENDED ACTION: 1) Conduct the Public Hearing; and 2) Adopt Resolution No. 26-25 amending the City's Schedule of Parking Citation Penalties, rescinding Resolution No. 24-55, and finding the action to be exempt from the California Environmental Quality Act.

FISCAL IMPACT: No additional appropriation is required. Parking citation revenue is anticipated to increase by approximately $295,383 as a result of this action.

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

DISCUSSION: During the March 4, 2026, Regular Public Safety Commission Meeting, the Public Safety Commission (Commission) performed a review of the parking citation fine schedule. At that meeting, the Commission voted to recommend that the City Council increase the fines for multiple violations. The recommended increases were categorized into the following: 1) fix-tickets, 2) consistency with similar codes, and 3) violations that are criminal in nature.

Fix-It Tickets

Fix-it tickets, or mechanical violations, allow for a citation amount to be significantly reduced upon submitting proof of correction signed by a law enforcement agency. However, only about 5% of people who receive these types of violations in the City currently make corrections. An increase in the fines may serve to better motivate people to make the necessary corrections and ensure compliance with the California Vehicle

Code, ultimately increasing deterrence of violations. Additionally, a number of new safety enhancements have been implemented or are in the process of being implemented, such as the installation of Automated License Plate Reader (ALPR) cameras throughout the City and the upcoming speed camera program along PCH. Improved compliance with license plate vehicle codes will support the success of the new safety enhancements.

Consistency With Similar Codes

Some violations can be cited under either the Los Angeles County Code or the California Vehicle Code, but the fines for the same violation may differ. To make fines consistent for the same violations, the Commission recommended increasing fines under LACO 15.64.180, LACO 15.64.370, and CVC 4457 to be equivalent to the corresponding state or county code.

Currently, parking enforcement officers and Volunteers on Patrol (VOPs) cite red curb violations using LACO 15.20.070 (Obey Signs, Curbs, and Markings) instead of the specific red curb code, LACO 15.64.180. The proposed fine increase for LACO 15.64.180 matches the current fine for 15.20.070. If the proposed fine increase is approved, the City will begin using LACO 15.64.180 for red curb violations. This change will allow the City to better track data on vehicles parked at red curbs and use that information to consider future fine increases or other deterrent measures, if needed.

Violations That Are Criminal In Nature

The Los Angeles County Sheriff's Department (LASD) Malibu Liaison Sergeant informed the Commission that violations such as an altered license plate (CVC 4464) and incorrect registration (CVC 4462) are criminal in nature and may not carry fines high enough to deter this behavior. These violations suggest that a driver may have intentionally altered their license plate or registration to avoid detection by ALPR cameras, evade tolls, or avoid identification by law enforcement. LASD recommended increasing these fines to better reflect the seriousness of the offenses and to align with the penalties they currently impose.

The following table illustrates the projected revenue increase that would occur as a result of all proposed citation fine increases:

Citation	**Previous Fine Amount**	**New Fine Amount**	**Projected Revenue Increase**
Fix-It Tickets			
CVC 5200 (No Front/Rear License Plate)	$58	$75	$351,713
CVC 5201(A)(Plates Clearly Visible)	$58	$75	TBD

CVC 5201 (C&D)(License Plate Covered)	$38	$100	$10,332
CVC 5201 (Position of Plates)	$58	$75	$27,217
Consistency With Similar Codes			
LACO 15.64.180 (Parking Against Red Curb)	$41	$73	TBD
LACO 15.64.370 (Parking By Fire Hydrant)	$98	$150	TBD
CVC 4457 (Mutilated/Illegal License Plate)	$58	$75	$13,226
Criminal In Nature			
CVC 4464 (Altered License Plate)	$38	$250	$49,184
CVC 4462 (B)(Incorrect Registration on Car)	$58	$100	$6,300

Total (Gross): $468,862
Total (Net): $295,383

During the April 15, 2026, City Council Special Meeting, the City Council approved the Commission's recommended fine increases. Therefore, staff recommends that Resolution No. 26-25 be adopted to amend the Parking Fine Schedule with all recommended fine increases.

ATTACHMENTS:

1. Resolution No. 26-25
2. Public Hearing Notice

RESOLUTION NO. 26-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MALIBU AMENDING THE CITY'S SCHEDULE OF PARKING CITATION PENALTIES, RESCINDING RESOLUTION NO. 24-55, AND FINDING THE ACTION TO BE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

The City Council of the City of Malibu does hereby find, order and resolve as follows:

SECTION 1. Recitals.

A. Pursuant To California Vehicle Code section 40203.5, Malibu Municipal Code section 10.12.060 states that parking penalties shall be established by resolution of the City. These penalties are detailed in the City's Parking Penalty Schedule (Schedule) for violations of that ordinance. The Schedule indicates the related Los Angeles County Code Section and, where appropriate, the California Vehicle Code as referenced.

B. On March 4, 2026, the City of Malibu's Public Safety Commission performed a review of the City's parking citation fine schedule, and voted to recommend that the City Council consider increasing the fines for CVC 4457, CVC 4464, CVC 4462(B), CVC 5200, CVC 5201, CVC 5201(A), CVC 5201(C&D), LACO 15.64.180, and LACO 15.64.370.

C. On April 15, 2026, the City of Malibu City Council reviewed the Public Safety Commission's recommendation and approved the proposed fine increases.

D. The City needs to amend its current parking fine schedule to reflect the updated fine amounts for CVC 4457, CVC 4464, CVC 4462(B), CVC 5200, CVC 5201, CVC 5201(A), CVC 5201(C&D), LACO 15.64.180, and LACO 15.64.370 in order for them to take effect.

SECTION 2. The Schedule of Parking Citation Penalties attached hereto as Exhibit 1 is hereby adopted.

SECTION 3. The City of Malibu hereby rescinds Resolution No. 24-55.

SECTION 4. City staff has determined that the changes to the City's Schedule of Parking Citation Penalties are statutorily exempt from environmental review under California Public Resources Code section 21080(b)(8) and California Environmental Quality Act implementing guidelines, Title 14 of the California Code of Regulations section 15273 and section 15061(b)(3).

SECTION 5. This resolution shall become effective immediately upon its passage and adoption, except that the penalties set forth in the official Base and Late Fine Schedule for Parking Violations shall take effect as citations are printed giving notice of the new fine amounts.

SECTION 6. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

Attachment 1

PASSED, APPROVED, and ADOPTED this 11th day of May 2026.

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

Exhibit 1

ticketPRO™

Malibu

Proposed Fine Schedule
Last Updated: 04/10/2026

Code	Section	Fine	Penalty	2nd/DMV Penalty	Description
1002080	10.02.080 MC	$250.00	$250.00	$0.00	NO PARKING PERMIT
10180701	10.18.070 MC	$100.00	$100.00	$0.00	OVERSIZE VEH-1ST VIOLATION
10180702	10.18.070 MC	$200.00	$200.00	$0.00	OVERSIZE VEH-2ND VIOL W/IN 1YR
10180703	10.18.070 MC	$500.00	$500.00	$0.00	OVERSIZE VEH-EACH NEW VIOL 1YR
1020040	10.20.040 LACO	$100.00	$100.00	$0.00	PARKING AND LEAVING VEHICLE
1208110	12.08.110 MC	$73.00	$73.00	$0.00	ILLEGAL PARKING IN PARK
1520070	15.20.070 LACO	$73.00	$73.00	$0.00	OBEY SIGN/CURBS/MARKINGS
1520130	15.20.130 LACO	$53.00	$53.00	$0.00	PARKING IN SPACE MARKINGS
1544140	15.44.140 LACO	$53.00	$53.00	$0.00	PKG IN DELETED SPACES
1548050	15.48.050 LACO	$53.00	$53.00	$0.00	VEH EXCEEDING 6,000 POUNDS
1548060	15.48.060 LACO	$53.00	$53.00	$0.00	VEH EXCEEDING 14000 LBS/PSTD
1552040	15.52.040 LACO	$150.00	$150.00	$0.00	BICYCLE LANES/UNAUTH PKG
1564010	15.64.010 LACO	$48.00	$48.00	$0.00	STOPPING PROHIB PKG TIME LMTS
1564020	15.64.020 LACO	$53.00	$53.00	$0.00	PKG LOADING ZONES (COMMERCIAL)
1564030	15.64.030 LACO	$48.00	$48.00	$0.00	PKG TIME LIMIT(POST OFFICE)
1564040	15.64.040 LACO	$48.00	$48.00	$0.00	PARKING AT MAIL BOX
1564050	15.64.050 LACO	$53.00	$53.00	$0.00	NO COMM PKG 2AM/6AM RES ZONE
1564052	15.64.052 LACO	$53.00	$53.00	$0.00	NO COMM PKG RES AREA OVR 10K
1564055	15.64.055 LACO	$53.00	$53.00	$0.00	NO COMM PKG 10A/6P SGN PSTD
1564060	15.64.060 LACO	$73.00	$73.00	$0.00	PARKING OVERNIGHT
1564070	15.64.070 LACO	$48.00	$48.00	$0.00	PKG LIMIT/SPECIAL LOCATION
1564100	15.64.100 LACO	$150.00	$150.00	$0.00	DISCONNECTED TRAILER
1564110	15.64.110 LACO	$263.00	$263.00	$0.00	BUS LOADING ZONE
1564120	15.64.120 LACO	$53.00	$53.00	$0.00	PKG IN PASSENGER ZONE
1564130	15.64.130 LACO	$53.00	$53.00	$0.00	NO PARKING - ALLEYS
1564140	15.64.140 LACO	$73.00	$73.00	$0.00	TEMPORARY NO PARKING
1564180	15.64.180 LACO	$73.00	$73.00	$0.00	PARKING AGAINST RED CURB
1564210	15.64.210 LACO	$48.00	$48.00	$0.00	KEY IN IGNITION/UNATTEND VEH
1564220	15.64.220 LACO	$48.00	$48.00	$0.00	PARKING ON GRADES
1564230	15.64.230 LACO	$98.00	$98.00	$0.00	PARALLEL PKG OVR 18IN FRM CRB
1564240	15.64.240 LACO	$48.00	$48.00	$0.00	ANGLE PARKING
1564250	15.64.250 LACO	$53.00	$53.00	$0.00	DOUBLE PARKING

1564260	15.64.260 LACO	$73.00	$73.00	$0.00	NO PARKING ANYTIME
1564270	15.64.270 LACO	$73.00	$73.00	$0.00	PVT/PUBLIC ILLEGAL PARKING
1564280	15.64.280 LACO	$58.00	$58.00	$0.00	PARKING WRONG SIDE OF STREET
1564290	15.64.290 LACO	$53.00	$53.00	$0.00	PARKING IN PARKWAY
1564300	15.64.300 LACO	$150.00	$150.00	$0.00	OBSTRUCT ROADWAY/LANE
1564310	15.64.310 LACO	$363.00	$363.00	$0.00	PKG VEH TRANSORTING HAZ MAT
1564320	15.64.320 LACO	$73.00	$73.00	$0.00	PARKING DRIVEWAY
1564330	15.64.330 LACO	$53.00	$53.00	$0.00	PKG IN INTERSECTION
1564340	15.64.340 LACO	$53.00	$53.00	$0.00	PARKING VEHICLE FOR SALE
1564350	15.64.350 LACO	$53.00	$53.00	$0.00	PARKING SPECIAL HAZARD
1564360	15.64.360 LACO	$53.00	$53.00	$0.00	PKG ADJACENT TO SCHOOL
1564370	15.64.370 LACO	$150.00	$150.00	$0.00	PARKING FIRE HYDRANT
1564390	15.64.390 LACO	$53.00	$53.00	$0.00	PKG ASSIGNED PKG SPACES
1564400	15.64.400 LACO	$338.00	$338.00	$0.00	HANDICAPPED PKG/ON STRET
1564410	15.64.410 LACO	$338.00	$338.00	$0.00	HANDICAPPED PKG/OFF STREET
1564440	15.64.440 LACO	$33.00	$33.00	$0.00	TAXICAB STANDS
1564470	15.64.470 LACO	$33.00	$33.00	$0.00	PARKING METERS
1564480	15.64.480 LACO	$33.00	$33.00	$0.00	OBSERVEANCE OF PARKING METERS
1564490	15.64.490 LACO	$53.00	$53.00	$0.00	MOTOR VIOL-NO PKG-OUTDATED
1564700	15.64.700 LACO	$53.00	$53.00	$0.00	PERFERENTIAL PKG DIST/NO PRMT
1576080	15.76.080 LACO	$73.00	$73.00	$0.00	VEHICLES ON SIDEWALK
1576120	15.76.120 LACO	$53.00	$53.00	$0.00	REPAIRING VEHICLES ON STREET
1576130	15.76.130 LACO	$53.00	$53.00	$0.00	WASHING VEHICLES ON STREET
1704370	17.04.370 LACO	$53.00	$53.00	$0.00	PARKS/UNAUTHORIZED PARKING
1712130	17.12.130 LACO	$63.00	$63.00	$0.00	VEHICLE PARKED ON BEACH
1712190	17.12.190 LACO	$53.00	$53.00	$0.00	REMOVE/DESTROY PLANTS/TREES
1712230	17.12.230 LACO	$48.00	$48.00	$0.00	BEACHES/UNAUTHORIZED PARKING
1752040	17.52.040 MC	$55.00	$55.00	$0.00	PROHIBITED SIGNS
19121360	19.12.1360 LACO	$48.00	$48.00	$0.00	PKG AND DRIVING REGULATIONS
19121410	19.12.1410 LACO	$68.00	$68.00	$0.00	OBSTRUCT EMERG ACCESS ROUTES
21113A	21113 (A) CVC	$53.00	$53.00	$0.00	UNLAWFUL PKG PUBLIC GRNDS
21210	21210 CVC	$18.00	$18.00	$0.00	BICYCLE PARKING
225001	22500.1 CVC	$150.00	$150.00	$0.00	FIRE LANE
22500A	22500 (A) CVC	$53.00	$53.00	$0.00	PKG WITHIN INTERSECTION
22500B	22500 (B) CVC	$53.00	$53.00	$0.00	PARKING ON CROSSWALK
22500C	22500 (C) CVC	$73.00	$73.00	$0.00	PARKING/SAFETY AND CURB
22500D	22500 (D) CVC	$68.00	$68.00	$0.00	PARKING FIRE STATION ENTRANCE
22500E	22500 (E) CVC	$73.00	$73.00	$0.00	BLOCKING DRIVEWAY
22500F	22500 (F) CVC	$150.00	$150.00	$0.00	PARKING ON SIDEWALK
22500G	22500 (G) CVC	$53.00	$53.00	$0.00	PARKING ALONG EXCAVATION
22500H	22500 (H) CVC	$53.00	$53.00	$0.00	DOUBLE PARKING
22500I	22500 (I) CVC	$263.00	$263.00	$0.00	BUS ZONE
22500J	22500 (J) CVC	$53.00	$53.00	$0.00	PARKING IN TUNNEL
22500K	22500 (K) CVC	$73.00	$73.00	$0.00	PARKING ON BRIDGE
22500L	22500 (L) CVC	$258.00	$258.00	$0.00	BLOCKING DISABLED ACCESS RAMP
22500N1A	22500(N)(1)(A)	$73.00	$73.00	$0.00	STOP/PKG W/IN 20FT CROSSWALK
22502	22502 CVC	$98.00	$98.00	$0.00	PARALLEL PKG AND 18 INCHES CRB
22502A	22502 (A) CVC	$98.00	$98.00	$0.00	PARK 18IN FRM CURB/WRONG DIR
22502E	22502 (E) CVC	$58.00	$58.00	$0.00	CURB PARKING ONE-WAY ROADWAY
22504A	22504 (A) CVC	$58.00	$58.00	$0.00	UNINCORPORATED ARE PARKING
22505B	22505 (B) CVC	$73.00	$73.00	$0.00	STATE HIGHWAY PARKING
225078A	22507.8 (A) CVC	$438.00	$438.00	$0.00	NO VISIBLE HANDICAPPED PLACARD
225078B	22507.8 (B) CVC	$438.00	$438.00	$0.00	HANDICAPPED PARKING-OFF STREET
225078C	22507.8 (C) CVC	$438.00	$438.00	$0.00	HANDICAPPED PARKING BOUNDARIES
225078C1	22507.8(C)(1)CVC	$438.00	$438.00	$0.00	HANDICAPPED PKG BOUNDARIES
225078C2	22507.8(C)(2)CVC	$438.00	$438.00	$0.00	HANDICAPPED/CROSSHATCH
22513	22513 CVC	$68.00	$68.00	$0.00	TOW SOLICITATION
22514	22514 CVC	$150.00	$150.00	$0.00	FIRE HYDRANT 15 FEET
22515	22515 CVC	$53.00	$53.00	$0.00	UNATTENDED VEHICLES
22516	22516 CVC	$48.00	$48.00	$0.00	LOCKED DOOR/NO ESCAPE
22517	22517 CVC	$68.00	$68.00	$0.00	VEHICLE DOOR OPEN TO TRAFFIC
22520	22520 CVC	$43.00	$43.00	$0.00	STOPPING ON FREEWAY
22522	22522 CVC	$288.00	$288.00	$0.00	PKG NEAR SIDEWALK RAMP
22523AB	22523(A)(B) CVC	$113.00	$113.00	$0.00	ABANDONMENT PROHIBITED
22523B	22523 (B) CVC	$113.00	$113.00	$0.00	ABANDONED VEHICLE ON ROADWAY
22526	22526 CVC	$68.00	$68.00	$0.00	ANTI-GRIDLOCK ACT
225262	22526 CVC	$263.00	$263.00	$0.00	2ND OFF ANTI-GRIDLOCK ACT
225263	22526 CVC	$263.00	$263.00	$0.00	3RD OFFENSE ANI-GRIDLOCK ACT

