1. Meeting Agenda

   Documents:

   CC260810_AMENDED_AGENDA.PDF

2. Item 1B2

   Warrant Register

   Documents:

   CC260810_ITEM 1B2.PDF

3. Item 1B3

   Approval of Minutes

   Documents:

   CC260810_ITEM 1B3.PDF

4. Item 1B4

   Investment Report for the Month Ending June 30, 2026

   Documents:

   CC260810_ITEM 1B4.PDF

5. Item 1B5

   Disposal of Surplus Property (Filing Cabinets)

   Documents:

   CC260810_ITEM 1B5.PDF

6. Item 1B6

   Amendment to Crossing Guard Services Contract

   Documents:

   CC260810_ITEM 1B6.PDF

7. Item 1B7

Award 2026 Annual Street Maintenance Project

Documents:

CC260810_ITEM 1B7.PDF

8. Item 1B8

   Resolution Extending the Declaration of the Existence of a Local Emergency Regarding the Palisades Fire

   Documents:

   CC260810_ITEM 1B8.PDF

9. Item 1B9

   Professional Services Agreement with Quinto Consulting, LP for City Treasurer Services

   Documents:

   CC260810_ITEM 1B9.PDF

10. Item 1B10

    Professional Services Agreement for On-Call Geotechnical, Coastal Engineering, and Environmental Health Review Consulting Services for Non-Fire Rebuild Projects

    Documents:

    CC260810_ITEM 1B10.PDF

11. Item 1B11

    Professional Services Agreements for On-Call California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) Environmental Review Services

    Documents:

    CC260810_ITEM 1B11.PDF

12. Item 1B12

    Resolution Extending the Declaration of the Existence of a Local Emergency Regarding Conditions on Pacific Coast Highway (PCH)

    Documents:

    CC260810_ITEM 1B12.PDF

13. Item 1B13

    Resolution Declaring the Existence of a Local Emergency and Initiating a Program for Reducing the Risk of Fires Associated with Individuals Engaged in Unpermitted Camping

    Documents:

    CC260810_ITEM 1B13.PDF

14. Item 1B14

    Easement Acceptance for Speed Enforcement Camera Systems

    Documents:

    CC260810_ITEM 1B14.PDF

15. Item 1B15

    Agreements Related to the Preparation of the Malibu Canyon Resort Project Environmental Impact Report

    Documents:

    CC260810_ITEM 1B15.PDF

16. Item 5A

    Local Coastal Program Amendment No. 26-002 and Zoning Text Amendment No. 26-002 – An Amendment to Chapter 2 (Definitions) of the Local Coastal Program Local Implementation Plan and Title 17 (Zoning) of the Malibu Municipal Code to Add a Definition of Beachfront

    Documents:

    CC260810_ITEM 5A.PDF

17. Item 6A

    Pacific Coast Highway Quick Build Roundabouts Project Update

    Documents:

    CC260810_ITEM 6A.PDF

18. Item 7A

    Pacific Coast Highway (PCH) Signal Synchronization Project Update

Documents:

CC260810_ITEM 7A.PDF

19. Item 7B

Review of Application Process for Additional Wastewater Allocation in the Civic Center Wastewater Treatment Facility (CCWTF)

Documents:

CC260810_ITEM 7B.PDF

20. Item 8A

Designation of Voting Delegate and Alternate Voting Delegate(s) for the 2026 League of California Cities Annual Conference

Documents:

CC260810_ITEM 8A.PDF

Amended[1] Malibu City Council
Regular Meeting Agenda

Monday, August 10, 2026

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

GUIDE TO THE CITY COUNCIL PROCEEDINGS AND DECORUM

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.

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.

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.

MEETING PARTICIPATION: Members of the public may participate in-person or remotely via Zoom Webinar.

Remote participation: 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. To join by phone: Dial 1-669-444-9171 or 1-669-900-9128 (Toll Free) and enter Meeting ID: 879-8564-4870. To raise your hand via a phone-in please press *9 and unmute when you are called on by pressing *6. If you are participating via the web platform or application, please press the raise your hand icon and the unmute button when prompted.

In-person participation: If you would like to speak in-person, you must complete and submit to the Recording

1 *See the addition of Consent Calendar Item Nos. 1.B.13., 1.B.14., and 1.B.15., and additional materials instructions for the amended agenda item.*

Secretary a Speaker Slip at the meeting prior to the beginning of the item being announced by the Mayor.

When each item is called, the Mayor will announce a final call for Speaker Slips and raised hands.

Speaker Time and General Public Comment: Members of the public will have the opportunity to speak on items on the agenda and general public comment regarding matters which are not listed on the agenda, but are under the subject matter jurisdiction of the City Council. No action may be taken on such items, except to ask Staff a question or place an item on a future agenda, 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. Remote and in-person participants will have three (3) minutes to speak on each item on the agenda. In-person participants may also surrender their time to speak on an item on the agenda by deferring one (1) minute to another speaker, not to exceed a total of five (5) minutes. Speakers receiving time deferrals may be participating in-person or remotely. The individuals deferring time must be present in Chambers when the item is heard and their slips must be prior to the beginning of the item being announced by the Mayor. Speakers are taken in the order slips are submitted or hands are raised.

For general public comment for matters not on the agenda, speaker time is adjusted based on the number of speakers:

- If there are more than 20 speakers, each speaker will be limited to two (2) minutes. Speakers with time deferrals may receive up to four (4) minutes.

- If there are more than 30 speakers, each speaker is limited to one (1) minute. Speakers with time deferrals may receive up to three (3) minutes.

Materials: Any written comments or audiovisual materials from members of the public, including any that they intend to present at the meeting, must be submitted one (1) business day in advance, by 12:00 p.m. on August 7, 2026.

In accordance with the notice provided on the notice of public hearing, materials for Item No. 5.A. will be accepted up to and during the meeting.

No additional materials will be accepted after these deadlines for items listed on this agenda. If an item on this agenda is amended or new items are added only one business day before the meeting, the amended agenda will provide additional instructions for submitting materials related to such items. All materials should be emailed to citycouncil@malibucity.org and include the Agenda Item Number on the subject line.

Amended Agenda Items: Due to the posting of the amended agenda, written comments and audiovisual materials will be accepted on Item Nos. 1.B.13., 1.B.14., and 1.B.15. until 12:00 p.m. on August 10, 2026.

VIEW THE MEETING: The meeting will be live streamed at www.malibucity.org/video, www.youtube.com/CityofMalibu, and via Zoom Webinar.

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

Call to Order - Mayor

Roll Call - Recording Secretary

Pledge of Allegiance

Report on Posting of Agenda – July 31, 2026*; Amended Agenda posted August 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

None.

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 79578-79807 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. 794 in the amount of the warrant appearing opposite their names, for the purposes stated on the respective demands in a total amount of $8,235,856.38. City of Malibu payroll check number 5587-5588 and ACH deposits were issued in the amount of $2,436,838.39.

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

3. Approval of Minutes

Recommended Action: Approve the minutes for the December 8, 2025 Regular Meeting, December 17, 2025 Special Meeting, and the December 17, 2025 Adjourned Regular Meeting.

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

4. Investment Report for the Month Ending June 30, 2026

Recommended Action: Receive the Investment Report for the month ending June 30, 2026.

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

5. Disposal of Surplus Property (Filing Cabinets)

   Recommended Action: Approve the disposal of surplus City equipment.

   Staff Contact: Assistant To the City Manager Kajszu, 45602489, ext. 224

6. Amendment to Crossing Guard Services Contract

   Recommended Action: Authorize the Mayor to execute Amendment No. 1 to the Professional Services Agreement with Crossing Guard Services, LLC, expanding the scope of work for additional crossing guard hours and increasing the total compensation for services in an amount not to exceed $162,000.

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

7. Award 2026 Annual Street Maintenance Project

   Recommended Action: 1) Approve the award and authorize the Mayor to execute a construction contract with Toro Enterprises, Inc. in the amount of $883,812 for the construction of the 2026 Annual Street Maintenance Project, Specification No. 2116; and 2) Authorize the Public Works Director and/or their appointee to approve any potential change orders up to 15% of the contract amount.

   Staff Contact: Assistant Public Works Director Holden, 456-2489, ext. 383

8. Resolution Extending the Declaration of the Existence of a Local Emergency Regarding the Palisades Fire

   Recommended Action: Adopt Resolution No. 26-58, extending the declaration of the existence of a local emergency in response to the Palisades Fire.

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

9. Professional Services Agreement with Quinto Consulting, LP for City Treasurer Services

   Recommended Action: Authorize the Mayor to execute an agreement with Quinto Consulting, LP for City Treasurer Services.