22654E	22654 (E) CVC	$41.00	$41.00	$0.00	BLOCKING EMERGENCY
22951	22951 CVC	$48.00	$48.00	$0.00	PKG LOT-STREET AND ALLEY PKG
23333	2333 CVC	$45.00	$45.00	$0.00	STOP/PARK-VEHICULAR CROSSING
25300CE	25300(C)(E) CVC	$45.00	$45.00	$0.00	WARNING DEVICE/DISABLE/PKD VEH
267085	267085 CVC	$38.00	$38.00	$0.00	TINTED SIDE WINDOWS $10 W/PRF
26708A1	26708(A)(1) CVC	$68.00	$68.00	$0.00	TINTED SIDE WINDOWS $10/PROOF
26710	26710 CVC	$38.00	$38.00	$0.00	DEFECT WNDSHLD/REAR WND $10/PR
27155	27155 CVC	$38.00	$38.00	$0.00	FUEL CAP REQUIRED $10 W/PROOF
31303D	31303 (D) CVC	$363.00	$363.00	$0.00	PKG HAZARD WASTE IN RES DIST
4000A	4000 (A) CVC	$63.00	$63.00	$0.00	EXP REGISTRATION-$10 W/PROOF
4000A1	4000 (A)(1) CVC	$73.00	$73.00	$0.00	EXP REGISTRATION-$10 W/PROOF
41525	4152.5 CVC	$38.00	$38.00	$0.00	FAIL TO APPLY FOR REGISTRATION
4454A	4454 (A) CVC	$38.00	$38.00	$0.00	REGISTRATION CARD
4457	4457 CVC	$75.00	$75.00	$0.00	MUTILATED/ILLEGAL LICENSE PLT
4462B	4462 (B) CVC	$100.00	$100.00	$0.00	INCORRECT REGISTRATION ON CAR
4464	4464 CVC	$250.00	$250.00	$0.00	ALTERED LICENSE PLATE
5200A	5200 (A) CVC	$75.00	$75.00	$0.00	NO FRNT/REAR PLATES-$10 W/PRF
5201	5201 CVC	$75.00	$75.00	$0.00	POSITION OF PLATES $10/PROOF
52011	5201.1 CVC	$250.00	$250.00	$0.00	OBSCURING READABILITY OF PLATE
5201A	5201 (A) CVC	$75.00	$75.00	$0.00	PLATES CLEARLY VISIBLE $10/PRF
5201C	5201 (C)(D) CVC	$100.00	$100.00	$0.00	LIC PLATE COVERED-$10 W/PROOF
5201E	5201 (E) CVC	$43.00	$43.00	$0.00	LIC PLATE COVERED-$10 W/PRF
5201F	5201 (F) CVC	$38.00	$38.00	$0.00	PLATES CLEARLY VISIBLE $10/PRF
5201G	5201 (G) CVC	$43.00	$43.00	$0.00	LIC PLATE COVERED-$10 W/PROOF
5204A	5204 (A) CVC	$73.00	$73.00	$0.00	NO CURRENT TABS ON VEH-$10/PRF
908090	9.08.090 MC	$250.00	$250.00	$0.00	CAMP/LODGE/SLEEP PUT PROP

NOTICE OF PUBLIC HEARING
CITY OF MALIBU
CITY COUNCIL

The Malibu City Council will hold a public hearing on **MONDAY, May 11, 2026, at 5:30 p.m. on the item listed below in the Council Chambers at Malibu City Hall, located at 23825 Stuart Ranch Road, Malibu, CA, and via teleconference.**

Public comment can be submitted ahead of the public hearing to citycouncil@malibucity.org for inclusion in the public record. To view and participate during the public hearing, please review the meeting agenda posted at MalibuCity.org/AgendaCenter and follow the directions for public participation.

AMENDMENT TO PARKING FINE SCHEDULE

IF YOU CHALLENGE THE CITY COUNCIL'S ACTION IN COURT, YOU MAY BE LIMITED TO RAISING ONLY THOSE ISSUES RAISED AT THE PUBLIC HEARING DESCRIBED IN THIS NOTICE, OR OTHERWISE HELD BY THE CITY, OR IN WRITTEN CORRESPONDENCE DELIVERED TO THE CITY, EITHER AT OR PRIOR TO THE PUBLIC HEARING.

If there are any questions regarding this notice, please contact Susan Dueñas, Public Safety Director, at (310) 456-2489, ext. 313. Copies of all related documents can be reviewed by any interested person at City Hall during regular business hours. Oral and written comments may be presented to the City Council on, or before, the date of the meeting.

_____
Susan Dueñas, Public Safety Director

Publish Date: April 30, 2026

Council Agenda Report

City Council Meeting
05-11-26
Item 6.A.

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

Prepared by: Tatiana Holden, Interim Public Works Director/City Engineer
Susan Dueñas, Public Safety Director

Approved by: Joseph D. Irvin, City Manager

Date prepared: May 4, 2026 Meeting date: May 11, 2026

Subject: Professional Services Agreement with Blue Line Solutions – CA, LLC

RECOMMENDED ACTION: Authorize the Mayor to execute a Professional Services Agreement with Blue Line Solutions-CA, LLC (Blue Line) to implement and operate a Speed Safety Camera System Pilot Program for an approximately six-year term including five years of camera operations.

FISCAL IMPACT: No additional appropriation is required. This is a service-based contract, and fees are deducted directly from the citation revenue.

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

DISCUSSION: A Request for Proposals (RFP) for experienced firms to provide a turnkey Automated Speed Safety Camera System (SSCS), including the design, hardware, software, installation, operations support, maintenance, and related services was issued on October 16, 2025.

Eight proposals were received in response to the RFP. Firms submitted proposals were: Elovate, Blue Line Solutions, Verra Mobility, Novoa Global, Acusensus, Mobilis, and Jenoptik.

The proposals contained Technical Qualifications and Fee Schedule sections. The Technical Qualifications were rated for the completeness and thoroughness, responsiveness to the terms, conditions and items of performance, qualifications and experience of the contactor and individuals, understanding of the scope and services, and implementation schedule.

Oral interviews were conducted for four vendors: Elovate, Blue Line Solutions, Verra Mobility and Novoa Global. Based on the proposals, reference checks and interviews, staff determined that Blue Line was the best fit for the project. While all of the vendors have extensive experience with speed safety systems, Blue Line clearly understood the conditions in Malibu and were able to clearly identify the project needs and estimate the likely citation rate and resulting workload.

The cost proposal was considered a criterion but was not the focal factor in the selection process for this safety-oriented and not revenue-generating contract. Cost proposals ranged from approximately $500,000 to almost $16 million per year. Based on conversations with the vendors, the wide range of cost proposals is primarily due to vastly different assumptions about the workload that will be required and the level of quality control. Quality control is important because when citations are not accurate and well-documented, they are more likely to be appealed, which incurs more cost.

On April 27, 2026, staff presented the Blue Line Solutions agreement to the Speed Camera System Pilot Program to the City Council. After receiving the presentation from staff, Council requested the following modifications to the Professional Services Agreement with Blue Line Solutions, LLC:

- Provisions for backup battery system supporting temporary operation of the speed cameras during a power outage
- The compensation schedule adheres to the legislative requirements, specifically California Vehicle Code Section 22435 (l), and includes a flat fee.
- Payments are processed monthly.

The revised agreement includes the following language in the Scope of Work to address operations during power outages:

- **Battery Backup and Automatic Failover:** Each system will include an integrated battery backup solution designed to automatically and seamlessly transition from AC power to battery power in the event of a utility outage, with no manual intervention required and minimal interruption to system operation.
- **Backup Duration:** The battery backup system is designed to support 24/7 continuous operation of the SSC System for up to 36 hours under normal operating conditions. Actual runtime may vary based on environmental conditions, system configuration, and usage.
- **Monitoring and Restoration:** Systems will automatically resume AC power operation upon restoration of utility service. Battery health and power status will be monitored remotely, enabling proactive maintenance and response.
- **Service and Limitations:** Provider may perform battery replacement or servicing as needed to maintain system functionality under normal operating conditions. Performance is not guaranteed during prolonged outages, force majeure events, or

conditions outside of BLS's control, including but not limited to natural disasters or extended utility disruptions.

The Fee Schedule was revised to a fixed monthly fee.

The City Council also directed staff to review the Speed Safety System Use Policy and Impact Report to ensure they comply with the racial equity requirements of the California Vehicle Code. Staff are currently consulting with the vendor that developed the reports and the City Attorney's Office to obtain information about the extent of the outreach and determine if it was sufficient. If amendments to either report are needed, staff will return to the City Council for approval.

Next Steps

The approximately six-year term agreement with Blue Line Solutions covers operation and maintenance of the five-year speed safety program, as well as post-program decommissioning services, including fulfilling Senate Bill 1297 reporting requirements. This is a service-based contract, and fees are deducted directly from the citation revenue. Costs incurred during the start-up period will be carried by Blue Line and then reimbursed to them once citation revenues are collected.

After the agreement is fully executed, staff will work with Blue Line to install the cameras, train staff and work with their marketing team to implement a comprehensive public education campaign for the required 30 days prior to activating the system.

Staff recommends the City Council authorize the Mayor to execute a Professional Services Agreement with Blue Line Solutions-CA, LLC (Blue Line) to implement and operate a Speed Safety Camera System Pilot Program for approximately six-year term including five years of camera operations. The City anticipates the start of camera operation before July 4, 2026

ATTACHMENTS: Professional Services Agreement with Blue Line Solutions-CA, LLC

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of May 11, 2026, by and between the City of Malibu, a municipal corporation (hereinafter referred to as the "City"), and Blue Line Solutions, a California limited liability company (hereinafter referred to as "Consultant" or "BLS").

The City and the Consultant agree as follows:

R E C I T A L S

A. The City does not have the personnel able and/or available to perform the services required under this Agreement.

B. The City desires to contract out for consulting services for certain projects relating to the implementation and operation of the Speed Safety Camera System Pilot Program.

C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.

D. The City desires to contract with the Consultant to perform the services as described in Exhibit A of this Agreement.

NOW, THEREFORE, the City and the Consultant agree as follows:

1.0 SCOPE OF THE CONSULTANT'S SERVICES. The Consultant agrees to provide the services and perform the tasks set forth in the Scope of Work ("Services"), attached to this Agreement as Exhibit A and made part hereof, except that, to the extent that any provision in Exhibit A conflicts with this Agreement, the provisions of this Agreement will govern. The Scope of Work may be amended from time to time by way of a written directive from the City.

2.0 TERM OF AGREEMENT. This Agreement will become effective on May 11, 2026, and will remain in effect until completion of the Services unless otherwise expressly extended and agreed to by both parties or terminated by either party as provided herein.

3.0 TERMINATION.

(a) **Without Cause.** Either the City Manager or the Consultant may terminate this Agreement, without cause, by giving the other party ten (10) days written notice of such termination and the effective date thereof. If the City terminates this Agreement without cause, the Consultant shall prepare and shall be entitled to receive compensation pursuant to a close-out bill for services rendered and fees incurred pursuant to this Agreement through the notice of termination. If the Consultant terminates this Agreement without cause, the Consultant shall be paid only for those services completed in a manner satisfactory to the City.

(b) **With Cause.** If the Consultant or the City fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant or the City violates any of the covenants, agreements, or stipulations of this Agreement, the Consultant or the City shall

have the right to terminate this Agreement immediately by giving written notice to the other party of such termination and specifying the effective date of such termination. The Consultant shall be entitled to receive compensation in accordance with the terms of this Agreement for any work satisfactorily completed hereunder. Notwithstanding the foregoing, the Consultant shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to off-set anticipated damages.