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

10. Professional Services Agreement for On-Call Geotechnical, Coastal Engineering, and Environmental Health Review Consulting Services for Non-Fire Rebuild Projects

    Recommended Action: Authorize the Mayor to execute a professional services agreement with NV5, Inc. to provide geotechnical, coastal engineering, and environmental health review consulting services for non-fire rebuild projects.

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

11. Professional Services Agreements for On-Call California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) Environmental Review Services

Recommended Action: Authorize the Mayor to execute professional services agreements with Impact Sciences, Inc., PlaceWorks, Inc., Eyestone Environmental, LLC, and SWCA Environmental Consultants, Inc. to provide on-call environmental review consulting services.

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

12. Resolution Extending the Declaration of the Existence of a Local Emergency Regarding Conditions on Pacific Coast Highway (PCH)

Recommended Action: Adopt Resolution No. 26-57 extending the declaration of the existence of a local emergency related to the increase of reckless and illegal driving on Pacific Coast Highway and directing staff to coordinate efforts with other governmental agencies to increase attention and create programs to reduce the risk and danger associated with Pacific Coast Highway in the City.

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

13. Resolution Declaring the Existence of a Local Emergency and Initiating a Program for Reducing the Risk of Fires Associated with Individuals Engaged in Unpermitted Camping

Recommended Action: Adopt Resolution No. 26-59 declaring the existence of a local emergency and initiating a program for reducing the risk of fires associated with individuals engaged in unpermitted camping.

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

14. Easement Acceptance for Speed Enforcement Camera Systems

Recommended Action: 1) Adopt Resolution No. 26-56 accepting an easement from private property owners for the Speed Enforcement Camera Systems, 2) Direct City staff to record a certified copy of the resolution and easement in the Office of the County Recorder, and 3) Direct City staff to take any other reasonable and necessary actions to implement and effectuate the easement, including the recordation of the easement and any related actions required to finalize the easement.

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

15. Agreements Related to the Preparation of the Malibu Canyon Resort Project Environmental Impact Report

Recommended Action: 1) Authorize the Mayor to execute a Professional Services Agreement with Impact Sciences, Inc. for the preparation of the Malibu Canyon Resort Project Environmental Impact Report (EIR); and 2) Authorize the Mayor to execute a Developer Reimbursement Agreement with Green Acres, LLC for payment of costs related to and associated with preparation of the EIR.

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

2. Ceremonial/Presentations

A. Presentation of 2026 Jake Kuredjian Citizenship Award

B. Presentation of Commendation to Sherman Baylin in recognition of her Contributions to Animal Welfare

3. Commission / Committee / City Manager Updates

4. Written and Oral Communications from the Public (This item and subsequent items to be heard at 6:30 p.m. or later)

Councilmember meeting attendance reports and inquiries will be limited to 10 minutes per Councilmember to report on their activities and ask staff follow-up questions from public comment.

A. General Public Comment – Matters Not on the 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. Local Coastal Program Amendment No. 26-002 and Zoning Text Amendment No. 26-002 – An Amendment to Chapter 2 (Definitions) of the Local Coastal Program Local Implementation Plan and Title 17 (Zoning) of the Malibu Municipal Code to Add a Definition of Beachfront

Recommended Action: 1) After the City Attorney reads the title of the ordinance, introduce on first reading Ordinance No. 537 (Attachment 1), approving Local Coastal Program Amendment (LCPA) No. 26-002 and Zoning Text Amendment (ZTA) No. 26-002 to add a definition of Beachfront to Chapter 2 (Definitions) of the Local Coastal Program (LCP) Local Implementation Plan (LIP) and Title 17 (Zoning) of the Malibu Municipal Code (MMC) and finding the action to be exempt from the California Environmental Quality Act (CEQA); and 2) Direct staff to schedule second reading and adoption of Ordinance No. 537 for the August 24, 2026 City Council Regular meeting and, if adopted, direct the filing of LCPA No. 26-002 (Ordinance No. 537) with the California Coastal Commission (CCC) for certification.

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

6. Old Business

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

A. Pacific Coast Highway Quick Build Roundabouts Project Update

Recommended Action: 1) Receive an update on the Pacific Coast Highway Quick Build Roundabouts project and 2) Provide direction to staff on whether to proceed with this project.

Staff Contact: Assistant Public Works Director Holden, 456-2489, ext. 383

7. New Business

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

A. Pacific Coast Highway (PCH) Signal Synchronization Project Update

Recommended Action: 1) Receive an update on the Pacific Coast Highway (PCH) Signal Synchronization System Improvements Project; more specifically, the Speed Enforcement System component.

2)Appropriate $1,250,000 in Account No. 310-9066-5100 (PCH Signal Synchronization System Improvements Project).

3) Authorize the increase to the Public Works Director's authority to approve potential change orders up to $1,000,000 for a total contingency amount of $5,829,396 not to exceed total construction contract with GMZ Engineering, Inc. amount of $15,606,387 for the Pacific Coast Highway (PCH) Signal Synchronization System Improvements Project.

4) Authorize the Mayor to execute Amendment No. 6 to the Professional Services Agreement with Kimley Horn and Associates, Inc. (Kimley-Horn) in the amount of $108,300 for a total not to exceed $4,184,942.47. This proposed amendment includes additional engineering design services for speed enforcement cameras for the Pacific Coast Highway (PCH) Signal Synchronization System Improvements Project.

5) Receive an update on the Speed Enforcement System's programmatic implementation.

Staff Contact: Assistant Public Works Director Holden, 456-2489, ext. 383

B. Review of Application Process for Additional Wastewater Allocation in the Civic Center Wastewater Treatment Facility (CCWTF)

Recommended Action: 1) Authorize the development of an application process for properties seeking additional wastewater allocation within Civic Center Wastewater Treatment Facility Phase One; and 2) Provide direction to staff on the development of such process.

Staff Contact: Assistant Public Works Director Holden, 456-2489, ext. 383

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.

A. Designation of Voting Delegate and Alternate Voting Delegate(s) for the 2026 League of California Cities Annual Conference

Recommended Action: Designate the City's voting delegate and alternate voting delegate(s) for the League of California Cities 2026 Annual Conference scheduled for September 23-26 in Anaheim.

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

Adjournment

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].

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 August 2026 at 2:30 p.m.

Kelsey Pettijohn, City Clerk

Docusign Envelope ID: B08BE43F-C160-82F8-820B-FE53687B64CA

City Council Meeting
8-10-26
Item
1.B.2.

WARRANT REGISTER NO. 794

On August 10, 2026, the Malibu City Council allowed and approved warrant demand numbers 79578-79807 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 $8,235,856.38. City of Malibu payroll check numbers 5587-5588 and ACH deposits were issued in the amount of $2,436,838.39.

PASSED, APPROVED and ADOPTED this 10th day of August 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 $10,672,694.77 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 July 2026, AT MALIBU, CALIFORNIA

Signed by:
Christopher Smith
A3B5A99366AF431...
For: Joe Irvin
Joseph D. Irvin
City Manager

Docusign Envelope ID: B08BE43F-C160-82F8-820B-FE53687B64CA

Accounts Payable

Checks by Date - Summary by Check Number

User: craspe
Printed: 7/29/2026 8:32 AM

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
79578	USBANK2	US BANK	07/01/2026	0.00	1,420.37
79579	ACMEVALL	ACME VALLEY SECURITY SERVICES I	07/07/2026	0.00	1,362.00
79580	AMTECH	PACIFIC COAST ELEVATOR CORP	07/07/2026	0.00	866.40
79581	CAJPIA	CALIFORNIA JPIA	07/07/2026	0.00	1,467,255.00
79582	COMMRE	COMMUNICATIONS RELAY LLC	07/07/2026	0.00	450.00
79583	ICMAASS	INTERNATIONAL CITY/COUNTY MAN	07/07/2026	0.00	200.00
79584	LACOFIR	LOS ANGELES COUNTY FIRE DEPART	07/07/2026	0.00	2,536.00
79585	LEAGOFCA	LEAGUE OF CALIFORNIA CITIES	07/07/2026	0.00	1,344.00
79586	LOSANGEL	LOS ANGELES COUNTY TAX COLLEC	07/07/2026	0.00	240.36
79587	NEARMAP	NEARMAP US INC	07/07/2026	0.00	9,267.18
79588	NETFILE	NETFILE INC	07/07/2026	0.00	4,500.00
79589	NEXTIVA	NEXTIVA INC	07/07/2026	0.00	5,942.70
79590	RIOCAR	CARRIE RIOS	07/07/2026	0.00	147.69
79591	SCAG	SOUTHERN CALIFORNIA ASSOCIATIC	07/07/2026	0.00	1,721.00
79592	SISTER	SISTER CITIES INTERNATIONAL	07/07/2026	0.00	310.00
79593	USBANK5	US BANK	07/07/2026	0.00	5,670.00
79594	WAVEENTE	WAVE ENTERPRISES INC	07/07/2026	0.00	15,711.98
79595	WILLSCOT	WILLIAMS SCOTSMAN INC	07/07/2026	0.00	2,844.04
79597	ACCESS	ACCESS INFORMATION INTERMEDIA	07/07/2026	0.00	3,729.55
79598	ANDYGUM	ANDY GUMP INC	07/07/2026	0.00	114.98
79599	AT&TMOBI	AT&T MOBILITY	07/07/2026	0.00	313.98
79600	BBK	BEST BEST & KRIEGER LLP	07/07/2026	0.00	177,815.50
79601	BONDCONS	BOND CONSULTING GROUP INC	07/07/2026	0.00	60,000.00
79602	CASTRATE	CALIFORNIA STRATEGIES & ADVOCA	07/07/2026	0.00	12,500.00
79603	CROSSING	CROSSING GUARD SERVICES LLC	07/07/2026	0.00	2,280.00
79604	CRUZSTRA	CRUZ STRATEGIES LLC	07/07/2026	0.00	10,000.00
79605	CSLEGACY	CS LEGACY CONSTRUCTION INC	07/07/2026	0.00	428,834.33
79606	DCMCLLC	LEMOINE SERVICES HOLDINGS LP	07/07/2026	0.00	30,699.25
79607	DEPTINDU	DEPARTMENT OF INDUSTRIAL RELAT	07/07/2026	0.00	225.00
79608	EARTHCAM	EARTHCAM INC	07/07/2026	0.00	832.75
79609	FELSENGR	FELSEN GROUP INC	07/07/2026	0.00	5,155.80
79610	GUTSTE	STEVEN GUTIERREZ	07/07/2026	0.00	900.00
79611	HOMEBOY	HOMEBOY RECYCLING A CA SOCIAL	07/07/2026	0.00	3,148.38
79612	IPC INC	INTEGRATED PERFORMANCE CONSU	07/07/2026	0.00	109,373.49
79613	KIRKCART	LATANYA KIRKCARTER	07/07/2026	0.00	1,500.00
79614	KOSMONT	KOSMONT & ASSOCIATES INC	07/07/2026	0.00	4,095.00
79615	LACOSHE	LA CO SHERIFF'S DEPARTMENT	07/07/2026	0.00	18,645.56
79616	LARICS	COUNTY OF LOS ANGELES LA-RICS	07/07/2026	0.00	960.00
79617	MALAUTO	MALIBU AUTO CARE SPECIALIST	07/07/2026	0.00	4,288.34
79618	MATTMICH	DR MICHAEL D MATTHEWS	07/07/2026	0.00	2,400.00
79619	PEGASUSS	PEGASUS STUDIOS	07/07/2026	0.00	6,720.00
79620	QUINTO	QUINTO CONSULTING LP	07/07/2026	0.00	4,400.00
79621	REMOTESA	REMOTE SATELLITE SYSTEMS INT'L	07/07/2026	0.00	268.00
79622	RYLAND	STLR CORPORATION	07/07/2026	0.00	5,751.25
79623	SOLIDWA	SOLID WASTE SOLUTIONS INC	07/07/2026	0.00	27,835.03
79624	TRIPEPIS	TRIPEPI SMITH & ASSOCIATES	07/07/2026	0.00	2,782.25
79625	13STARS	13 STARS MEDIA	07/16/2026	0.00	268.00

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Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
79626	ALLENEL	ALLEN ELECTRIC & LIGHTING INC	07/16/2026	0.00	43,020.13
79627	AMERGLOE	AMERICAN GLOBAL SECURITY INC	07/16/2026	0.00	5,963.16
79628	ANAWALT	ANAWALT LUMBER CO INC	07/16/2026	0.00	173.46
79629	ATHSAY	SAYA ATHLETICA	07/16/2026	0.00	100.00
79630	BARPAG	PAGE BARTELT	07/16/2026	0.00	260.00
79631	CHAMPCAN	TREVOR ELDER	07/16/2026	0.00	5,152.00
79632	CHARLOTT	CHARLOTTE ANNE WARD	07/16/2026	0.00	500.00
79633	COFBRO	BROOKE COFFEY	07/16/2026	0.00	190.00
79634	COOPERM	MARSHA COOPER	07/16/2026	0.00	660.00
79635	CROSSING	CROSSING GUARD SERVICES LLC	07/16/2026	0.00	456.00
79636	DANESHJ	JACKLINE DANESHRAD	07/16/2026	0.00	910.00
79637	DILLMIK	MIKE DILLON	07/16/2026	0.00	100.00
79638	ENHANCE2	ENHANCED LANDSCAPE MANAGEMI	07/16/2026	0.00	5,918.33
79639	FENCE	FENCE FACTORY RENTALS	07/16/2026	0.00	15,622.95
79640	GUTSTE	STEVEN GUTIERREZ	07/16/2026	0.00	900.00
79641	HDSUPPLY	HD SUPPLY INC	07/16/2026	0.00	1,398.43
79642	KEIKOR	KORY KEITH	07/16/2026	0.00	260.00
79643	KIDMOV	MOVIES BY KIDS OC	07/16/2026	0.00	3,150.00
79644	KUZJUL	JULIA KUZNETSOV	07/16/2026	0.00	260.00
79645	LACOAGRI	LA CO AGRICULTURAL COMMISSION	07/16/2026	0.00	7,677.84
79646	LAWSONS	SKYLAR J LAWSON	07/16/2026	0.00	6,762.00
79647	MAINSTRE	ATHACO INC	07/16/2026	0.00	648.57
79648	MALIDEMO	MALIBU DEMOLITION INC	07/16/2026	0.00	5,500.00
79649	MANMIC	MICHAEL ANTHONY MANFREDO	07/16/2026	0.00	360.00
79650	MERRICKJ	JUDY MERRICK	07/16/2026	0.00	320.00
79651	MOSALI	ALI MOSES	07/16/2026	0.00	240.00
79652	MOSSER	MOSSER PLUMBING & HEATING INC	07/16/2026	0.00	300.00
79653	NATIONA	NATIONAL CONSTRUCTION RENTALS	07/16/2026	0.00	74.94
79654	POLADOM	DOMINIKA POLATIN	07/16/2026	0.00	480.00
79655	ROSENSHE	SHEILA ROSENTHAL	07/16/2026	0.00	320.00
79656	RPBARRI	R P BARRICADE INC	07/16/2026	0.00	1,200.00
79657	SARSMI	SMITA SARDAR	07/16/2026	0.00	100.00
79658	SIEDEB	DEBRA POMMER-SIEGEL	07/16/2026	0.00	100.00
79659	SMASH	SMASH ATHLETICS INC	07/16/2026	0.00	728.27
79660	TALNOO	TALENTNOOK INC	07/16/2026	0.00	325.00
79661	TECREC	REC TECHNOLOGIES INC	07/16/2026	0.00	9,000.00
79662	TOTALGRA	BRIAN SHORE	07/16/2026	0.00	634.49
79663	WAXIE	WAXIE ENTERPRISES LLC	07/16/2026	0.00	162.07
79664	WIRNIC	NICOLLE WIRES	07/16/2026	0.00	300.00
79665	4LEAF	4LEAF INC	07/16/2026	0.00	627,821.80
79666	CASSWCON	CASSWELL CONSULTING INC	07/16/2026	0.00	18,955.50
79667	CIVICSO	CIVIC SOLUTIONS INC	07/16/2026	0.00	16,018.75
79668	COOKALI	ALLISON COOK	07/16/2026	0.00	7,920.00
79669	COTTON	COTTON SHIRES & ASSOCIATES INC	07/16/2026	0.00	165,580.37
79670	DEPTINDU	DEPARTMENT OF INDUSTRIAL RELAT	07/16/2026	0.00	125.00
79671	iRIS	LORRIE FEINBERG	07/16/2026	0.00	12,512.50
79672	KIMLEY	KIMLEY-HORN AND ASSOC INC	07/16/2026	0.00	123,596.30
79673	TRUNORTH	TRUE NORTH COMPLIANCE SERVICE:	07/16/2026	0.00	107,448.45
79674	APPLE	APPLEONE	07/16/2026	0.00	1,521.60
79675	COASTALW	CALIFORNIA COASTAL WORKS LLC	07/16/2026	0.00	24,621.00
79676	CSGCON	CSG CONSULTANTS INC	07/16/2026	0.00	15,583.50
79677	ENHANCE2	ENHANCED LANDSCAPE MANAGEMI	07/16/2026	0.00	44,334.89
79678	EXCELOFF	EXCEL OFFICE SERVICES	07/16/2026	0.00	745.73
79679	FOXONSIT	FOX ONSITE SOLUTIONS INC	07/16/2026	0.00	54,945.00
79680	FRONTIER	FRONTIER CALIFORNIA INC	07/16/2026	0.00	1,980.81
79681	HDL	HINDERLITER DE LLAMAS & ASSOCI	07/16/2026	0.00	2,306.39
79682	INTERWES	INTERWEST CONSULTING GROUP INC	07/16/2026	0.00	35,651.25