(c) **Return of Documents**. In the event of termination, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of the Consultant under this Agreement shall be returned to the City.

4.0 CITY AGENT. The City Manager, or his or her designee, for the purposes of this Agreement, is the agent for the City; whenever approval or authorization is required, Consultant understands that the City Manager, or his or her designee, has the authority to provide that approval or authorization.

5.0 COMPENSATION FOR SERVICES. The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the Scope of Work (Exhibit "A") and the compensation schedule (Exhibit "B"). The cost of services shall not exceed $233,480 each month as shown in Exhibit B. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or his or her designee.

(a) The Consultant shall submit to the City, by no later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. The City shall pay the Consultant all uncontested amounts set forth in the Consultant's bill within 30 days after it is received.

6.0 CONFLICT OF INTEREST. The Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by the Consultant under this Agreement. The Consultant further represents that in performance of this Agreement, no person having any such interest shall be employed by it.

(a) The Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this contract, the Consultant shall not offer, encourage or accept any financial interest in the Consultant's business by any City employee or official.

(b) If a portion of the Consultant's services called for under this Agreement shall ultimately be paid for by reimbursement from and through an agreement with a developer of any land within the City or with a City franchisee, the Consultant warrants that it has not performed any work for such developer/franchisee within the last 12 months, and shall not negotiate, offer or accept any contract or request to perform services for that identified developer/franchisee during

the term of this Agreement.

7.0 INSURANCE. The Consultant shall submit to the City certificates indicating compliance with the minimum insurance requirements set forth in the attached Exhibit C, which is incorporated herein, no less than one (1) day prior to beginning of performance under this Agreement. Consultant further agrees to comply with all other provisions in Exhibit C.

8.0 INDEMNIFICATION. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless City and any and all of its officials, employees, agents, and/or volunteers ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs, and expenses, including attorney's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of services under this Agreement. Consultant's duty to indemnify and hold harmless City shall not extend to the City's sole or active negligence or willful misconduct.

9.0 DUTY TO DEFEND. In the event the Indemnified Parties, individually or collectively, are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by City, Consultant shall defend the Indemnified Parties at Consultant's cost or at City's option, to reimburse City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by Consultant's negligent acts, errors or omissions. Payment by City is not a condition precedent to enforcement of this provision. In the event of any dispute between Consultant and City, as to whether liability arises from the sole or active negligence or willful misconduct of the City or its officers, employees, or agents, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the Indemnified Parties as solely or actively negligent or to have acted with willful misconduct. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees, and costs of litigation.

10.0 GENERAL TERMS AND CONDITIONS.

10.1 Non-Assignability. The Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of the City.

10.2 Non-Discrimination. The Consultant shall not discriminate as to race, creed, gender, color, national origin, or sexual orientation in the performance of its services and duties pursuant to this Agreement, and will comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.

10.3 Compliance with Applicable Law. The Consultant and the City shall comply with all applicable laws, ordinances, and codes of the federal, state, county, and city governments, including, without limitation, Malibu Municipal Code Chapter 5.36 Minimum

Wage.

10.4 Independent Contractor. This Agreement is by and between the City and the Consultant and is not intended, and shall not be construed, to create the relationship of agency, servant, employee, partnership, joint venture, or association, as between the City and the Consultant. The Consultant shall be an independent contractor and shall have no power to incur any debt or obligation for or on behalf of the City. Neither the City nor any of its officers or employees shall have any control over the conduct of the Consultant, or any of the Consultant's employees, except as herein set forth, and the Consultant expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants or employees are in any manner employees of the City, it being distinctly understood that the Consultant is and shall at all times remain to the City a wholly independent contractor and the Consultant's obligations to the City are solely such as are prescribed by this Agreement.

10.5 Copyright. No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

10.6 Legal Construction.

(a) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced, and governed under the laws of the State of California.

(b) This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

(c) The article and section, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

(d) Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

10.7 Counterparts. This Agreement may be executed in counterparts and as so executed shall constitute an agreement which shall be binding upon all parties hereto.

10.8 Final Payment Acceptance Constitutes Release. The acceptance by the Consultant of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to the Consultant for anything done, furnished or relating to the Consultant's work or services. Acceptance of the final payment shall

be any negotiation of the City's payment or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that payment. However, approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of the Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

10.9 Corrections. In addition to the above indemnification obligations, the Consultant shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to the Consultant.

10.10 Files. All files of the Consultant pertaining to the City shall be and remain the property of the City. The Consultant will control the physical location of such files during the term of this Agreement and shall destroy the files in accordance with the Malibu Speed Safety System Use Policy upon City's request.

10.11 Waiver; Remedies Cumulative. Failure by a party to insist upon the performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

10.12 Mitigation of Damages. In all such situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

10.13 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

10.14 Entire Agreement. This Agreement, together with the attached exhibits, constitutes the whole agreement between the City and the Consultant, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes or modifications to this Agreement must be made in writing

appropriately executed by both the City and the Consultant.

10.15 Notices. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

CITY: Joe Irwin
City Manager
City of Malibu
23825 Stuart Ranch Road
Malibu, CA 90265-4861
TEL (310) 456-2489 x 226
FAX (310) 456-2760

CONSULTANT: Blue Line Solutions-CA, LLC.
Mark Hutchinson, CEO
4409 Oakwood Drive
Chattanooga, TN 37416
T: (423) 803-9975
E: mark@bluelinesolutions.org

10.16 Warranty of Authorized Signatories and Acceptance of Facsimile or Electronic Signatures. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign. The Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement 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.

11.0 FINANCIAL CONFLICT OF INTEREST DISCLOSURE. (City and Consultant initials required at EITHER 7.1 or 7.2)

7.1 Disclosure Required. By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City's Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City's Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant's disclosure obligations in accordance with the City's Conflict of Interest Code.

City Initials _____
Consultant Initials MH

7.2 Disclosure not Required. By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a "consultant" for the purpose of the California Political Reform Act because Consultant's duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18700.3(a) and is otherwise not serving in staff capacity in accordance with the City's Conflict of Interest Code.

City Initials _____
Consultant Initials MH

[Signatures on Next Page]

This Agreement is executed on _____, at Malibu, California, and effective as of May 11, 2026.

Blue Line Solutions – CA, LLC, a California limited liability company



By: Mark Hutchinson
Title: CEO

CITY OF MALIBU:

_____
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

EXHIBIT A
SCOPE OF WORK

Headings used in this Scope of Work, are for convenience only and do not affect the interpretation of its provisions.

The terms "citation" and "Notice of Violation" are used interchangeably and shall mean the formal charging instrument issued after internal review of a suspected speeding violation.

I. CONSULTANT OBLIGATIONS

PLAN AND DESIGN

1. Blue Line Solutions, LLC ("BLS") shall perform project management functions such as leading project meetings and field visits. Tasks will include construction kick-off meetings, securing traffic control, installing attachments on existing poles or installing new poles if needed, installing signage, maintaining Automated Speed Safety Camera System ("SSC System") equipment, and managing electrification. All systems will be fixed.
2. BLS will conduct necessary analysis of the SSC System locations such as, but not limited to:
    a. Site assessment
    b. Structural analysis
    c. Field inventory
    d. Connections to utilities.
3. For installation work already done, BLS will review the site to ensure the work done to date meets SSC System requirements.
4. In coordination with the City, BLS will plan and design each directional approach with the SSC System, speed feedback signs, speed limit signs with flashing beacons, and "Photo Enforced" signage as described in The City of Malibu's Speed Safety Pilot Program, codified at Cal. Veh. Code §§ 22435-22441 (the "Pilot Program").
5. All plans will comply with applicable regulations, the Pilot Program, City of Malibu standards, Caltrans standards, the City of Malibu Speed Safety System Impact Report, the City of Malibu Speed Safety System Use Policy, and relevant guidelines and standards.
6. BLS will submit one (1) set of conceptual design plans and one (1) set of final design plans for each SSC System location as needed.
7. All plans shall include specification and detail sheets for the camera system, and the type and location of required signage for each camera system.
8. The total power draw per SSC System shall not exceed 90 watts unless authorized by the City.

PLAN AND DESIGN DELIVERABLES

9. BLS will provide the following deliverables to the City:
    a. Implementation Plan
    b. Work Breakdown Structure Summary
    c. Gantt schedule

d. Risk log

e. Communications plans

f. Plans, signed by the BLS's licensed engineer registered in the state of California, of the SSC System installation on the existing signal poles for review and approval

g. Monthly progress reports prior to installation of SSC Systems; anticipated construction schedules; needed construction permits; approvals, and as-builts.

PERMITTING

10. For any permitting already done, BLS will review the site plans to make sure that they meet SSC System requirements.

11. BLS is responsible for obtaining necessary permits, approvals, and certifications as required by the applicable governmental entity having jurisdiction within the public right of way, including Caltrans, as needed.

PERMITTING DELIVERABLES

12. BLS will submit all required documents for City building permits and Caltrans' Encroachment Permit.

IMPLEMENTATION SCHEDULE

13. The implementation schedule will include the following milestones:

    a. Within 45 days from the Notice To Proceed:

        i. A complete set of plans for five (5) SSC Systems signed by BLS's licensed engineer registered in the state of California.

        ii. A detailed construction schedule, demonstrating coordination with Southern California Edison ("SCE") requirements.

    b. Within 90 days from Notice To Proceed:

        i. Installation of roadside equipment at five (5) SSC System sites, including the installation of required electrical connections and metering equipment as specified by Southern California Edison.

        ii. This 90-day timeframe depends on both permit approvals and installations of the SCE meters, either of which may cause delays in the schedule.

        iii. Documents certifying calibration and testing of roadside equipment at five (5) SSC System sites.

    c. Within 100 days from Notice to Proceed:

        i. Operationalize five (5) SSC Systems, including installation and testing.

        ii. Commence the initial 60-day warning period described in Section 70.

        iii. Send monthly flat fee invoice for Services within 15 days following the end of each month, beginning with the warning period.

INSTALLATION

14. To the extent feasible, BLS shall angle the SSC Systems to only capture rear license plate photographs of speeding vehicles and not images of other drivers, vehicles, or pedestrians.

15. BLS will coordinate power connection installation with SCE, along with traffic control.
16. BLS will retain ownership of the SSC System equipment.
17. Both BLS and BLS's subcontractors will be properly licensed to perform this work.

INSTALLATION DELIVERABLES

18. BLS will provide the following documents to the City:
    a. Factory acceptance and site acceptance test plans/reports
    b. Activation plan
    c. Operation plan

IMAGES CAPTURED

19. The SSC Systems shall capture images of the rear license plate of vehicles that are traveling 11 miles per hour or more over the posted speed limit.
20. The SSC Systems shall not capture identifying data of non-speeding vehicles.
21. All imagery shall be provided with high image quality and resolution for the SSC Systems so that Vehicle License Numbers ("VLN") can be read.
    a. Imagery shall be color and made available in a standard format, such as JPG, PNG, BMP, GIF, TIFF, MPEG, MP4, WEBP, or AVI, unless otherwise directed by the City.
    b. BLS shall make archived imagery and related metadata available for authorized City staff.

PRELIMINARY REVIEW

22. BLS will promptly perform a preliminary review of recorded event data of an automated speed violation for the purpose of filtering recorded event data that is not of sufficient quality for further use. For example, BLS may filter event data in which no motor vehicle registration plate information or only partial information is reasonably discernible from the Recorded Event. BLS will also filter emergency vehicles.
    a. BLS will perform this review and forward the violation data within 72 hours to the City.
    b. The City will have the sole and exclusive responsibility for the final review of Recorded Events data not filtered by BLS and the authorization and issuance of a notice of violation thereafter.

NOTICE OF VIOLATION REQUIREMENTS

23. BLS will send notices of violation authorized by the City to the registered owner of a vehicle captured traveling 11 miles per hour or more over the posted speed limit within 15 days of the violation, which will include:
    a. A unique citation number.
    b. Algorithm check digits to avoid duplication.
    c. The specific section of the Vehicle Code violated, the speed of the vehicle, the applicable speed limit, and the verification of the most recent calibration of the SSC System pursuant to Cal. Veh. Code § 22435(c)(4).
    d. The camera location.
    e. The location, the date, and approximate time the violation occurred.

f. A clear photograph of the license plate and rear of the vehicle, the vehicle license number, and the name and address of the registered owner of the vehicle. Notices of violation shall exclude images of the rear window area of the vehicle.

g. A statement that payment is required to be made no later than 30 calendar days from the date of mailing of the notice of violation, or that the violation may be contested pursuant to Cal. Veh. Code § 22437.

h. The amount of the civil penalty due for that violation and the procedures for the payment of the civil penalty or for contesting the notice of violation.

i. A web address link to the video of the violation. The notice of violation will also include an affidavit of nonliability, information on what constitutes nonliability, information on the effect of executing the affidavit, and instructions for returning the affidavit to the processor.

j. A proof of service by mail consistent with Section 1013a of the Code of Civil Procedure.

24. BLS will also associate the following with the citation:

    a. Enforcement Data: Badge or ID number of the person issuing the Citation and issuing agency code.

    b. Financial Data: The original fine amount plus the dates and amounts of any penalties or fees that have accrued.

    c. Mail Data: The mail date and description of all Notices or Correspondence letters mailed, including any return or forwarding mail information.

    d. Adjudication Data: The date and time of any Administrative Review, Hearing, or Appeal and subsequent decision.

    e. Protest Data: Date and disposition of Protests of Notices of Violation.

    f. Payment Data: Payment date, payment source (e.g.; mail, in-person, online), payment amount, method of payment (e.g.; cash, check).

NOTICE OF VIOLATION DELIVERABLES

25. BLS will provide City with the following items relating to notices of violation:

    a. Before warnings are issued: Sample notice packages; address verification workflow; returned-mail procedures; bilingual templates.

    b. Once the system goes live: monthly customer service metrics.

AFFIDAVIT OF NONLIABILITY

26. If the affidavit of nonliability is returned to BLS within 30 calendar days of the mailing of the notice of violation, together with proof of a written lease or rental agreement between a bona fide rental company, as defined in Cal. Civ. Code § 1939.01, or a personal vehicle sharing program, as defined in Cal. Ins. Code § 11580.24, and its customer that identifies the renter or lessee, BLS will serve or mail a notice of violation to the renter or lessee identified in the affidavit of nonliability.

27. If the affidavit of nonliability is returned to BLS within 30 calendar days of the mailing of the notice of violation, together with proof of a copy of a police report indicating the vehicle had been stolen at the time of the violation, BLS will not subject the registered owner to a civil violation.