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Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
79683	iRIS	LORRIE FEINBERG	07/16/2026	0.00	6,825.00
79684	LACOWAT	LA CO MALIBU TREASURER-WATERW	07/16/2026	0.00	2,275.56
79685	M6COSLT	M6 CONSULTING INC	07/16/2026	0.00	7,994.50
79686	MICHBAK	MICHAEL BAKER INTERNATIONAL IN	07/16/2026	0.00	42,086.25
79687	MNS	MNS ENGINEERS INC	07/16/2026	0.00	62,110.05
79688	MOFFATT	MOFFATT & NICHOL	07/16/2026	0.00	13,307.50
79689	RINCONC	RINCON CONSULTANTS INC	07/16/2026	0.00	9,409.75
79690	SCEDISO	SOUTHERN CALIFORNIA EDISON CO	07/16/2026	0.00	56.79
79691	SEKMAR	MARINA SEK	07/16/2026	0.00	24,652.88
79692	SOLIDWA	SOLID WASTE SOLUTIONS INC	07/16/2026	0.00	16,429.70
79693	TMOBILE	T-MOBILE USA INC	07/16/2026	0.00	1,508.93
79694	TOSHIBA	US BANK NATIONAL ASSOCIATION	07/16/2026	0.00	4,940.60
79695	TRENCH	TOM MALLOY CORPORATION	07/16/2026	0.00	1,848.00
79696	TRIDENGR	TRIDEN GROUP CORPORATION	07/16/2026	0.00	24,837.00
79697	TULARECO	TULARE COUNTY OFFICE OF EMERGI	07/16/2026	0.00	2,045.51
79698	VERIZONW	VERIZON WIRELESS SERVICES LLC	07/16/2026	0.00	5,358.76
79699	XEROX	XEROX CORPORATION	07/16/2026	0.00	80.85
79700	XEROXFIN	XEROX CORPORATION	07/16/2026	0.00	122.89
79701	YEHASSOC	YEH AND ASSOCIATES INC	07/16/2026	0.00	70,459.09
79702	ARCIR	ARC DOCUMENT SOLUTIONS LLC	07/21/2026	0.00	2,468.55
79703	CALIBARR	CALIFORNIA BARRICADE RENTALS II	07/21/2026	0.00	20,647.36
79704	CJBIOMON	COURTNEY JEAN MCCAMMON	07/21/2026	0.00	10,337.00
79705	CMS	RICHARD COMI	07/21/2026	0.00	390.00
79706	COASTALW	CALIFORNIA COASTAL WORKS LLC	07/21/2026	0.00	20,927.00
79707	COSONOM/	COUNTY OF SONOMA DEPT OF EMER	07/21/2026	0.00	13,590.33
79708	GOVERNF	GOVERNMENTAL FINANCIAL SERVIC	07/21/2026	0.00	825.00
79709	LACOREG	LA CO REGISTRAR RECCORDER/CITY	07/21/2026	0.00	65.00
79710	NEWBURY	NEWBURY PARK TREE SERVICE INC	07/21/2026	0.00	75,000.00
79711	TETRATE	TETRA TECH INC	07/21/2026	0.00	920.00
79712	TRUNORTH	TRUE NORTH COMPLIANCE SERVICE	07/21/2026	0.00	456,547.72
79713	UNIWASTE	UNIVERSAL WASTE SYSTEMS	07/21/2026	0.00	1,217.72
79714	USLABS	BUREAU VERITAS NORTH AMERICA I	07/21/2026	0.00	119,145.85
79715	VIDO	VIDO ARTUKOVICH & SON INC/VIDM	07/21/2026	0.00	1,222,650.00
79716	WILLDAN	WILLDAN ENGINEERING	07/21/2026	0.00	6,280.00
79717	13STARS	13 STARS MEDIA	07/23/2026	0.00	1,713.34
79718	ACCOUNTE	OFFICE TEAM A ROBERT HALF COMP.	07/23/2026	0.00	6,359.60
79719	ANAWALT	ANAWALT LUMBER CO INC	07/23/2026	0.00	1.00
79720	BADMET	BADGER METER INC	07/23/2026	0.00	39.99
79721	BAXFAI	FAITH BAXTER	07/23/2026	0.00	50.00
79722	BEARCON	BEAR CONTRACTORS INC	07/23/2026	0.00	850.00
79723	BRAJAM	JAMES BRADSHAW	07/23/2026	0.00	50.00
79724	BROCOU	COURTNEY BROWN	07/23/2026	0.00	16.80
79725	CRPRINT	EARTH PRINT INC	07/23/2026	0.00	5,601.10
79726	EASGED	GEDALIA EASHAK	07/23/2026	0.00	3,499.00
79727	EATOTYLE	TYLER EATON	07/23/2026	0.00	316.08
79728	FAHNAD	NADIA FAHOUM	07/23/2026	0.00	19.36
79729	FENCE	FENCE FACTORY RENTALS	07/23/2026	0.00	254.34
79730	G10LAW	G10 LAW APLC	07/23/2026	0.00	71.30
79731	GIINDUS	GI INDUSTRIES	07/23/2026	0.00	1,130.78
79732	HDSUPPLY	HD SUPPLY INC	07/23/2026	0.00	764.36
79733	HELBIL	BILL HELMAN	07/23/2026	0.00	276.84
79734	HUNCON	HUNT CUSTOM CONSTRUCTION	07/23/2026	0.00	86.00
79735	LACOCLE	LA COUNTY REGISTRAR-RECORDER	07/23/2026	0.00	25.00
79736	LACOWAT	LA CO MALIBU TREASURER-WATERW	07/23/2026	0.00	1,849.02
79737	LIVESCAN	PAIGE S APAR	07/23/2026	0.00	440.00
79738	MALIBUJE	MALIBU JEWISH CENTER & SYNAGO	07/23/2026	0.00	215.00
79739	MASTERCO	MASTER COOLING CORPORATION	07/23/2026	0.00	2,116.15

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Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
79740	ROWSUS	SUSAN ROWTON	07/23/2026	0.00	50.00
79741	SCEDISO	SOUTHERN CALIFORNIA EDISON CO	07/23/2026	0.00	14.51
79742	SCGas	SOUTHERN CALIFORNIA GAS COMPA	07/23/2026	0.00	16.71
79743	SHABIJ	BIJAN SHAHMORADI	07/23/2026	0.00	167.40
79744	STAFAR	FARAH STACK	07/23/2026	0.00	39.22
79745	STAPLES	STAPLES CONTRACT & COMMERCIAI	07/23/2026	0.00	1,439.35
79746	UNDERGR	UNDERGROUND SERVICE ALERT OF S	07/23/2026	0.00	193.38
79747	VANTPOIN	24515 VANTAGE POINT SYNDICATION	07/23/2026	0.00	50.00
79748	30360PUB	30 THREE SIXTY PUBLIC FINANCE IN	07/23/2026	0.00	14,025.61
79749	ACCESS	ACCESS INFORMATION INTERMEDIA	07/23/2026	0.00	191.10
79750	ADJULLEE	THE ADJUL CORPORATION	07/23/2026	0.00	348,655.23
79751	AT&TMOBI	AT&T MOBILITY	07/23/2026	0.00	132.95
79752	BURDGE	BURDGE & ASSOCIATES ARCHITECTS	07/23/2026	0.00	3,090.00
79753	CASSWCON	CASSWELL CONSULTING INC	07/23/2026	0.00	1,980.00
79754	CJBIOMON	COURTNEY JEAN MCCAMMON	07/23/2026	0.00	20,460.00
79755	COTTON	COTTON SHIRES & ASSOCIATES INC	07/23/2026	0.00	668.50
79756	CRASSOC	CHEN RYAN ASSOCIATES INC	07/23/2026	0.00	7,286.75
79757	FILIPPIN	FILIPPIN ENGINEERING INC	07/23/2026	0.00	31,993.00
79758	FOXONSIT	FOX ONSITE SOLUTIONS INC	07/23/2026	0.00	27,675.00
79759	FREDERIC	FREDERICK FISHER & PARTNERS ARC	07/23/2026	0.00	6,062.50
79760	GOVEXECH	GOVEXEC HOLDINGS LLC	07/23/2026	0.00	3,000.00
79761	INTERWES	INTERWEST CONSULTING GROUP INC	07/23/2026	0.00	10,972.50
79762	IPC INC	INTEGRATED PERFORMANCE CONSU	07/23/2026	0.00	122,268.98
79763	KIMLEY	KIMLEY-HORN AND ASSOC INC	07/23/2026	0.00	7,308.25
79764	LACOSHE	LA CO SHERIFF'S DEPARTMENT	07/23/2026	0.00	1,018,036.69
79765	MALICOM	MALIBU COMMUNITY LABOR EXCHA	07/23/2026	0.00	661.00
79766	MICHBAK	MICHAEL BAKER INTERNATIONAL IN	07/23/2026	0.00	23,272.50
79767	MNS	MNS ENGINEERS INC	07/23/2026	0.00	17,111.32
79768	MOFFATT	MOFFATT & NICHOL	07/23/2026	0.00	19,039.53
79769	ONDUTYUN	ON DUTY UNIFORMS	07/23/2026	0.00	4,900.87
79770	PARSARS	PUBLIC AGENCY RETIREMENT SVCS	07/23/2026	0.00	1,018.14
79771	PETERSOJ	JEFF PETERSON	07/23/2026	0.00	6,800.00
79772	RINCONC	RINCON CONSULTANTS INC	07/23/2026	0.00	37,495.00
79773	SEKMAR	MARINA SEK	07/23/2026	0.00	14,575.00
79774	TRUNORTH	TRUE NORTH COMPLIANCE SERVICE	07/23/2026	0.00	24,335.00
79775	WESTAV	WESTERN A/V	07/23/2026	0.00	173,003.33
79776	AETNA	HEALTH AND HUMAN RESOURCE CEI	07/23/2026	0.00	187.65
79777	BlueShie	BLUE SHIELD OF CALIFORNIA	07/23/2026	0.00	1,724.35
79778	DELTADE	DELTA DENTAL OF CALIFORNIA	07/23/2026	0.00	9,596.84
79779	STANDARD	STANDARD INSURANCE COMPANY N	07/23/2026	0.00	351.28
79780	USBANK2	US BANK	07/23/2026	0.00	1,666.29
79781	USBANK	US BANK	07/23/2026	0.00	67,670.83
79782	13STARS	13 STARS MEDIA	07/28/2026	0.00	536.00
79783	AIPM	ANIMAL & INSECT PEST MANAGEME	07/28/2026	0.00	1,495.00
79784	BEARCON	BEAR CONTRACTORS INC	07/28/2026	0.00	1,750.00
79785	CAPark	CALIFORNIA PARK & RECREATION S	07/28/2026	0.00	180.00
79786	CARBER	BERNADETTE CARANDANG	07/28/2026	0.00	100.00
79787	CHAMPCAN	TREVOR ELDER	07/28/2026	0.00	3,360.00
79788	DCCHURCH	DESERT CITY CHURCH	07/28/2026	0.00	100.00
79789	DEPTCON	DEPT OF CONSERVATION	07/28/2026	0.00	11,630.49
79790	DUNGAI	GAIL DUNCAN	07/28/2026	0.00	61.72
79791	ENHANCE2	ENHANCED LANDSCAPE MANAGEMI	07/28/2026	0.00	11,122.78
79792	ERGOSOLU	ERGO SOLUTION INC	07/28/2026	0.00	1,100.00
79793	FUJSIA	SIAN FUJIKAWA	07/28/2026	0.00	280.00
79794	KRIVID	VIDYA KRISHNAMOORTHY	07/28/2026	0.00	410.00
79795	LACOWAT	LA CO MALIBU TREASURER-WATERW	07/28/2026	0.00	13,225.36
79796	MMARLINS	MALIBU MARLINS SWIM CLUB	07/28/2026	0.00	3,920.00

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Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
79797	NELTES	TESSA NEELEY	07/28/2026	0.00	505.00
79798	RAPMIC	MICHAEL RAPINO	07/28/2026	0.00	606.00
79799	RECTORJ	JUSTIN RECTOR	07/28/2026	0.00	55.61
79800	ROMDEN	DENISE ROMO	07/28/2026	0.00	2,500.00
79801	RPBARRI	R P BARRICADE INC	07/28/2026	0.00	2,008.60
79802	RTW	RTW MANAGEMENT	07/28/2026	0.00	46,880.00
79803	SCEDISO	SOUTHERN CALIFORNIA EDISON CO	07/28/2026	0.00	14.09
79804	SPIROG	SEBASTIAN SPIROGLOU	07/28/2026	0.00	37.05
79805	TOTALGRA	BRIAN SHORE	07/28/2026	0.00	1,106.28
79806	ULTMAINT	ULTIMATE MAINTENANCE SERVICES	07/28/2026	0.00	200.00
79807	WILLISCO	THE WILLIS CORPORATION	07/28/2026	0.00	858.00
			Report Total (229 checks):	0.00	8,235,856.38