VEHICLE OWNERSHIP ACCESS

28. BLS has the responsibility for identifying vehicle ownership record data through NLETS, USPS, and other sources. The City shall complete and sign any necessary letters to NLETS authorizing BLS to retrieve vehicle data records for processing.

REGISTRATION INFORMATION

29. BLS will provide reasonably available vehicle registration information necessary to issue Notices of Violation resulting from the SSC System at no additional cost to the City.

NEWGUARD

30. BLS will provide an automated, web-based processing program called NewGuard for all valid Notices of Violation, including image processing, mailing of the initial Notice of Violation and a reminder Notice, printing, and mailing costs. Subject to the approval and authorization from the City, each Notice of Violation will be delivered by first-class mail to the registered owner within 15 days. Subsequent notifications may be delivered by first-class mail.
31. NewGuard will support all phases of Notice of Violation processing, from initial issuance of a Notice of Violation to final resolution by payment, dismissal, or other disposition.
32. NewGuard is web-based and compatible with all widely used browsers, including Microsoft Edge and Google Chrome.
33. NewGuard will enable internal users to upload electronic or hard copy documents, files, e-mails, etc., to the Notice of Violation or other permanent account record.
34. NewGuard will enable internal and, to a limited extent, external users to upload electronic or hard copy documents, files to the Notice of Violation or other permanent account record.
35. NewGuard will include image management functionality that tracks and processes incoming correspondence and permits viewing of scanned correspondence.
36. NewGuard will provide an automated correspondence function that allows the City staff to automatically generate form letters to be printed and mailed.
37. NewGuard will include secure online dashboards with associated databases for processing, reviewing, retrieving, exporting, storing, maintaining, and analyzing Notice of Violation-related data as well as traffic data collected by the system.

CIVIL PENALTIES

38. BLS will not assess a civil penalty to a person if they are subject to criminal penalties for the same act. BLS will apply civil penalties based on the driving speed detected, specifically:
    a. Fifty dollars ($50) for driving at a speed of 11 to 15 miles per hour over the posted speed limit.
    b. One hundred dollars ($100) for driving at a speed of 16 to 25 miles per hour over the posted speed limit.
    c. Two hundred dollars ($200) for driving at a speed of 26 miles per hour or more over the posted speed limit, up to 99 miles per hour.
    d. Five hundred dollars ($500) for driving at a speed of 100 miles per hour or more.
39. As per the law (Senate Bill No. 1297 CHAPTER 631), “a vehicle’s first violation for traveling 11 to 15 miles per hour over the posted speed limit shall be a warning notice.” Such warnings issued by BLS shall count against the Document Production and Mailing Services fixed fees.

40. No Notice of Violation assessing a civil penalty will be issued unless first reviewed and approved by the City.

MAILING

41. BLS will comply with the statutory deadlines in mailing all Notices of Violation.
42. BLS shall comply with all U.S. Postal Service requirements applicable to pre-sorting, bar coding, and first-class mail, including the U.S. Postal Service's "Domestic Mail Manual".
43. BLS will be responsible for verifying addresses and re-sending Notices of Violation (at least two attempts).

VIOLATOR PORTAL

44. BLS will provide a Notice of Violation portal, allowing the registered owner or an individual identified by the registered owner in an affidavit of nonliability as the driver of the vehicle at the time of the alleged violation to review and obtain a copy of the photographic evidence of the alleged violation.

EXPERT TESTIMONY AND EVIDENCE PACKAGES

45. BLS will make available, at BLS's expense, a qualified expert representative to attend and provide testimony for one hearing per Notice of Violation provided that BLS receives at least thirty (30) days prior written notice of each such hearing. BLS is not responsible for the outcome of any such hearing. Additionally, BLS will prepare and submit to the applicable hearing officer, Agency, or Court an Evidence Package to include all paperwork, images, and/or video and other documentation necessary for hearings on all citations/violations contested throughout the life of the program.
46. In the event of additional expert testimony requests, the City will reimburse BLS for costs incurred in making such expert available to testify, including reasonable travel, lodging, and related expenses and time at the expert's then-current hourly rate.

OPERATION SERVICES

47. As part of its full-service program, BLS will assume responsibility for services necessary for the operation of the SSC Systems, including data and connectivity. The City will not be responsible for managing or maintaining any connectivity or data services related to the program. BLS will establish and maintain all required contracts to ensure continuity of service, except for power as described below:
    a. Power will be paid by the City through its existing SCE contract.
    b. BLS will monitor and report on power usage to the City.

TRAINING

48. BLS, at no additional charge, will be responsible for training all individuals requiring system access. This includes training new operators up to six times a year, as staffing assignments may change at the sole discretion of the City. The training session will include:
    a. Written training documentation, created to support the performance of those functions for which the City staff shall be responsible to review and/or testify.
    b. The following topics at a minimum:
        i. Data security policies and procedures.

ii. The definition of Personally Identifiable Information (PII) and what types of PII are stored in NewGuard.

iii. Methods in which City employees and BLS staff can access the data.

iv. Authorized and prohibited uses of data collected from the SSC Systems.

v. Procedures on how to report issues or concerns regarding the SSC Systems.

vi. A review of Malibu's SSC System technology and locations.

vii. A description of the "life cycle" of a violation from event capture through disposition.

viii. A review of the violation templates.

ix. Process of reviewing and issuance of alleged speed violations.

x. The contents of an evidence package.

xi. Data privacy and retention protocols.

xii. Reporting.

c. Documentation of attendees.

TRAINING DELIVERABLES

49. BLS will provide the following to City:

a. City and vendor training curriculum/materials covering access rules, privacy, retention, review/issuance, and incident reporting.

b. Training sessions delivery, inclusive of all supplemental training materials, throughout the year on an annual and as-needed basis for the City personnel who will operate the SSC Systems, review photographic evidence and related violation data, and/or testify in administrative proceedings and any other personnel deemed necessary by the City within the first 3 months following the effective date of the Agreement and up to every 3 months as needed thereafter.

REAL-TIME NOTIFICATION

50. BLS SSC Systems will provide real-time notification to drivers when violations are detected per SB1297 requirements (Cal. Veh. Code § 22435(c)(5)).

MAINTENANCE AND REPAIRS

51. BLS will provide all routine maintenance of SSC System equipment. This activity will include:

a. Inspecting the SSC System and related signage at least once a month to:

i. Certify that the SSC System and signage are installed and operating properly.

ii. Check for and clean up vandalism and authorized posting of materials or graffiti.

iii. Check for damage.

iv. Confirm the structural integrity of the poles and equipment

a) BLS will inform the City of any structural issues that could pose a safety risk.

b. Retaining documentation of the regular inspection, operation, and calibration of the SSC Systems for at least 180 days after the date on which a given SSC System has been permanently removed from use.

c. Conducting responsive adjustments to hardware and firmware as required due to, but not limited to, changes to speed limits or traffic signals.

d. Being available to conduct onsite field visits with City staff.

52. BLS will document via electronic log or other acceptable means of reporting that may be made available to the City upon request, but not less than every two months, the preventive maintenance of all camera equipment and radar components and related services, and all repair activity, planned, unplanned, or emergency, to be maintained by BLS for each incident reported.

53. BLS will ensure that the SSC Systems are updated and upgraded with current photo enforcement software and hardware technology as follows:

    a. As BLS develops and offers new products or upgrades of existing products, BLS shall give the City the opportunity to upgrade to the newest product offerings.

    b. BLS will not implement technology upgrades without the City's approval.

    c. Requests to employ technical upgrades shall be made in writing.

    d. Updates and upgrades to the SSC System throughout the term of the Agreement shall be at no charge to the City.

OPERATION AND CALIBRATION

54. BLS will ensure that the speed safety system is regularly inspected no less than once every 60 days and certify that the system is installed and operating properly.

55. BLS will calibrate each camera unit in accordance with the camera manufacturer’s instructions and provide yearly third-party calibration certification of each SSC System and retain documentation of the calibration of the SSC System for at least 180 days after the date on which a given SSC System has been permanently removed from use.

56. BLS will provide the City with temporary backup battery power and services as follows:

    a. Battery Backup and Automatic Failover: Each system will include an integrated battery backup solution designed to automatically and seamlessly transition from AC power to battery power in the event of a utility outage, with no manual intervention required and minimal interruption to system operation.

    b. Backup Duration: The battery backup system will be designed to support 24/7 continuous operation of the SSC System for up to 36 hours under normal operating conditions. Actual runtime may vary based on environmental conditions, system configuration, and usage.

    c. Monitoring and Restoration: Systems will automatically resume AC power operation upon restoration of utility service. Battery health and power status will be monitored remotely, enabling proactive maintenance and response.

    d. Service and Limitations: Provider may perform battery replacement or servicing as needed to maintain system functionality under normal operating conditions. Performance is not guaranteed during prolonged outages, force majeure events, or conditions outside of BLS’s control, including but not limited to natural disasters or extended utility disruptions.

CALIBRATION AND MAINTENANCE DELIVERABLES

57. BLS will provide the City with the following documents and services:

    a. Inspection, certification, and calibration reports and logs.

b. Provide and report on a preventive maintenance program and, in times of emergency, repair damage of faulty equipment to achieve reasonable reliability and availability of the system.

c. Maintain documentation of monthly monitoring of every SSC System-related field asset, including camera systems and signs. Prepare and submit report to the City.

d. Provide SSC System updates and upgrades at no additional charge to the City.

SERVICE LEVEL AND REPAIRS

58. BLS will provide the City with accessible technical support for critical SSC Systems.

59. BLS will provide emergency repair services to equipment that experiences failures that could prove hazardous.

60. BLS will provide a twenty-four (24) hour emergency contact number for City employees to contact in case of emergency situations.

61. As needed, BLS will implement alternative power sources during emergency situations, including SCE PSPS events.

62. BLS will report equipment or related services outages within 4 hours of occurrence, except under extreme circumstances such as natural disasters. BLS shall report impacts to data, firmware or hardware, whether pertinent to the customer or agency dashboard or to the camera.

63. BLS will provide periodic updates regarding restoration of Service.

64. If the equipment cannot be made operational within 24 hours of when an issue occurs, the camera or equipment shall be replaced at no charge to the City unless the damage was caused by the City, its employees, or authorized agents. Unless otherwise approved by the City, equipment being replaced due to damage, defacement, or inoperability must be replaced with new equipment at no additional cost to the City.

65. BLS will provide 95% or higher uptime for the SSC Systems with the following exceptions:

    a. If requested prior to the incident and approved in writing by the City.

    b. For unforeseen events such as:

        i. A system knockdown or other significant repair that requires coordination with SCE, traffic control, or another third party.

        ii. Loss of internet service or power.

        iii. Natural disaster.

66. BLS will provide 99.9% uptime for NewGuard with the following exceptions:

    a. If requested prior to the incident and approved in writing by the City.

    b. Scheduled patches and releases.

    c. Loss of internet service or power.

    d. Force majeure incidents.

67. Inoperable equipment will be replaced within 24 hours at BLS's expense, with the exception of repairs that require coordination with SCE, traffic control, or another third party who cannot respond within 24 hours.

SERVICE LEVELS AND REPAIRS DELIVERABLES

68. In addition to the service level requirements under “SERVICE LEVELS AND REPAIRS”, above, BLS will enter a Service Level Agreement between BLS and the City.

PUBLIC INFORMATION & EDUCATION (PI&E)

69. BLS will provide graphics and written content (collateral) for public information and education (PI&E) campaigns before the City deploys any SSC System. BLS will continue to assist the agency with ongoing PI&E throughout the program's life.
70. PI&E collateral will include written and graphic material translated into English, Spanish, Vietnamese, and Simple Mandarin Chinese. Items that will be provided are:
    a. Graphics
        i. Provide the following graphics sets, customized to project phases:
            a) Email header image
            b) Website hero image
            c) Facebook image
            d) Instagram image
            e) LinkedIn image
            f) Twitter/X image
            g) Flyer
        ii. Provide the graphics listed above, customized to the following project phases:
            a) Pre-Program
            b) Schedule
            c) Warning Period
            d) Enforcement Period
    b. Written Content
        i. Provide the following written content set for each program phase:
            a) Press Release
            b) Social Media Captions
            c) FAQs for website use
            d) FAQs for street officer use
        ii. Provide the written content sets listed above, customized to the following project phases:
            a) Pre-Program
            b) Schedule
            c) Warning Period
            d) Enforcement Period

WARNINGS

71. BLS will provide the City one (1) Sixty-Day warning period pursuant to Cal. Veh. Code §22435(d)(2)(A) at no additional charge. During the Sixty-Day warning period, Warning Notices rather than Notices of Violation shall be issued for violations detected by the SSC System. Additional warning periods, as requested by the City, will be subject to the fees per "Exhibit B."
72. If additional SSC Systems are utilized on additional streets after the initial program implementation, the SSC System shall support the issuance of Warning Notices rather than Notices of Violation detected by the new SSC Systems during the first 60 calendar days of enforcement for the additional streets added to the program.
73. BLS will issue a warning notice for a vehicle's first violation for traveling 11 to 15 miles per hour over the posted speed limit.
74. No warnings will be issued unless first reviewed and approved by the City.

PRIVACY PROTECTION REQUIREMENTS

75. All data collected from the SSC System is confidential, and BLS will not disclose, share, repurpose, or monetize collected data, except as specifically authorized by the Pilot Program and required by state or federal law, court order, or in response to a subpoena in an individual case or proceeding. BLS will not hold PII as evidence past the time allowable by California law.
    a. Photographic records made by an SSC System for a notice of violation, as described in Cal. Veh. Code § 22435(j), will be purged 60 days after final disposition of the notice of violation.
    b. Administrative records regarding SSC System violations, as described in Cal. Veh. Code § 22435(j)(1), may be retained for up to 120 days after final disposition of the notice of violation.
    c. Photographic records made by an SSC System that does not result in the issuance of a notice of violation shall be destroyed within five (5) business days after the photograph was first made.
    d. BLS shall not use facial recognition technology in conjunction with an SSC System.

INDIGENT OR LOW INCOME VIOLATORS

76. Upon being provided the violator status of low-income or indigent person for a given notice of violation, BLS will:
    a. Update the citation(s) to reflect the low-income or indigent status.
    b. Adjust the fines and penalties pursuant to Cal. Veh. Code § 22439(c).
    c. Offer an installment payment plan to indigent violators with monthly installments of no more than $25/month. The processing fee to participate in a payment plan shall be limited to five dollars ($5) or less.
    d. Indicate that an indigent violator can perform community service in lieu of payment.