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Accounts Payable

Transactions by Account

User: craspe
Printed: 07/29/2026 - 8:33AM
Batch: 00000.00.0000

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
100-0000-2021-00	BLUE SHIELD OF CALIFORNIA	PR 16.07.2026 Vision Care-Cobra-Du	07/23/2026	79777	9.68	
100-0000-2021-00	BLUE SHIELD OF CALIFORNIA	PR 16.07.2026 Vision Care-Cobra-Dul	07/23/2026	79777	28.53	
100-0000-2021-00	BLUE SHIELD OF CALIFORNIA	PR 16.07.2026 Vision Care-Cobra-Alt	07/23/2026	79777	9.68	
100-0000-2021-00	BLUE SHIELD OF CALIFORNIA	PR 16.07.2026 Vision Care-Cobra-Mc	07/23/2026	79777	28.53	
100-0000-2021-00	BLUE SHIELD OF CALIFORNIA	PR 16.07.2026 Vision Care-Cobra-Sta	07/23/2026	79777	9.68	
100-0000-2021-00	BLUE SHIELD OF CALIFORNIA	PR 16.07.2026 Vision Care-Cobra-Gir	07/23/2026	79777	9.68	
		Vendor Subtotal:			95.78	
100-0000-2021-00	DELTA DENTAL OF CALIFORNIA	PR 16.07.2026 Dental Insur-Cobra-W	07/23/2026	79778	50.06	
100-0000-2021-00	DELTA DENTAL OF CALIFORNIA	PR 16.07.2026 Dental Insur-Cobra-Gi	07/23/2026	79778	50.06	
100-0000-2021-00	DELTA DENTAL OF CALIFORNIA	PR 16.07.2026 Dental Insur-Cobra-Du	07/23/2026	79778	50.06	
100-0000-2021-00	DELTA DENTAL OF CALIFORNIA	PR 16.07.2026 Dental Insur-Cobra-W	07/23/2026	79778	50.06	
100-0000-2021-00	DELTA DENTAL OF CALIFORNIA	PR 16.07.2026 Dental Insur-Cobra-All	07/23/2026	79778	-150.18	
100-0000-2021-00	DELTA DENTAL OF CALIFORNIA	PR 16.07.2026 Dental Insur-Cobra-Sta	07/23/2026	79778	50.06	
100-0000-2021-00	DELTA DENTAL OF CALIFORNIA	PR 16.07.2026 Dental Insur-Cobra-Du	07/23/2026	79778	157.75	
100-0000-2021-00	DELTA DENTAL OF CALIFORNIA	PR 16.07.2026 Dental Insur-Cobra-Mc	07/23/2026	79778	157.75	
100-0000-2021-00	DELTA DENTAL OF CALIFORNIA	PR 16.07.2026 Dental Insur-Cobra-Da	07/23/2026	79778	50.06	
		Vendor Subtotal:			465.68	
100-0000-3448-00	G10 LAW APLC	Ref - Subpeona Fee - Case 25SMCV0	06/30/2026	79730	71.30	
		Vendor Subtotal:			71.30	
100-0000-3466-00	BROOKE COFFEY	Ref - Swim Lessons 7/14 - 8/6/26	06/30/2026	79633	190.00	
		Vendor Subtotal:			190.00	
100-0000-3466-00	DOMINIKA POLATIN	Reissue CK49241 Ref - Lifeguard Cou	06/30/2026	79654	480.00	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			480.00	
100-0000-3467-00	PAGE BARTELT	Ref - Summer Dance 6/22 - 6/25/26	06/30/2026	79630	260.00	
		Vendor Subtotal:			260.00	
100-0000-3467-00	SIAN FUJIKAWA	Ref - Soccer Camp 7/6 - 7/9/26	06/30/2026	79793	280.00	
		Vendor Subtotal:			280.00	
100-0000-3467-00	KORY KEITH	Ref - Summer Dance 6/22 - 6/25/26	06/30/2026	79642	260.00	
		Vendor Subtotal:			260.00	
100-0000-3467-00	VIDYA KRISHNAMOORTHY	Ref - Surf Camp Wk 6; 7/20 - 7/23/26	06/30/2026	79794	410.00	
		Vendor Subtotal:			410.00	
100-0000-3467-00	JULIA KUZNETSOV	Ref - Summer Dance 6/22 - 6/25/26	06/30/2026	79644	260.00	
		Vendor Subtotal:			260.00	
100-0000-3467-00	ALI MOSES	Ref - Flag Football 6/15 - 6/18/26	06/30/2026	79651	240.00	
		Vendor Subtotal:			240.00	
100-0000-3467-00	NICOLLE WIRES	Ref - Summer Baseball 6/29 - 7/2/26	06/30/2026	79664	300.00	
		Vendor Subtotal:			300.00	
100-3001-5200-00	NEWBURY PARK TREE SERVICE	Citywide Annual Tree Maint - Jun '26	06/30/2026	79710	75,000.00	000004531
		Vendor Subtotal:			75,000.00	
100-3001-5722-00	SOUTHERN CALIFORNIA EDISO	Street Lamps - Jun '26	06/30/2026	79690	16.36	
		Vendor Subtotal:			16.36	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
100-3001-5725-00	GI INDUSTRIES	Garbage - City Yard 6/16-6/30/26 Acc	06/30/2026	79731	1,130.78	
		Vendor Subtotal:			1,130.78	
100-3001-6160-00	UNDERGROUND SERVICE ALER	Dig Alerts - Jun '26	06/30/2026	79746	154.05	
100-3001-6160-00	UNDERGROUND SERVICE ALER	Monthly Fee - Jun '26	06/30/2026	79746	39.33	
		Vendor Subtotal:			193.38	
100-3001-7800-00	CALIFORNIA BARRICADE RENT	Solar Tech - Portable Message Board	06/30/2026	79703	20,647.36	000004732
		Vendor Subtotal:			20,647.36	
100-3007-5610-00	INTEGRATED PERFORMANCE C	CCSTF Operation/Maint - Jun '26	06/30/2026	79762	3,913.00	000003241
		Vendor Subtotal:			3,913.00	
100-3007-5610-01	INTEGRATED PERFORMANCE C	PCSTF Operation/Maint - Jun '26	06/30/2026	79762	3,913.00	000003241
		Vendor Subtotal:			3,913.00	
100-3007-5655-00	INTEGRATED PERFORMANCE C	Remote Access Fee - Jun '26	06/30/2026	79762	300.00	000003241
		Vendor Subtotal:			300.00	
100-3007-7800-00	INTEGRATED PERFORMANCE C	Equipment CCSTF - Jun '26	06/30/2026	79762	12.12	000003241
		Vendor Subtotal:			12.12	
100-3008-4202-00	CalPERS Health	PR 16.07.2026 Health Insur-Webster-J	07/23/2026	0	1,975.38	
		Vendor Subtotal:			1,975.38	
100-3008-4203-00	BLUE SHIELD OF CALIFORNIA	PR 16.07.2026 Vision Care-Webster-J	07/23/2026	79777	17.30	
		Vendor Subtotal:			17.30	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
100-3008-4204-00	DELTA DENTAL OF CALIFORNIA	PR 16.07.2026 Dental Insur-Webster-J	07/23/2026	79778	97.04	
		Vendor Subtotal:			97.04	
100-3008-5100-00	CROSSING GUARD SERVICES LI	Crossing Guard Svcs - Jun '26	06/30/2026	79603	2,280.00	000004595
		Vendor Subtotal:			2,280.00	