INITIAL REVIEW

77. BLS shall be responsible for mailing the results of an initial review within 60 days of receipt of the request for review.
78. BLS will support the initial review process described in Cal. Veh. Code § 22437(a), including:
    a. Scheduling violators for review, based on a request via telephone, in writing, electronically, or in person.

b. Verifying that the review request was submitted no later than 30 days from the date of mailing of the notice of violation.

   i. Responses and/or Notices shall be mailed to violators via first class mail (as specified by SB 1297) if their submission request is outside the allowed review request timeframe.

c. Providing a queue listing the requests for review, sortable by request date, with an alert status for reviews at risk of not being done in a timely manner (suggest 50 days or more past the review request date).

d. Placing a “hold” or "suspend" on the notice of violation payment deadlines pending Review.

e. Providing an evidence package that the reviewer can use to review the violation.

f. Storing the denial or approval of the Protest, date and time of the Review, the person conducting the Review, and the reason for denial or approval of the Protest.

g. Providing a “comments” field for each VLN that will allow both the first level reviewers and the Hearing Division to enter notes about a particular VLN.

h. Providing a separate “comments” field for each notice of violation.

i. Providing the reviewer with the capability to cancel the notice of violation and mailing the results of the initial review.

j. Providing the reviewer with the ability to select a reason for not cancelling the notice of violation.

k. For notices of violation not cancelled by the reviewer, mail the results of the review with the denial reason, notification of the ability to request an administrative hearing, and notice of the procedures adopted by the City for the administrative hearing, including for waiving prepayment of the civil penalty based upon an inability to pay.

l. Supporting daily batch processing and printing of decision letters and complete electronic image updated to file, including all Customer-specific information; Correspondence shall be held for 24 hours after the decision for internal quality control.

m. Automatically issuing refunds to violators who successfully dispute notices of violation.

n. Allowing transmission of letters by e-mail if Customer agrees via online system.

o. Tracking Email notifications by the system within each electronic case file and responses from notification recipients shall be recorded and associated with the associated electronic case file.

79. BLS will be available for periodic spot checks of notice of violation administration to ensure correct violation processing procedures are being followed and being done in the appropriate timeframe as outlined in the Pilot Program. Spot checks shall be performed by authorized City staff.

INITIAL REVIEW DELIVERABLES

80. BLS will provide the City with the following:

    a. Processed digital images and violation data with image and data quality review at every stage, updated violation vehicle information to identify the vehicle within 72 hours following the event.

    b. A monthly report of the violations (discussed in more detail in reporting).

ADMINISTRATIVE HEARINGS

81. BLS will support the administrative hearing process described in Cal. Veh. Code §§ 22437(b) and (c), including:

a. Scheduling violators for administrative hearings, based on a request via telephone, in writing, electronically, or in person. At the time of scheduling, collect the amount of the civil penalty.

b. Allowing for an option of a deposit payment or a hearing deposit waiver form for a hearing to be applied to a notice of violation.

c. Verifying that the review request is made no later than 21 days from the date of mailing of the results of the initial review.

   i. Responses and/or Notices shall be mailed to violators via first class mail if their submission requests are outside the allowed review request timeframe.

d. Recording the requested administrative hearing type as written declaration, video conference, or in person.

e. Providing a queue listing the requests for administrative hearing, sortable by hearing date and hearing type, with an alert status for administrative hearings at risk of not being held within 90 calendar days following receipt of a request (*suggest 75 days or more past the review request date)*.

f. Providing an evidence package that the examiners conducting the administrative hearings can use to review the violation.

g. Allowing the requester to request one continuance of 21 days or fewer.

h. Storing the result of the administrative hearing, date and time of the hearing, the examiner, and the reason for reversal or affirmance of the initial review.

i. Updating of disposition at the time of an examiner's decision, the hearing type (e.g.; in person, mail, telephone), the hearing date, and any Fines or fees due.

j. Providing a "comments" field for each VLN that will allow both the first level reviewers and the Hearing Division to enter notes about a particular VLN.

k. Providing a separate "comments" field for each notice of violation.

l. Providing the examiners with the capability to cancel the notice of violation and mailing the results of the administrative hearing within 60 days of the hearing's conclusion.

m. Providing the examiners with the ability to select a reason for not cancelling the violation.

   i. For violations not cancelled by the reviewer, mail the results of the administrative hearing with the denial reason, notification of the ability to request a superior court hearing, and notice of the procedures adopted by the designated jurisdiction for the superior court hearing, including for waiving prepayment of the civil penalty based upon an inability to pay.

n. Allowing payment of the civil penalty in installments or deferred payment or payments in installments, if the person provides evidence satisfactory to the examiner or the City of an inability to pay the civil penalty in full. If authorized by the governing body of the City, the examiner may permit the performance of community service in lieu of payment of the civil penalty.

o. Issuing refunds to individuals who successfully dispute notices of violation.

p. Supporting daily batch processing and printing of decision letters and complete electronic image updated to file, including all Customer-specific information; Correspondence shall be held for 24 hours after the decision for internal quality control.

q. Allowing transmission of letters by e-mail if the City agrees via online system.

i. Tracking Email notifications by the system within each electronic case file and responses from notification recipients shall be recorded and retained within the associated electronic case file.

SUPERIOR COURT (DE NOVO) HEARING

82. BLS will support the superior court (de novo) hearing process by:
    a. Providing the evidence package for the administrative record as requested by the City.
    b. Recording the results of the Superior Court hearing and either cancelling or proceeding with the collection of the civil penalty
    c. Calculating the interval open to file a Superior Court (de novo) hearing (i.e., 30 days after the mailing of the administrative hearing decision) so the City can determine if the requested Superior Court hearing is within the allowed timeframe.
    d. Proceeding with collection of the civil penalty if the Superior Court decision is adverse to the appellant.

FIVE-YEAR REPORT

83. BLS will help the City prepare the evaluation of the SSC Systems in the City to determine the SSC Systems' impact on street safety and the SSC Systems' economic impact on the communities where the SSC Systems are utilized by tracking and providing the following information:
    a. Data, at least six months after implementation of each SSC System, on the number and proportion of vehicles speeding from 11 to 15 miles per hour over the legal speed limit, inclusive, from 16 to 25 miles per hour over the legal speed limit, inclusive, 26 miles per hour over the legal speed limit, and for every violator traveling at a speed of 100 miles per hour or greater.
    b. Data on the average speed of vehicles and 85th percentile speed of vehicles.
    c. The number of notices of violation issued under the program by month and year, the corridors or locations where violations occurred, and the number of vehicles with two or more violations in a monthly period and a yearly period.
    d. The number of notices of violation paid, the number of delinquent violations, and the number of violations for which an initial review is requested. For the notices of violation in which an initial review was requested, the report shall indicate the number of violations that went to initial review, administrative hearing, and de novo hearing, the number of notices that were dismissed at each level of review, and the number of notices that were not dismissed after each level of review.
    e. Invoices that reflect BLS's costs associated with implementation and operation of the SSC Systems.
    f. Reporting on revenues collected by the City.
    g. The number of notices of violations issued to indigent individuals, the number of notices of violations issued to individuals of up to 250 percent above the poverty line, and the number of violations issued to each ZIP Code.

OTHER REPORTING AND ANALYTICS

84. BLS will collect, manage, maintain, and provide violation-related and traffic-related data during operation of any SSC System component. BLS will evaluate the data as required throughout the system life cycle (such as, but not limited to before and after speed studies, violation rates, and other data required under the Pilot Program).

85. BLS will capture, store, and make immediately available traffic volume data (e.g. speed breakdown, time of day volume, etc.) from each SSC System site. Individual camera site data shall be easily retrievable and shall be able to be imported by the City staff into XLS, CSV, or other mutually agreed upon format.
86. BLS will provide an audit trail that lists the status of all notices of violation by number, regardless of whether a notice of violation was paid, dismissed, or otherwise disposed.
87. NewGuard will have the ability to view and query reports on historical payments by license plate in order to see if there are consistencies among the actions of a specific individual. The indexing of historical payment data to be drawn upon when needed is an acceptable solution.
88. NewGuard will report on vehicle speed and volume, violation rejection rate and type, notices of violation generated, and other data required for automated notice of violation generation, notice of violation disposition, and comprehensive traffic analysis on photo enforcement locations.
89. NewGuard will track and offer reports on SSC System Program services and performance metrics such as technical and human error, system constraints, event-to-rejection rates, and post-assessment of data quality pertaining to dismissed Notices of Violation.
90. BLS will provide the City with monthly, quarterly, and annual activity reports concerning SSC System Program results.
91. BLS will provide flexible management reports for data analysis and oversight of the SSC program. BLS shall provide reports that include but are not limited to the following areas:
    a. Program management
    b. Performance standards
    c. Operational statistics
    d. Revenue and financial reporting
    e. Management summary
    f. Transactional reports
    g. Reconciliation reports
    h. Contract compliance
    i. Management Reports
92. BLS will provide financial reports, including:
    a. Payments and totals
    b. Number of payments received
    c. Number of Citations processed,
    d. Revenue received
    e. Form of payment
    f. Processor
    g. Batch number
    h. Breakdown of payment type
    i. Adjustment for bad checks

93. Monthly financial reporting shall include:
    a. Number of payments received
    b. Dollar amount received
    c. Notice date
    d. Transaction date (record update)
    e. Notice of violation number
    f. Partial payments
    g. Refunds deducted
    h. Aged revenue
    i. Fine/penalty breakdown
94. Revenue Distribution Reports ("RDR") shall be tailored to allocate all notice of violation revenue to the City, other issuing agencies, and the state as specified by the City.
95. Financial reports shall include the types of records updated, total records updated, and reconciliation of errors.
96. Update Reports shall include:
    a. Types of records updated
    b. Total records updated
    c. Reconciliation of errors
97. BLS will provide transaction edit reports.
98. BLS will provide production control reports.
99. BLS will provide workstation operator productivity reports.
100. Notices of Violation Issued Reports will include:
    a. Notices of violation issued by the City, issuing officer, area, and detail regarding the monetary value of notices of violation issued and amounts paid.
101. Notice of Violation Dismissal Reports will include:
    a. Notices of violation dismissed by the City, issuing officer, and violation type.
102. Administrative Dismissal Reports
    a. Notices of violation dismissed by category and examiners.

    Administrative Hold Reports will include:

    b. Notices of violation that have been suspended by category, issuing officer, and examiners, and notices of violation added and deleted by category.
103. Notices Mailed Reports will include:
    a. Notices mailed by type and total mailed by type.
104. BLS will provide to the City a monthly report of SSC System results within fifteen (15) days of the end of each calendar month. The report will include the following information:
    a. Total number of violation events.

b. The number and proportion of vehicles speeding:
   i. From 11 to 15 miles per hour over the legal speed limit, inclusive.
   ii. From 16 to 25 miles per hour over the legal speed limit, inclusive.
   iii. 26 miles per hour over the legal speed limit.
   iv. Traveling at a speed of 100 miles per hour or greater.
   v. The average speed of vehicles.
   vi. The 85th percentile speed of vehicles.
c. Total number of actionable violation events.
d. Total number of Notices of Violation issued.
e. Total number of Notices of Violation paid.
f. Reports on ongoing operations as required or such other reports and documents as are mutually agreed upon between BLS and the City.

REPORTING DELIVERABLES

105. BLS will provide the City with the following:
   a. Monthly analytics (speed distributions, violation volumes, QC statistics).
   b. Vehicle volume and speed data exports per each SSC location.
   c. Evidence transfer to City ≤72 hours post-event.
   d. Quarterly and annual program Training.
   e. Monthly generated reports containing the quantity of possible traffic violations, quantity and reasons for citation rejections.
   f. Monthly reports containing the number of warning letters and Notices of Violation mailed each day.
   g. Monthly report on number and speed of vehicle passes.
   h. Data reports for the City available within 10 days after the end of each calendar month. Data should be made available in electronic formats and hard copies.
   i. SSC System Program results monthly, quarterly, and annually.

CREDIT CARD AND DEBIT CARD PAYMENT

106. BLS will provide services that accept payments for notices of violation via the internet using a debit or credit card. BLS shall balance all transactions and transferred amounts and resolve any discrepancies. Credit card and debit card payments will include:
   a. Full compliance with Level 1 Payment Card Industry Data Security Standards, including mandated updates. BLS will act as Merchant of Record, unless the City exercises its right to assume this function.
   b. BLS will store detailed information regarding each transaction, including the last four digits of the credit card number (masked), registration, date, and time of transaction, authorization status, and amount of payment shall be captured and retained.

c. Ability to perform research and payment investigations based on storage of muted credit card number.

d. Revenue received shall be deposited daily to the City designated account through electronic transfer.

SSC RELOCATION

107. If the City decides to relocate an SSC System, BLS will prepare a plan for the removal and replacement of the SSC System at no additional cost to the City.

108. BLS will develop design plans for the new SSC System location with specification and detail sheets for the camera system, and the type and location of required signage for each camera system.

CASHIERING SYSTEM

109. BLS will provide a fully integrated cashiering system for in-person citation payments.

110. BLS will provide a system with a failover cellular data connection, for use if the main internet service connections go offline. If both primary and secondary systems are offline, BLS will display a screen instructing users to call the BLS toll-free number to facilitate payment over the phone.

111. The cashiering system will:

a. Retrieve information from the Citation System database, such as notice of violation status, vehicle history, and DMV inquiries.

b. Print a detailed payment receipt.

c. Create a clear, auditable record of payments received, including options for imaging of check or money order rendered.

d. Track segregated cash out by operator

e. Provide automatic check endorsement

f. Separate totals for cash, check, money order and credit/debit card transactions

g. Reconcile payment transactions.

h. Provide ad-hoc, query-able reporting to build and customize reports by field for accounting and reconciliation needs.

DATA SECURITY AND STORAGE

112. BLS will maintain an alternate location from the primary data storage center. All data centers used in conjunction with the Agreement are within the continental United States.

113. BLS will use appropriate and current web application security project protocols and will not modify any web application security protocols without written notification to and written approval from the City.

114. BLS will provide for the following security measures for Citation System related hardware, software, and support services:

a. Ability to restrict the City staff access to the system by time of day and based upon proper authorization. This functionality will be available to the City before the 60-day warning period described in Section 70 begins.

b. Audit trail of any modification to Customer records or User access parameters.

c. Transaction histories with date, time, and identification of every transaction.

d. Strict control and reconciliation procedures for every system update.

e. Software virus detection and control.

f. Appropriate backup and archiving techniques that are periodically tested and evidenced.

DATA SECURITY AND STORAGE DELIVERABLES

115. BLS will provide the City with the following:

a. Backup and recovery procedures

b. A data protection plan

c. Security plan (Multi-Factor Authentication, Role-Based Access Control, auditing); data dictionary and export specs (CSV/XLS file format)

AUDITING, RECORDS INSPECTION, AND RECONCILIATION

116. The Citation System shall be required to provide an integrated, comprehensive and fully auditable financial processing system for all financial transactions.

117. The City shall have the right to inspect BLS's records, which include, but are not limited to: accounting records (hardcopy as well as computer data), written policies and procedures, organization charts, internal audit reports, all Correspondence, subcontractor files, reports, and any other documents relating to the performance of this Contract shall be open to inspection and subject to audit and/or reproduction by the City, the City auditors, the City Attorney, or designees of the City as necessary to adequately permit evaluation and verification of BLS's compliance with contractual provisions.

118. All monies and receipts deposited to the City's bank accounts shall be balanced to revenue distribution reports based upon the notices of violation paid and fees collected as reflected in NewGuard.

119. BLS shall research and resolve any discrepancies between processing logs/worksheets, batches, and databases and provide revenue distribution reports balanced to the cashiering system totals upon request.

120. BLS's SSC System audit report shall be produced annually to align with the City's fiscal year calendar (July 1-June 30).

121. BLS shall reconcile all transactions updated to the database based upon the individual needs of the City.

122. BLS shall reconcile new notices of violation added to the database through all stages of processing, including initial receipt from the City, batching for data entry, subsequent processing, and update to NewGuard.

123. BLS shall allow the City staff access to NewGuard to make adjustments and/or reverse payment transactions for returned check items, send customizable Correspondence to the Customer advising them of the consequences and penalties applied because of the returned check transaction, update the Citation record and resume normal noticing and processing of the Citation.

124. NewGuard shall process various financial adjustments and update the Citation System to accurately reflect notice of violation status.

125. The City shall research overpayments and payments applied in error, perform the necessary financial adjustments, allow the ability to transfer paid amounts between two notices of violation if required, and process manual refunds in accordance with California law and the City policy.

    a. These transactions shall undergo an accounting process separate from the daily reconciliation for in-person, mail-in, and online payments.

POST-PROGRAM SUPPORT

126. After the Speed Safety Camera System Pilot Program Pilot Program concludes and SSC systems are no longer capturing speed violations, BLS will remove SSC Systems in accordance with applicable plans, design review, and permitting requirements. In addition, BLS will :

    a. Provide the City with support for reporting and metrics on the results of the Speed Safety Camera System Pilot Program for a period of one hundred and eighty (180) days.

    b. Unless it is unlawful to do so, for a period of ninety (90) days, BLS will continue to process all events captured before the conclusion of the Speed Safety Camera System Pilot Program and provide all services associated with processing in accordance with this Agreement. After such ninety (90) day period, BLS will terminate all use of NewGuard for the City's Program and upon such termination, NewGuard, including the public portal website accessible by Owners/violators, and related bank accounts shall no longer be capable of accepting payments.

MODIFICATIONS TO REQUEST FOR PROPOSAL TASKS: CALIFORNIA-SPECIFIC CUSTOMIZATIONS

The following items from the City's Request for Proposal (RFP) will require requirements definition, testing, and development in NewGuard. These items will be supported by alternative processes until incorporated in NewGuard. A phased development plan will be created with the City.

TASK 7 MANAGE ADMINISTRATION OF VIOLATION LIFE CYCLE

RFP LANGUAGE:

"*Capture, store, and make immediately available traffic volume data (e.g. speed breakdown, time of day volume, etc.) from each SSC System site.*"

DEVELOPMENT RESPONSE:

Currently, the information can be ready within one business day of request. BLS will modify the NewGuard™ system to enable immediate access. BLS will work with the City to incorporate that functionality.

TASK 8 DATA AND RECORD MANAGEMENT

RFP LANGUAGE:

"The Contractor shall provide a standard relational database to allow authorized the [sic] City personnel to easily enter, access, search, and sort the database by various parameters including but not limited to: date of event, violation or alert tracking number, time of event, location of event, vehicle registration plate information, vehicle registration plate issuing state, specific lane in which the event occurred, non-processing reject code, average speed of detected vehicles, highest violator speed per site (daily, weekly, monthly), rejects/approvals/performance by the City personnel, and error alert type by date and location."

DEVELOPMENT RESPONSE:

Blue Line Solutions invites the City to review the NewGuard™ reporting module before requiring the creation of this database. If the module does not meet the City's needs, the City and BLS will jointly define additional reporting requirements.

TASK 9.1 SECURITY

RFP LANGUAGE:

"*The Contractor shall provide for the following security measures for Citation System related hardware, software and support services:*

a) Ability to restrict the City staff access to the system by time of day and based upon proper authorization"

DEVELOPMENT RESPONSE:

BLS will modify our NewGuard™ system to restrict access by the time of day (currently, the system restricts access by user but not by time of day).

TASK 9.5 CITATION DETAIL

RFP LANGUAGE:

"The City of Malibu shall offer a diversion program for indigent speed safety system violation recipients to perform community service in lieu of paying civil penalties. Indigent speed safety system violation recipients shall alternatively have the ability to pay applicable penalties over a period of time with monthly installments of no more than twenty-five dollars ($25) per month. Applicable fines and penalties may be reduced by 80 percent for indigent persons, and by 50 percent for individuals up to 250 percent above the federal poverty level.

DEVELOPMENT RESPONSE:

While NewGuard™ can accept partial payments, it does not have a specific indigent payee process. BLS will create and incorporate a robust, Malibu-specific diversion process for the NewGuard™ software that will include:

- Identification of ***status*** as indigent or up to 250 percent above the federal poverty level, with an indication of the documentation reviewed to verify the status
- Resolution options for community service
- Fine reduction options tied to that status
- Partial payment options

BLS will work with the City to document and design the end-to-end functionality in NewGuard. Until the software is updated and tested, BLS will support the indigent diversion program with manual processes as defined in the business rules with the City's input and approval.

TASK 9.6 ELECTRONIC IMAGING

RFP LANGUAGE:

"*The Citation System shall enable internal and, to a limited extent, external users to upload electronic or hard copy documents, files, e-mails, etc. to the Citation or other permanent account record.*"

DEVELOPMENT RESPONSE:

BLS will work with Malibu to define and prioritize requirements for uploading external files to the Citation. Until the software is updated and tested, BLS will support the external document upload requirements with manual processes as defined in the business rules with Malibu's input and approval.

TASK 9.10 NOTICES AND CORRESPONDENCE

RFP LANGUAGE:

"*Provide an automated Correspondence function that allows the City staff to automatically generate form letters to the satisfaction of the City.*"

DEVELOPMENT RESPONSE:

BLS will work with the City to document and design NewGuard™ to incorporate form letters. Until the software is updated and tested, BLS will support form letter creation with manual processes as defined in the business rules, with the City's input and approval.

TASK 10 PROTEST SUBMISSION

While BLS does have a court module, the California protest process is different from the standard appeal process in other states. BLS will create a customized protest process for the City that includes:

- Queues for both the review and hearing process with an expiring indicator when the 90-day timeframe is expiring
- Hearing deposit or deposit waiver tracking that is linked to the status described in Task 9
- Denial workflows that include both payment and appeal options
- Approval workflows that include refund options
- Reporting needs to support the payment process (such as the number of citations in each process)

BLS will work with Malibu to document and design the end-to-end functionality in NewGuard™. Until the software is updated and tested, BLS will support the protest program with manual processes as defined in the business rules, with the City's input and approval.

II. CITY OBLIGATIONS

GENERAL

1. The City will ensure the programs and their enforcement procedures comply with all applicable laws and/or policies.
2. The City agrees to direct its Agencies and departments to work with BLS to the best of their ability on the required system and program implementation and provide reasonable access to the City's personnel and facilities to permit BLS and the City to fulfill the obligations under this Agreement.
3. The City will provide a project manager or other designated individual with authority to execute the City's responsibilities under the Agreement.

INSTALLATION

4. The City will install the required signal poles to hold the SSC Systems, as well as the electrical service for the initial locations, as well as for any SSC System relocations that occur during the term of this Agreement.
5. The City agrees to use due diligence in working with BLS to secure all necessary permits or other documentation to install and operate SSC Systems under the City's control. The responsibility for all documentation required to obtain permits is the responsibility of BLS. The City will assist, to the best of its ability, in obtaining any other permits or authorizations from the appropriate Department of Transportation, Municipality, or other government agency, as applicable, for operation in such locations. The City will not charge BLS for necessary City permits.
6. The City will make its Public Works Department, Electricians, or other staff available to BLS to help identify, coordinate, and permit pole locations, gain access to electricity hookups, etc., as needed. If the SSC Systems are to be mounted on existing structures, the City will issue a letter to BLS authorizing the use of the identified location.
7. The City will issue a letter to BLS showing its authorized use for each pole identified for each SSC System to be mounted.

POWER

8. The City will pay the power costs for the SSC Systems and associated signage through its existing SCE contract.

FLASHER SCHEDULES

9. The City will provide BLS with the appropriate schedules and activation times necessary for initial and ongoing programming of enforcement cameras and related system equipment, including the physical flashing lights ("Flashers"). The City must also promptly notify BLS of any unscheduled construction or disruptions affecting the regular schedule within a Traffic Safety Corridor.
    a. BLS will use the schedules to set multiple speed citation thresholds within multiple time periods throughout the day as needed, such as for construction zone speed limits and enforcement times.

VEHICLE REGISTRATION AND OWNERSHIP

10. BLS has the responsibility for identifying vehicle ownership record data through NLETS, USPS, and other sources. The City will complete and sign any necessary letters to NLETS authorizing BLS to retrieve vehicle data records for processing.

EVENT REVIEW

11. The City will authorize an agency officer to carefully review each potential Violation captured by the SSC System and transmit an electronic signature to each Notice of Violation approved by the City.
12. If an event does not result in a notice of violation, it will be purged within five business days from the date it is determined that it is a non-violation event.
13. The City hereby acknowledges and agrees that the decision to issue a Notice of Violation will be the sole, unilateral, and exclusive decision of the authorized officer in such officer's sole discretion, and in no event will BLS have the ability or authorization to make a Notice of Violation decision.

FINES AND COLLECTIONS

14. BLS is responsible for issuing notices of violation, after City review and approval, and collecting all fines and fees associated therewith. The City will approve customary fine collection services on behalf of BLS to reach a final disposition for all unpaid or contested violations.
    a. To the extent permitted by law, the City agrees to hold harmless BLS from any liabilities, claims, or expenses to the extent caused by City's failure to provide timely notice of changes to a location's speed enforcement schedule.

SYSTEM DAMAGES

15. The City will promptly compensate BLS for negligent or intentional damage to the SSC Systems caused by the City, its employees, or authorized agents. All costs will be deducted from the program funds in the next billing cycle(s) by BLS. BLS will notify the City of all damage to its system prior to deducting the funds required to pay for the damage.

PERSONNEL CHANGES

16. The City agrees to notify BLS of any resignations or terminations of its personnel so that they can be removed from all applicable systems. This is required to maintain Criminal Justice Information Services (CJIS) access and compliance.
17. The City agrees to provide and maintain the following information for each location enforced:
    a. Speed limit (and schedule if speed varies by time of day)
    b. Enforcement speed threshold
    c. Enforcement times (for example, 24X7)

SIGNAGE

18. Malibu will install the below signage no more than 500 feet before the placement of the system:
    a. Signs stating "Photo Enforced"
    b. Speed limit signs with flashing beacons
    c. Speed feedback signs

PUBLIC INFORMATION & EDUCATION

19. The Malibu City Council has adopted and approved the Speed Safety System Use Policy and the Speed Safety Impact Report required by and defined in the Pilot Program.

20. Malibu will be responsible for updating the City's website to identify the street or portions of the street approved for enforcement using a speed safety system and the hours of enforcement whenever the City changes the locations of enforcement.
21. The City will administer a public information campaign for at least 30 calendar days prior to the commencement of the program, which will include public announcements in major media outlets and press releases.

INITIAL REVIEW AND ADMINISTRATIVE HEARINGS

22. The City Council or City Manager will appoint or contract with qualified independent examiners for reviews and administrative hearings, as required by Cal. Veh. Code § 22437(c)(4)(A) .
23. The City will set the schedule, location, and availability for examiners for review and administrative hearings.
24. The City will establish the administrative hearing processes.
25. If a notice of violation is dismissed following an administrative hearing, the City will refund any civil penalty, if paid, within 30 days.
26. The City will define the training needs for the examiners according to the minimum requirements in Cal. Veh. Code § 22437(c)(4)(B), and may reimburse the examiner for training costs if not an employee.
27. The City will work with the examiners to promote reviews and hearings within the timeframe the statutes require (within 60 days of receipt of a request for reviews and within 90 days for hearings).

SUPERIOR COURT (DE NOVO) HEARINGS

28. For Superior Court (De Novo) Hearings held pursuant to Cal. Veh. Code § 22438, the City will develop processes to inform BLS when:
    a. An evidence package is needed.
    b. The final outcome of the hearing is issued.
29. If the appellant prevails, the City will be responsible for refunding the Superior Court fee and any payment of the civil penalty in accordance with the judgment of the Superior Court.

INDIGENT AND LOW-INCOME VIOLATORS

30. The City will be responsible for reviewing evidence that a violator is either indigent or low-income and updating the citation(s) in NewGuard accordingly.
31. The City will be responsible for tracking community service obligations and their fulfillment if a violator elects that option.

FIVE-YEAR REPORT

32. The City will prepare the evaluation of the SSC Systems in the City to determine the SSC Systems' impact on street safety and the SSC Systems' economic impact on the communities where the SSC Systems are located. The City will track and provide the following information for the report:
    a. Data, at least three months before implementation of each system, on the number and proportion of vehicles speeding from 11 to 15 miles per hour over the legal speed limit, inclusive, from 16 to 25 miles per hour over the legal speed limit, inclusive, 26 miles per hour over the legal speed limit, and for every violator traveling at a speed of 100 miles per hour or greater.

b. Data, before and after implementation of the system, on the number of traffic collisions that occurred where speed safety systems are used, relative to citywide data, and the transportation mode of the parties involved. The data on traffic collisions shall be categorized by collision type and injury severity, such as property damage only, complaint of pain, other visible injury, or severe or fatal injury.

c. The City's costs associated with implementation and operation of the SSC Systems above and beyond the costs for which BLS provides invoices (for example, City personnel time).

d. A racial and economic equity impact analysis, developed in collaboration with local racial justice and economic equity stakeholder groups.

TRAINING

33. The City will determine what training is required as part of this program. BLS will make the training materials in its Scope of Work available as part of this effort.

34. The City will schedule attendees for training and set attendance rules (for example, how much class can a participant miss before that participant is considered not to have completed the training?).