100-3008-5100-00	LEMOINE SERVICES HOLDINGS	Task 1: PW Support Svcs - Jun '26	06/30/2026	79606	146.25	000004689
		Vendor Subtotal:			146.25	
100-3008-5100-00	KIMLEY-HORN AND ASSOC INC	Task 17: Land Development Plan Che	06/30/2026	79672	16,851.06	000004356
100-3008-5100-00	KIMLEY-HORN AND ASSOC INC	Task 17: Land Development Plan Che	06/30/2026	79672	19,887.08	000004356
100-3008-5100-00	KIMLEY-HORN AND ASSOC INC	Task 17: Land Development Plan Che	06/30/2026	79672	10,169.74	000004356
100-3008-5100-00	KIMLEY-HORN AND ASSOC INC	Task 17: Land Development Plan Che	06/30/2026	79672	7,865.92	000004356
		Vendor Subtotal:			54,773.80	
100-3008-5100-00	MNS ENGINEERS INC	Task 1: Malibu Creek Ecological Rest	06/30/2026	79767	61.69	000004331
100-3008-5100-00	MNS ENGINEERS INC	FEMA/Floodplain Ordinance 5/25 - 6/	06/30/2026	79767	61.69	000004331
100-3008-5100-00	MNS ENGINEERS INC	Task 1: Malibu Creek Ecological Rest	06/30/2026	79767	2,712.94	000004331
		Vendor Subtotal:			2,836.32	
100-3008-5125-00	KIMLEY-HORN AND ASSOC INC	General On-Call Traffic Engr Svcs - Ju	06/30/2026	79763	913.50	000004367
		Vendor Subtotal:			913.50	
100-3008-5210-00	ANAWALT LUMBER CO INC	PW - Service Fee	06/30/2026	79719	1.00	
		Vendor Subtotal:			1.00	
100-3008-5300-00	NADIA FAHOUM	Reimb - Meals CA Coastal Commissic	06/30/2026	79728	19.36	
		Vendor Subtotal:			19.36	
100-3008-5300-00	GOVEXEC HOLDINGS LLC	AI Leadership Academy - Asst City Ei	06/30/2026	79760	750.00	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			750.00	
100-3008-5300-00	US BANK	PW-9405 CSMFO - CIP Training - EP	06/30/2026	79781	260.00	
		Vendor Subtotal:			260.00	
100-3008-5330-00	US BANK	PW-9462 APWA - Membership	06/30/2026	79781	45.00	
		Vendor Subtotal:			45.00	
100-3008-5340-00	FARAH STACK	Reimb - Mileage USC Conference 6/1	06/30/2026	79744	39.22	
		Vendor Subtotal:			39.22	
100-3008-6120-00	NEARMAP US INC	FY 26/27 ArcGIS Subscription	07/07/2026	79587	9,267.18	
		Vendor Subtotal:			9,267.18	
100-4001-4202-00	CalPERS Health	PR 16.07.2026 Health Insur-Quintana-	07/23/2026	0	1,128.53	
		Vendor Subtotal:			1,128.53	
100-4001-4203-00	BLUE SHIELD OF CALIFORNIA	PR 16.07.2026 Vision Care-Spiroglou-	07/23/2026	79777	9.68	
100-4001-4203-00	BLUE SHIELD OF CALIFORNIA	PR 16.07.2026 Vision Care-Quintana-.	07/23/2026	79777	9.68	
		Vendor Subtotal:			19.36	
100-4001-4204-00	DELTA DENTAL OF CALIFORNIA	PR 16.07.2026 Dental Insur-Quintana-	07/23/2026	79778	50.06	
		Vendor Subtotal:			50.06	
100-4001-4213-00	HEALTH AND HUMAN RESOUR(	PR 16.07.2026 Employee Asst-Quintai	07/23/2026	79776	1.39	
		Vendor Subtotal:			1.39	
100-4001-5107-00	CROSSING GUARD SERVICES LI	Crossing Guard Svc 6/13 & 6/14/26	06/30/2026	79635	456.00	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			456.00	
100-4001-5107-00	US BANK	CS-1673 Riz Transportation - Little Le	06/30/2026	79781	895.00	
		Vendor Subtotal:			895.00	
100-4001-5300-00	US BANK	CS-6305 Mandated Reporter/Red Cros	06/30/2026	79781	146.98	
		Vendor Subtotal:			146.98	
100-4001-5330-00	US BANK	CS-8795 CPRS - FY26/27 Annual - R	06/30/2026	79781	165.00	
		Vendor Subtotal:			165.00	
100-4001-5401-00	US BANK	CS-6305 QRFY.com - Annual Subscri	06/30/2026	79781	228.00	
		Vendor Subtotal:			228.00	
100-4001-6120-00	REC TECHNOLOGIES INC	Annual Fee for Rec Software	06/30/2026	79661	9,000.00	000004493
		Vendor Subtotal:			9,000.00	
100-4001-6160-00	CALIFORNIA PARK & RECREATI	CPRS Awards PT Staff (5)	06/30/2026	79785	180.00	
		Vendor Subtotal:			180.00	
100-4001-6160-00	STAPLES CONTRACT & COMME	Office Supplies - Community Svcs	06/30/2026	79745	170.17	
		Vendor Subtotal:			170.17	
100-4001-6160-00	US BANK	CS-6305 Ralphs - Youth Commission	06/30/2026	79781	46.03	
100-4001-6160-00	US BANK	CS-8795 Walgreens - Work Phone Cha	06/30/2026	79781	16.44	
		Vendor Subtotal:			62.47	
100-4001-6400-00	US BANK	CS-8795 Custom Ink - Parks & Rec M	06/30/2026	79781	1,050.13	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			1,050.13	
100-4002-5107-00	MALIBU MARLINS SWIM CLUB	Marlins Swim Team 6/16 - 7/12/26	06/30/2026	79796	3,920.00	
		Vendor Subtotal:			3,920.00	
100-4002-5300-00	US BANK	CS-6305 Mandated Reporter - PT Trai	06/30/2026	79781	17.98	
		Vendor Subtotal:			17.98	
100-4002-5340-00	JUSTIN RECTOR	Mileage - Jun '26	06/30/2026	79799	55.61	
		Vendor Subtotal:			55.61	
100-4002-5340-00	SEBASTIAN SPIROGLOU	Mileage - Jun '26	06/30/2026	79804	37.05	
		Vendor Subtotal:			37.05	
100-4002-5401-00	US BANK	CS-6305 PeachJar - Summer '26 Swim	06/30/2026	79781	125.00	
		Vendor Subtotal:			125.00	
100-4002-6160-00	SMASH ATHLETICS INC	Lifeguard T-shirts & Sweaters	06/30/2026	79659	728.27	
		Vendor Subtotal:			728.27	
100-4002-6160-00	US BANK	CS-6305 Amazon/Swim Outlet - Aqua	06/30/2026	79781	863.93	
		Vendor Subtotal:			863.93	
100-4003-5721-00	US BANK	CS-1673 Satellite Phone Store - Charn	06/30/2026	79781	72.79	
		Vendor Subtotal:			72.79	
100-4003-6160-00	BRIAN SHORE	City Logo - Nature Center Ceremony	06/30/2026	79662	27.46	000004684
100-4003-6160-00	BRIAN SHORE	Poster - Charmlee Dedication Event	06/30/2026	79662	114.14	000004684