GENERAL

35. Certain items specified in BLS's proposal require BLS to develop customized processes in NewGuard in order to comply with SB 1297. Malibu will assist BLS in identifying and communicating with third parties to answer questions, review prototypes, and provide other input necessary for BLS to develop such NewGuard configurations in a timely fashion. If BLS's ability to complete the configurations is materially impacted by delays in obtaining necessary third-party input despite BLS's best efforts, City and BLS shall meet and confer in good faith to adjust applicable schedules.

36. Additional specifications or City requests not included in this Scope of Work will be priced for and approved via a change request.

CRIMINAL JUSTICE INFORMATION SYSTEM (CJIS) ACCESS

37. City and BLS acknowledge that certain Services may require access to the Criminal Justice Information System (CJIS) subject to approval by the City's contracted law enforcement agency, including the Los Angeles County Sheriff's Department. The City shall reasonably cooperate in facilitating BLS's coordination with such agency regarding any required CJIS Security Addendum or related approvals. The parties shall work together to obtain these approvals since citations cannot be issued without them.

EXHIBIT B
COMPENSATION SCHEDULE

PCH SPEED SAFETY CAMERAS SYSTEM

Description	Qty	Unit	Year One	Year Two	Year Three	Year Four	Year Five
Software Solutions							
Software Solution Licenses	**7**	**Users**	Included	Included	Included	Included	Included
E-commerce Web Portal(s)	**1**	**LS**	Included	Included	Included	Included	Included
Cashiering Support	**1**	**LS**	Included	Included	Included	Included	Included
Hardware Solution							
Speed Safety Cameras, data storage, and related infrastructure	**10**	**Locations**	**$440,400**	**$440,400**	**$440,400**	**$440,400**	**$440,400**
Installation, maintenance and training	**10**	**Locations**	Included	Included	Included	Included	Included
Document Production and Mailing Services							
Outgoing document production	**1**	**LS**	**$2,361,365**	**$2,361,365**	**$2,361,365**	**$2,361,365**	**$2,361,365**
Incoming correspondence	**1**	**LS**	Included	Included	Included	Included	Included
Payment processing	**1**	**LS**	Included	Included	Included	Included	Included
Accounts receivable, receivable, revenue and payment tracking	**1**	**LS**	Included	Included	Included	Included	Included
		Total	**$2,801,751**	**$2,801,751**	**$2,801,751**	**$2,801,751**	**$2,801,751**
		Total Monthly	**$233,480**	**$233,480**	**$233,480**	**$233,480**	**$233,480**

EXHIBIT C
INSURANCE LANGUAGE

Without limiting Consultant's indemnification of City, and prior to commencement of work and/or services under this Agreement, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than 1,000,000 combined single limit for each accident.

Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance (statutory limits) and Employer's Liability insurance (with limits of at least $1,000,000).

Consultant shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

Umbrella or Excess Liability Insurance. Consultant shall obtain and maintain an umbrella liability insurance policy with limits that will provide bodily injury, personal injury, and property damage liability coverage, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason, other than bankruptcy or insolvency of said primary insurer;
- "Pay on behalf of" wording as opposed to "reimbursement";
- Concurrency of effective dates with primary policies.

Should Consultant obtain and maintain an excess liability policy, such policy shall be excess over commercial general liability, automobile liability, and employer's liability policies. Such policy or

policies shall include wording that the excess liability policy follows the terms and conditions of the underlying policies.

OTHER PROVISIONS OR REQUIREMENTS

Proof of Insurance. Consultant shall provide certificates of insurance and required endorsements to City as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City for the contract period and any additional length of time required thereafter. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of Coverage. Consultant shall procure and maintain for the contract period, and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss which may arise from or in connection with the performance of the Work hereunder by Consultant, their agents, representatives, employees, or subconsultants.

Primary/Noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self- insurance shall be called upon to protect it as a named insured.

City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of Contract Provisions (Non Estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with

any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. If any of the Consultant's insurers are unwilling to provide such notice, then Consultant shall have the responsibility of notifying the City immediately in the event of Consultant's failure to renew any of the required insurance coverages, or insurer's cancellation or non-renewal.

Additional Insured Status. General liability, automobile liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies.

Prohibition Of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of Insureds. A severability of interests' provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party who is brought onto or involved in the project/service by Consultant (hereinafter collectively "Subcontractor"), provide the same minimum insurance coverage and endorsements required of Consultant under this Agreement. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. However, in the event Consultant's Subcontractor cannot comply with this requirement, which proof must be submitted to the City, Consultant may still be able to utilize the Subcontractor provided Consultant shall be required to ensure that its Subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Subcontractor's scope of work and services, with limits less than required of the Consultant, but in all other terms consistent with the Consultant's requirements under this Agreement. This provision does not relieve the Consultant of its contractual obligations under the Agreement and/or limit its liability to the amount of insurance coverage provided by its

subcontractors. This provision is intended solely to provide Consultant with the ability to utilize a Subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the Consultant under this Agreement given the limited scope of work or services provided by the subcontractor. Consultant agrees that upon request, all agreements with Subcontractors, and others engaged in the project and/or services, will be submitted to City for review.

City's Right to Revise Specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days' advance written notice of such change. If such a change results in substantial additional costs to the Consultant, the City and Consultant may renegotiate the Consultant's compensation.

Self-Insured Retentions. Any self-insured retentions must be declared to and approved by the City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible, or require proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention through confirmation from the underwriter.

Timely Notice Of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance. The consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

Council Agenda Report

Council Meeting
05-11-26
Item 7.A.

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: May 4, 2026 Meeting date: May 11, 2026

Subject: Building Board of Appeals

RECOMMENDED ACTION: 1) Receive and file this report as an education item; and 2) Provide direction to staff, if appropriate.

FISCAL IMPACT: This item is informational only and has no associated fiscal impact.

STRATEGIC PLAN IMPLEMENTATION: This item relates to the City's adopted strategic planning framework as follows:

Goal 1: Support Community Rebuilding and Long-Term Recovery by the Building Board of Appeals is a code-required component of the City's building regulatory framework. Ensuring the Council understands the Board's defined and limited role supports transparent governance of the permitting and appeals process as the City manages an elevated volume of fire rebuild applications.

Goal 1, Objective 1.2: Modernize development policies and procedures citywide to support resilient community development by ensuring the Council is informed of the legal structure governing the Building Board of Appeals as part of the Community Development Department's operational framework.

DISCUSSION: Staff has received inquiries from Councilmembers regarding the background and function of the Building Board of Appeals and its availability as a resource for residents, particularly in the context of the ongoing Palisades Fire rebuild effort. This report is presented to the City Council as an education item, to receive and file, regarding the Building Board of Appeals for Building Safety as established under the City's adopted Building Code. The purpose of this report is to provide the City Council and our community with a factual overview of the Board's legal basis, composition requirements, and scope of authority as defined by the adopted code, and

to acknowledge the current membership of the Board as appointed by the City Council. This item is brought forward pursuant to MMC Section 15.04.050 and the Los Angeles County Building Code, Title 26, as locally adopted.

Property owners and applicants engaged in the rebuild process should be aware that a formal statutory procedure exists under the adopted Building Code for seeking review of a Building Official decision. Pursuant to Section 105.1.2 of the Los Angeles County Building Code, as adopted by the City of Malibu, any aggrieved party may file a formal written appeal of a specific Building Official decision with the City. The Building Board of Appeals shall have authority to hear such appeals in accordance with the procedures and limitations set forth in the adopted code. This formal appellate process is separate from and does not substitute for the City's standard permitting and plan check process, and does not affect the Building Official's authority to administer and enforce the adopted Building Code in the ordinary course.

The California Building Standards Code (Title 24 of the California Code of Regulations) requires each jurisdiction in the State of California to adopt its provisions. Included within those standards are provisions establishing a Building Board of Appeals. The City of Malibu adopts the Los Angeles County Building Codes, which incorporate the California Building Standards Code with local amendments. Per MMC Section 15.04.050, the City has further amended certain provisions of the County Code for local applicability, including those governing the Building Board of Appeals.

Per Section 105.1.1 of the Los Angeles County Building Code (Title 26), as adopted and amended by the City of Malibu, the Building Board of Appeals shall consist of five members who are qualified by experience and training to pass upon matters pertaining to building construction. The Building Official shall be an ex-officio member and shall act as secretary to the Board. Members are appointed by the City Council and hold office at its pleasure.

Per Section 105.1.2 of the Los Angeles County Building Code, as retained and applicable in Malibu, the Building Board of Appeals has the authority to hear appeals regarding any action of the Building Official. The Building Board of Appeals shall also be authorized to recommend to the City Council such new legislation as it deems appropriate. The Building Board of Appeals shall have no authority relative to interpretation of the administrative portions of this Code, other than Section 102, nor shall the Board be empowered to waive requirements of this Code. The Building Board of Appeals shall document all decisions and findings in writing to the Building Official, with a duplicate copy to the applicant.

The City currently has a Building Board of Appeals consisting of the following members, all appointed by the City Council to at-large roles. Since the Board's initial appointment, there has been no occasion requiring the Board to convene, as no appeals of Building Official decisions have been filed with the City.

Table 1 – Building Board of Appeals Appointments		
Member Name	**Date Appointed/Reaffirmed**	**Role**
Marissa Coughlan	February 10, 2025	At-Large
Joseph M. Girard	February 10, 2025	At-Large
Scott Halley	February 10, 2025	At-Large
Lynn Heacox	February 10, 2025	At-Large
Lisa Niles	February 10, 2025	At-Large
Alternate Seat #1	VACANT	
Alternate Seat #2	VACANT	

For reference, the following table reflects how selected California jurisdictions define member expertise requirements for their respective Building Boards of Appeals, as set forth in their adopted codes. Member qualifications vary by jurisdiction; some adopt the Los Angeles County standard verbatim, others establish local qualification standards.

Table 2 – Jurisdiction Comparison		
Jurisdiction	**Members**	**Code-Required Member Expertise**
Los Angeles County (Title 26, §105.1)	5	One (1) practicing architect; one (1) licensed general contractor; one (1) lawyer; two (2) structural engineers. Each member must have a minimum of ten (10) years of experience in their respective discipline.
City of Malibu (MMC §15.04.050.A)	5	Five members qualified by experience and training to pass upon matters pertaining to building construction. No specific professional license or discipline is prescribed by the City's adopted code.
City of South Pasadena (Mun. Code Ch. 9, §105.1)	5	One (1) practicing architect; one (1) competent builder; one (1) lawyer; two (2) civil or structural engineers. Each member must have a minimum of ten (10) years of experience in their respective discipline.
City of Santa Cruz (Mun. Code	5 regular + special	Each regular member must hold an active California license as an architect;

Table 2 – Jurisdiction Comparison		
Jurisdiction	**Members**	**Code-Required Member Expertise**
§18.41.020)	members	structural, civil, mechanical, or electrical engineer; general building contractor; engineering contractor; electrician; plumber; or sheet metal contractor. Additional special members (disability representatives, energy contractor, fire code professional) are called as needed and hold full voting rights on matters within their expertise.
City of Pleasant Hill (Mun. Code §3.50)	3	Members must be qualified by experience and training in building construction matters and must not be City employees. The code identifies licensed contractors, engineers, and architects as those who qualify, though no specific license is mandated. Residency or employment within the city is preferred but not required.

Sources: LA County Code Title 26 §105.1 (2022); South Pasadena Municipal Code Ch. 9; Santa Cruz Municipal Code §18.41.020; Pleasant Hill Municipal Code §3.50

The Building Board of Appeals has no regularly scheduled meetings and convenes only upon the filing of a formal written appeal of a Building Official decision, as defined by Section 105.1.2 of the adopted Building Code. The Board does not exercise any authority over the Building Official's day-to-day operations and has no jurisdiction until a formal written appeal of a specific Building Official decision is properly filed by an aggrieved party. Upon receipt of the required filing fee, the City will accept the appeal and proceed with scheduling a hearing. Attachment 4 details the appeal process, which includes the required fees.

The Building Board of Appeals has no authority to interpret administrative provisions of the Building Code (other than Section 102, which addresses unsafe buildings), and it is expressly prohibited from waiving any requirement of the Code. The Board does not have authority to review, revise, or direct the Building Official's enforcement practices, policies, or interpretations outside the context of a properly filed individual appeal.

SUMMARY: The Building Board of Appeals is a body required by the California Building Standards Code and established through the City's adopted Building Code. Its authority is limited to hearing formal appeals of specific Building Official decisions and is circumscribed by the express prohibitions set forth in Section 105.1.2 of the adopted code. The Board may not waive code requirements or interpret the Code's

administrative provisions. The Board has not been convened since its members were appointed, as no appeals have been filed. Staff presents this report for informational purposes only and does not recommend any action at this time.

ATTACHMENTS:

1. Malibu Municipal Code Section 15.04.050(A) (Amendments to Building Code – Board of Appeals Provisions)
2. City of Malibu Local Appointments List – Maddy Act Notice (Filed December 18, 2024)
3. Referenced Municipal Code Sections: Los Angeles County Title 26 §105.1; South Pasadena Municipal Code Ch. 9; Santa Cruz Municipal Code §18.41.020; Pleasant Hill Municipal Code §3.50
4. Malibu Building Board of Appeals: Applicant Process Guide

BUILDING BOARD OF APPEALS
MALIBU MUNICIPAL CODE SECTIONS

MMC Section 15.04.020 - Definitions.
"Board of appeals" means the board of appeals established by Section 105 of the Malibu building code.

MMC 15.04.050 - Amendments to Building Code
Notwithstanding the provisions of Section 15.04.010 of this chapter, Title 26 of the Los Angeles County Code is hereby amended to read as follows:

A. Section 105.1.1 is hereby amended to read as follows:

105.1.1 General. Unless otherwise provided for below, in order to conduct the hearings provided for in this code and also to determine the suitability of alternate materials and types of construction and to provide for reasonable interpretations of the provisions of this code, there shall be a building board of appeals consisting of five members who are qualified by experience and training to pass upon matters pertaining to building construction. The building official shall be an *ex officio*-member and shall act as secretary to the board. The members of the building board of appeals shall be appointed by the City Council and shall hold office at its pleasure. The building board of appeals shall adopt reasonable rules and regulations for conducting its investigations. The board shall establish that the approval for alternate materials and the modifications granted for individual cases are in conformity with the intent and purpose of this code and that such alternate material, modification or method of work offered is at least the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability, safety and sanitation and does not lessen any fire-protection requirements or any degree of structural integrity. The building board of appeals shall document all decisions and findings in writing to the building official with a duplicate copy to the applicant, and the board may recommend to the City Council such new legislation as is consistent therewith.

City of Malibu

23825 Stuart Ranch Road · Malibu, California · 90265-4861
Phone (310) 456-2489 · Fax (310) 456-3356 · www.malibucity.org

LOCAL APPOINTMENTS LIST

CITY COUNCIL AND APPOINTED BOARDS, COMMISSIONS & COMMITTEES (Government Code Section 54972)

CITY COUNCILMEMBERS

Regular City Council meetings are held on the second and fourth Monday of each month at 5:30 p.m.

Councilmember	Elected/Re-elected	Term Expiration
Mayor Doug Stewart	November 8, 2022	November 2026
Mayor Pro Tem Marianne Riggins	November 8, 2022	November 2026
Councilmember Haylynn Conrad	November 5, 2024	November 2028
Councilmember Bruce Silverstein	November 5, 2024	November 2028
Councilmember Steve Uhring	November 5, 2024	November 2028

All regular and ongoing Boards, Commissions and Committees, which are appointed by the Malibu City Council, are as follows:

BUILDING BOARD OF APPEALS

Qualifications: Five members who are qualified by experience and training to pass upon matters pertaining to building construction. Members shall not be officers or employees of the City. Meet as needed at City Hall.

Member	Appointed	Expiration
Marissa Coughlan	January 11, 2021	Indefinite
Joseph M. Girard	January 11, 2021	Indefinite
Scott Halley	January 11, 2021	Indefinite
Lynn Heacox	January 11, 2021	Indefinite
Lisa Niles	January 9, 2023	Indefinite

Alternates:
Vacant
Vacant

BUILDING BOARD OF APPEALS
OTHER JURISDICTION CODE SECTIONS

Los Angeles County Title 26, Section 105.1

105.1.1 General
Unless otherwise provided for below, in order to conduct the hearings provided for in this Code, there shall be a Building Board of Appeals consisting of five members who are qualified by experience and training to pass upon matters pertaining to building construction. One member shall be a practicing architect, one a builder who is a licensed general contractor, one a lawyer, and two structural engineers, each of whom shall have had at least 10 years of experience as an architect, builder, lawyer, or structural engineer. The Building Official shall be an ex officio member and shall act as secretary to the Board. The members of the Building Board of Appeals shall be appointed by the Board of Supervisors and shall hold office at its pleasure. The Building Board of Appeals shall adopt reasonable rules and regulations for conducting its investigations. Each member of the Board shall be compensated for each meeting attended as provided from time to time by the County Code.

105.1.2 Scope of Authority
Except as provided below, the Building Board of Appeals shall have the authority to hear appeals regarding any action of the Building Official, including actions taken by the Building Official in connection with Section 104.2.7 or Section 104.2.8. The Building Board of Appeals shall also be authorized to recommend to the Board of Supervisors such new legislation as it deems appropriate.

The Building Board of Appeals shall have no authority relative to interpretation of the administrative portions of this Code, other than Section 102, nor shall the Board be empowered to waive requirements of this Code.

The Building Board of Appeals shall document all decisions and findings in writing to the Building Official with a duplicate copy to the applicant.

City of South Pasadena Chapter 9, Section 105.1

When a request for an alternate material has been proposed by an applicant and denied by the building official, the applicant may appeal the building official's decision to the Technical Interpretations Appeals Board no later than 60 calendar days from the date of the action being appealed.

The board shall consist of five members who are qualified by experience and training to pass upon matters pertaining to building construction. One member shall be a practicing architect, one a competent builder, one a lawyer and two shall be civil or structural engineers, each of whom shall have had at least ten years of experience as an architect, builder, lawyer or structural designer. The building official shall be an ex officio member and shall act as secretary to the board. The members of the board of appeals shall be

appointed by the City Council and shall hold office at its pleasure. The board shall adopt reasonable rules and regulations for conducting its investigations. The board shall establish that the approval for alternate materials and the modifications granted for individual cases are in conformity with the intent and purpose of this Code, relevant laws, ordinances, rules and regulations, and that such alternate material, modification or method of work offered is at least the equivalent of that prescribed in this Code, relevant laws, ordinances, rules and regulations in quality, strength, effectiveness, fire resistance, durability, safety and sanitation and does not lessen any fire-protection requirements or any degree of structural integrity. The board shall document all decisions and findings in writing to the building official with a duplicate copy to the applicant, and the board may recommend to the City Council such new legislation as is consistent therewith.

City of Santa Cruz Chapter 18.41

18.41.020 Appointment of Board and Length of Term.
The board of building and fire appeals shall consist of five regular members. Special members as listed, but not limited to those as specified, in Section 18.41.030 will serve with the regular members at the request of the regular members. The city council shall appoint all members to terms not to exceed four years. Members may be reappointed to additional consecutive terms by said council without limitation. Such board shall act voluntarily.

18.41.030 Composition of Board.

(a) Regular Members. Each member shall be licensed as an architect, engineer (structural, civil, mechanical or electrical), general building contractor, engineering contractor, electrician, plumber, or mechanical or sheet metal contractor. A nonjurisdictional building inspector (either private or of another municipality), fire inspector or similar person demonstrating a suitable technical background may be considered as an alternate member by the city council. Retired technical members demonstrating the necessary background and experience may be placed on the board as appropriate by appointment. The chief building official or, alternatively, the city fire chief, depending upon the nature of the appeal before the board, shall be an ex officio member and act as secretary, but shall have no power to vote. The chief building official and fire chief may delegate this duty to the deputy building official and fire marshal in their absence as appropriate.

Membership of the board shall include the greatest range of professional experience as may be reasonably available.

(b) Special Members. Special members shall consist of at least the following: two representatives of the disabled community; an energy contractor or representative of an energy conservation design service and a fire code professional that is nonjurisdictional.

Such special members shall be called upon from time to time by the chairperson of the board to assist in making determinations on those matters involving their particular field of expertise and shall hold full voting rights when so employed.

City of Pleasant Hill Chapter 3.50

3.50.010 Established – Composition and appointment.

A. Established. A city building board of appeals is established. This board of appeals is established under the authority of the California Building Code Section 105, adopted by the city at PHMC Chapter 14.05. Section 105 provides in part:

In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals consisting of members who are qualified by experience and training to pass on matters pertaining to building construction and who are not employees of the jurisdiction. The building official shall be an ex-officio member of and shall act as secretary to said board but shall have no vote on any matter before the board. The board of appeals shall be appointed by the governing body and shall hold office at its pleasure. The board shall adopt rules of procedure for conducting its business, and shall render all decisions and findings in writing to the appellant with a duplicate copy to the building official.

...

The board of appeals shall have no authority relative to the interpretation of the administrative provisions of this code nor shall the board be empowered to waive requirements of this code.

B. Composition. The building board of appeals shall consist of three members who are qualified by experience and training to pass on matters pertaining to building construction and who are not employees of the city. Those qualified include, but are not limited to, licensed contractors, engineers and architects. A member need not be a resident of the city, but residency or work in the city is preferred.

C. Appointment. The members shall be appointed by a majority vote of the city council on the recommendation of the council's interview and nominating committee.

3.50.020 Officers and ex officio member.

The chief building official, or his or her designee, shall serve as secretary to the board, and as an ex officio nonvoting member of the board.

3.50.030 Terms of office.

A member of the building board of appeals is appointed for a four-year term, or until his or her successor is appointed and qualified, whichever is later.

CITY OF MALIBU

Building Board of Appeals

Applicant Process Guide

Community Development Department • 23825 Stuart Ranch Road, Malibu, CA 90265 • (310) 456-2489

LEGAL AUTHORITY

The City of Malibu Building Board of Appeals is established pursuant to Malibu Municipal Code Section 15.04.050, which amends Section 105.1.1 of Title 26 of the Los Angeles County Building Code as adopted by the City. Section 105.1.2 of Title 26 is retained without local amendment and governs the Board's scope of authority.

Adopted Code:	Los Angeles County Building Code, Title 26 (as locally amended by Malibu Municipal Code §15.04.050)
Board Composition:	Five (5) members appointed by the City Council. Members shall be qualified by experience and training to pass upon matters pertaining to building construction. (MMC §15.04.050.A; Title 26 §105.1.1)
Building Official Role:	The Building Official shall be an ex officio member and shall act as secretary to the Board. (Title 26 §105.1.1)
Meetings:	The Board has no regular meeting schedule. It convenes only upon the filing of a formal written appeal of a Building Official decision.

SCOPE OF AUTHORITY — WHAT THE BOARD MAY HEAR

Per Section 105.1.2 of Title 26 of the Los Angeles County Building Code, as retained by the City of Malibu, the following is the Board's authority, stated as provided by the Code:

> **§105.1.2 — Scope of Authority (Title 26, as retained by City of Malibu):** *"The Building Board of Appeals shall have the authority to hear appeals regarding any action of the Building Official, including actions taken by the Building Official in connection with Section 104.2.7 or Section 104.2.8. The Building Board of Appeals shall also be authorized to recommend to the [City Council] such new legislation as it deems appropriate. The Building Board of Appeals shall have no authority relative to interpretation of the administrative portions of this Code, other than Section 102, nor shall the Board be empowered to waive requirements of this Code. The Building Board of Appeals shall document all decisions and findings in writing to the Building Official with a duplicate copy to the applicant."*

The following table identifies each category of Building Official action that may be appealed to the Board, with the specific code basis for each:

Attachment 4

Category of Appeal	Code Basis	Limitation
Any action of the Building Official	**Title 26 §105.1.2**	*Appeal must concern a specific written decision of the Building Official.*
Approval or denial of alternate materials or alternate methods of construction	**Title 26 §104.2.7**	*The Board must find the alternate is equivalent in quality, strength, effectiveness, fire resistance, durability, safety, and sanitation, and does not lessen fire protection or structural integrity.*
Approval or rejection of research reports submitted in support of alternate materials or methods	**Title 26 §104.2.8**	*Same equivalency standard as §104.2.7 applies.*
Unsafe building determinations	**Title 26 §102**	*The only administrative section of the Code the Board is authorized to interpret. (§105.1.2)*

EXPRESS LIMITATIONS — WHAT THE BOARD MAY NOT DO

Section 105.1.2 of Title 26 of the Los Angeles County Building Code, as retained by the City of Malibu, expressly provides the following limitations on Board authority. These limitations are set by the adopted code and are not subject to modification by the Board, the City Council, or any individual Council member:

Per Title 26 §105.1.2 — The Board SHALL NOT:

1. Interpret the administrative portions of the Building Code, other than Section 102.

2. Waive any requirement of the Building Code.

   The Board has no authority to grant waivers, exceptions, or exemptions from any provision of the adopted Building Code, regardless of circumstances presented.

3. Review, direct, or modify the Building Official's day-to-day enforcement practices, policies, or procedures.

   The Board's jurisdiction is limited to appellate review of a specific, formally filed appeal of a specific Building Official decision. It does not supervise or direct the Building Official.

4. Grant original permits or make initial permit determinations.

5. Override California state law or state building standards adopted under Title 24 of the California Code of Regulations.

> *Variances from code requirements must be sought through the City's Planning Commission. Formal code amendments must be adopted by the City Council through the ordinance process. Neither of these actions falls within the jurisdiction of the Building Board of Appeals.*

HOW TO FILE AN APPEAL

Step 1 — Obtain Written Decision:	You must have a written determination, decision, order, or notice from the City of Malibu Building Official. Verbal communications do not constitute a decision for appeal purposes.
Step 2 — Prepare Written Appeal:	Your written appeal must state the specific basis for the appeal, as provided by Title 26 §105.1.2 (see Scope of Authority above). Include all supporting documentation, engineering reports, or research reports you intend to rely upon at the hearing.
Step 3 — File With the City:	Submit your written appeal to the City of Malibu Community Development Department. Contact the Department to confirm current filing requirements and applicable fees prior to submission.
Step 4 — Hearing Scheduled:	Staff will coordinate with the Building Official (Board Secretary) to schedule a hearing. You will be notified in writing of the date, time, and location.
Step 5 — Attend Hearing:	Present your appeal and supporting evidence to the Board. The Building Official or designee will present the basis for the original decision. You may be represented by legal counsel or a licensed design professional.
Step 6 — Written Decision Issued:	Per Title 26 §105.1.1, the Board shall document all decisions and findings in writing to the Building Official, with a duplicate copy to the applicant.
Step 7 — Implementation:	The Building Official implements the Board's written decision.

EQUIVALENCY STANDARD — ALTERNATE MATERIALS AND METHODS (§104.2.8 / §105.1.1)

When an appeal involves alternate materials or alternate methods of construction, the Board must establish, per Title 26 §105.1.1 as adopted by Malibu Municipal Code §15.04.050, that the proposed alternate meets all of the following criteria simultaneously:

> *"The board shall establish that the approval for alternate materials and the modifications granted for individual cases are in conformity with the intent and purpose of this code and that such alternate material, modification or method of work offered is at least the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability, safety and sanitation and does not lessen any fire-protection requirements or any degree of structural integrity."*— Malibu Municipal Code §15.04.050.A; Title 26 §105.1.1

All seven criteria — quality, strength, effectiveness, fire resistance, durability, safety, and structural integrity — must be satisfied. The Board may not approve an alternate that lessens fire-protection requirements or any degree of structural integrity, regardless of other factors.

FILING FEE — REQUIRED AT TIME OF SUBMISSION

A filing fee is required at the time of submission of any appeal to the Building Board of Appeals. The fee is established by the City of Malibu Schedule of Fees, as adopted by the City Council by resolution, and is subject to annual adjustment. The City of Malibu administers its own fee schedule independently.

Fee Description:	Building Board of Appeals
Fee Amount:	$430.00
Fee Authority:	City of Malibu Schedule of Fees, FY 2023-24, Environmental Sustainability Department — Miscellaneous, Line Item 16 (adopted by City Council resolution, effective July 1, 2023)
Annual Adjustment:	The fee is subject to annual Consumer Price Index (CPI) adjustment. Contact the Community Development Department to confirm the current fee amount prior to submission.
Payment:	Fee is due at the time of filing. Contact the Community Development Department to confirm accepted forms of payment.

NOTE: The filing fee must be paid at the time of submission.

An appeal will not be accepted or scheduled for hearing until the required fee has been received. Contact staff at (310) 456-2489, ext. 390 to confirm the current fee amount before filing.

CONTACT

Department:	Community Development Department, Building Safety Division
Address:	23825 Stuart Ranch Road, Malibu, CA 90265
Phone:	(310) 456-2489, ext. 390
Website:	www.malibucity.org
Filing Hours:	Contact the Department to confirm current public counter hours prior to submission.

This guide is a summary reference document only. It does not constitute legal advice. All authority cited is drawn from Malibu Municipal Code §15.04.050 and the Los Angeles County Building Code, Title 26, Sections 102, 104.2.7, 104.2.8, 105.1.1, and 105.1.2, as adopted by the City of Malibu. Consult a licensed attorney for legal advice regarding your specific matter.