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			141.60	
100-4003-6160-00	US BANK	CS-8795 Nature Ctr Ceremony - Supp	06/30/2026	79781	2,558.77	
100-4003-6160-00	US BANK	CS-8164 Amazon - Nature Ctr Dedica	06/30/2026	79781	203.85	
100-4003-6160-00	US BANK	CS-6305 Conejo Awards - Nature Ctr I	06/30/2026	79781	21.45	
100-4003-6160-00	US BANK	CS-1673 Home Depot - Charmlee Sup	06/30/2026	79781	457.03	
		Vendor Subtotal:			3,241.10	
100-4004-5107-00	MOVIES BY KIDS OC	Instructor - Lego Animation 6/29 - 7/2	06/30/2026	79643	3,150.00	
		Vendor Subtotal:			3,150.00	
100-4004-5107-00	SKYLAR J LAWSON	Instructor - Aspects Surf Academy 6/2	06/30/2026	79646	2,646.00	
100-4004-5107-00	SKYLAR J LAWSON	Instructor - Aspects Surf Academy 6/2	06/30/2026	79646	4,116.00	
		Vendor Subtotal:			6,762.00	
100-4004-5401-00	US BANK	CS-0745 PeachJar - Summer Camp '2(	06/30/2026	79781	325.00	
		Vendor Subtotal:			325.00	
100-4004-6160-00	US BANK	CS-0745 Amazon - Surf Camp Umbre	06/30/2026	79781	35.27	
		Vendor Subtotal:			35.27	
100-4005-5107-00	AMERICAN GLOBAL SECURITY	Go Skate Day - Security Svcs 6/20/26	06/30/2026	79627	3,311.28	
		Vendor Subtotal:			3,311.28	
100-4005-5107-00	TREVOR ELDER	Instructor - Skate Camp Wk1 6/15-6/1	06/30/2026	79631	2,464.00	
100-4005-5107-00	TREVOR ELDER	Instructor - Skate Camp Wk2 6/22-6/2	06/30/2026	79631	2,688.00	
100-4005-5107-00	TREVOR ELDER	Instructor - Skate Camp WK 3 6/29 - 7	06/30/2026	79787	3,360.00	
		Vendor Subtotal:			8,512.00	
100-4005-5107-00	US BANK	CS-8795 Set Medics - Go Skate EMTs	06/30/2026	79781	705.00	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			705.00	
100-4005-5640-00	US BANK	CS-2481 Sherwin Williams - Skate Pa	06/30/2026	79781	76.65	
		Vendor Subtotal:			76.65	
100-4005-6160-00	FENCE FACTORY RENTALS	Go Skate - Day Restrooms/Sinks 6/19	06/30/2026	79639	899.95	
		Vendor Subtotal:			899.95	
100-4005-6160-00	R P BARRICADE INC	CS - Permanent Skate Park Barricades	06/30/2026	79656	1,200.00	
100-4005-6160-00	R P BARRICADE INC	CS - Skatepark Barricades	06/30/2026	79801	2,008.60	
		Vendor Subtotal:			3,208.60	
100-4005-6160-00	BRIAN SHORE	Magnets - Skate Park Restrooms	06/30/2026	79662	80.14	000004684
100-4005-6160-00	BRIAN SHORE	Signs - Skate Camp	06/30/2026	79662	230.52	000004684
100-4005-6160-00	BRIAN SHORE	Sign - Go Skate Day	06/30/2026	79805	632.16	000004684
		Vendor Subtotal:			942.82	
100-4005-6160-00	US BANK	CS-2169 Amazon - Skate Park Supplie	06/30/2026	79781	155.54	
100-4005-6160-00	US BANK	CS-2481 Home Depot - Skate Park Re	06/30/2026	79781	116.90	
100-4005-6160-00	US BANK	CS-6305 Amazon - Skate Park Supplie	06/30/2026	79781	200.15	
100-4005-6160-00	US BANK	CS-8795 Skate Park Supplies	06/30/2026	79781	5,166.52	
100-4005-6160-00	US BANK	CS-0745 Spic N Span - GoSkate Table	06/30/2026	79781	31.20	
		Vendor Subtotal:			5,670.31	
100-4007-4203-00	BLUE SHIELD OF CALIFORNIA	PR 16.07.2026 Vision Care-Upadhyay	07/23/2026	79777	9.68	
		Vendor Subtotal:			9.68	
100-4007-4204-00	DELTA DENTAL OF CALIFORNIA	PR 16.07.2026 Dental Insur-Upadhyay	07/23/2026	79778	50.06	
		Vendor Subtotal:			50.06	
100-4007-5107-00	JUDY MERRICK	Instructor - Joy of Coloring - Jun '26	06/30/2026	79650	160.00	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			160.00	
100-4007-5107-00	TALENTNOOK INC	Instructor - Science Workshop 6/21/26	06/30/2026	79660	325.00	
		Vendor Subtotal:			325.00	
100-4007-6160-00	US BANK	CS-1563 Prime Video - Film Event 6/1	06/30/2026	79781	3.99	
		Vendor Subtotal:			3.99	
100-4008-4203-00	BLUE SHIELD OF CALIFORNIA	PR 16.07.2026 Vision Care-Winkler-A	07/23/2026	79777	-7.62	
		Vendor Subtotal:			-7.62	
100-4008-5107-00	MARSHA COOPER	Instructor - Stretch & Strength - Jun '2	06/30/2026	79634	660.00	
		Vendor Subtotal:			660.00	
100-4008-5107-00	JACKLINE DANESHRAD	Instructor - Cardio Salsa - Jun '26	06/30/2026	79636	910.00	
		Vendor Subtotal:			910.00	
100-4008-5107-00	MICHAEL ANTHONY MANFREDO	Instructor - Yoga/Thai Chi - Jun '26	06/30/2026	79649	360.00	
		Vendor Subtotal:			360.00	
100-4008-5107-00	JUDY MERRICK	Instructor - Relax Through Coloring -	06/30/2026	79650	160.00	
		Vendor Subtotal:			160.00	
100-4008-5107-00	SHEILA ROSENTHAL	Instructor - Knitting - Jun '26	06/30/2026	79655	320.00	
		Vendor Subtotal:			320.00	
100-4008-5330-00	US BANK	CS-8164 MPLC - Movie License FY 2	06/30/2026	79781	472.26	
		Vendor Subtotal:			472.26	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
100-4008-5401-00	13 STARS MEDIA	Ad - Sr Center Games Workshop 6/25/	06/30/2026	79625	268.00	
		Vendor Subtotal:			268.00	
100-4008-6160-00	US BANK	CS-1563 Sheet Music - Sr Choir (Tax)	06/30/2026	79781	5.40	
100-4008-6160-00	US BANK	CS-1563 Sr. Ctr Supplies	06/30/2026	79781	1,459.22	
100-4008-6160-00	US BANK	CS-1563 Fabulous Events - Table Clot	06/30/2026	79781	478.33	
100-4008-6160-00	US BANK	CS-1563 Sheet Music - Sr Choir	06/30/2026	79781	168.32	
100-4008-6160-00	US BANK	CS-1563 Fabulous Events - Damage F	06/30/2026	79781	20.88	
100-4008-6160-00	US BANK	CS-1563 Fabulous Events - Table Clot	06/30/2026	79781	47.83	
		Vendor Subtotal:			2,179.98	
100-4008-6176-00	US BANK	CS-1563 Queen Mary - Sr Excursion (	06/30/2026	79781	167.82	
		Vendor Subtotal:			167.82	
100-4010-4213-00	HEALTH AND HUMAN RESOUR(	PR 16.07.2026 Employee Asst-Fee-Ac	07/23/2026	79776	1.39	
		Vendor Subtotal:			1.39	
100-4010-5100-00	AMERICAN GLOBAL SECURITY	Trancas - Security Svcs - Jun '26	06/30/2026	79627	1,050.00	000004128
100-4010-5100-00	AMERICAN GLOBAL SECURITY	Equestrian - Security Svcs - Jun '26	06/30/2026	79627	1,050.00	000004128
		Vendor Subtotal:			2,100.00	
100-4010-5100-00	ENHANCED LANDSCAPE MANA	City Parks Landscape Maint/Liners - J	06/30/2026	79677	26,020.32	000004317
		Vendor Subtotal:			26,020.32	
100-4010-5130-00	BEAR CONTRACTORS INC	Charmlee - Fire Hydrant Flow Test	06/30/2026	79784	1,750.00	
		Vendor Subtotal:			1,750.00	
100-4010-5130-00	ENHANCED LANDSCAPE MANA	Charmlee - Plant Installation	06/30/2026	79638	5,082.75	
100-4010-5130-00	ENHANCED LANDSCAPE MANA	Cross Creek - Plant Installation	06/30/2026	79791	825.00	
100-4010-5130-00	ENHANCED LANDSCAPE MANA	Bluffs - Plant Installation	06/30/2026	79791	3,911.25	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			9,819.00	
100-4010-5130-00	ATHACO INC	Bluffs - Signage	06/30/2026	79647	648.57	
		Vendor Subtotal:			648.57	
100-4010-5130-00	US BANK	CS-2481 World's Best Graffitti Remov	06/30/2026	79781	323.27	
		Vendor Subtotal:			323.27	
100-4010-5610-00	MOSSER PLUMBING & HEATINC	Trancas - Monthly Septic Maint - Jun '	06/30/2026	79652	300.00	
		Vendor Subtotal:			300.00	
100-4010-5610-00	THE WILLIS CORPORATION	Bluffs Maint Yard - Garage Door Repa	06/30/2026	79807	858.00	
		Vendor Subtotal:			858.00	
100-4010-5723-00	LA CO MALIBU TREASURER-WA	Water - Las Flores 4/14 - 6/11/26 Acct	06/30/2026	79684	1,884.49	
100-4010-5723-00	LA CO MALIBU TREASURER-WA	Water - Las Flores 4/14 - 6/11/26 Acct	06/30/2026	79684	154.79	
100-4010-5723-00	LA CO MALIBU TREASURER-WA	Water - Las Flores Rambla 4/14 - 6/11.	06/30/2026	79684	236.28	
100-4010-5723-00	LA CO MALIBU TREASURER-WA	Water - PCH Median 5/6-7/7/26 Acct#	06/30/2026	79795	815.02	
100-4010-5723-00	LA CO MALIBU TREASURER-WA	Water - Irrigation Cross Creek 5/6-7/7/	06/30/2026	79795	1,352.10	
		Vendor Subtotal:			4,442.68	
100-4010-6160-00	HD SUPPLY INC	Trancas - Restroom Supplies	06/30/2026	79641	107.12	
100-4010-6160-00	HD SUPPLY INC	Equestrian - Restroom Supplies	06/30/2026	79641	91.43	
100-4010-6160-00	HD SUPPLY INC	Bluffs/Skate - Restroom Supplies	06/30/2026	79641	251.20	
100-4010-6160-00	HD SUPPLY INC	Bluffs/Skate - Restroom Supplies	06/30/2026	79641	205.99	
100-4010-6160-00	HD SUPPLY INC	Charmlee - Restroom Supplies	06/30/2026	79641	255.91	
100-4010-6160-00	HD SUPPLY INC	Bluffs/MLC - Restroom Supplies	06/30/2026	79641	486.78	
		Vendor Subtotal:			1,398.43	
100-4010-6160-00	US BANK	CS-1673 Amazon - Hose Nozzle for B	06/30/2026	79781	10.96	
100-4010-6160-00	US BANK	CS-2481 Home Depot - Sealer MLC M	06/30/2026	79781	9.61	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			20.57	
100-4010-6160-00	WAXIE ENTERPRISES LLC	Bluffs/MLC - Restroom Supplies	06/30/2026	79663	162.07	
		Vendor Subtotal:			162.07	
100-4010-7800-00	ALLEN ELECTRIC & LIGHTING I	Bluffs Parking Lot Light Replacement	06/30/2026	79626	43,020.13	000004741
		Vendor Subtotal:			43,020.13	
100-4010-7800-00	MALIBU DEMOLITION INC	Bluffs Park - Shipping Container Repl.	06/30/2026	79648	5,500.00	
		Vendor Subtotal:			5,500.00	
100-4010-7910-00	ENHANCED LANDSCAPE MANA	John Tyler - Irrigation Repairs	06/30/2026	79638	169.73	
100-4010-7910-00	ENHANCED LANDSCAPE MANA	Bluffs - Irrigation Repairs	06/30/2026	79638	192.00	
100-4010-7910-00	ENHANCED LANDSCAPE MANA	Trancas - Irrigation Repairs	06/30/2026	79791	225.00	
100-4010-7910-00	ENHANCED LANDSCAPE MANA	Cross Creek - Irrigation Repairs	06/30/2026	79791	277.26	
100-4010-7910-00	ENHANCED LANDSCAPE MANA	Civic Center - Irrigation Repairs	06/30/2026	79791	154.93	
100-4010-7910-00	ENHANCED LANDSCAPE MANA	John Tyler - Irrigation Repairs	06/30/2026	79791	241.04	
100-4010-7910-00	ENHANCED LANDSCAPE MANA	Trancas - Irrigation Repairs	06/30/2026	79791	1,025.00	
100-4010-7910-00	ENHANCED LANDSCAPE MANA	Bluffs - Irrigation Repairs	06/30/2026	79791	75.00	
100-4010-7910-00	ENHANCED LANDSCAPE MANA	Medians - Irrigation Repairs	06/30/2026	79791	360.38	
		Vendor Subtotal:			2,720.34	
100-4011-5401-00	13 STARS MEDIA	Ad - Chumash Day 3/26/26	06/30/2026	79782	268.00	
		Vendor Subtotal:			268.00	
100-4011-5401-00	BRIAN SHORE	Banners - CineMalibu	06/30/2026	79662	182.23	000004684
		Vendor Subtotal:			182.23	
100-4012-5401-00	13 STARS MEDIA	Ad - Storm Drain Artists 3/26/26	06/30/2026	79782	268.00	
		Vendor Subtotal:			268.00	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
100-4012-6160-00	BRIAN SHORE	Signs - Carving Canvas Art Exhibit	06/30/2026	79805	474.12	000004684
		Vendor Subtotal:			474.12	
100-4012-6160-00	US BANK	CS-8795 Amazon - Morning View Dr	06/30/2026	79781	131.96	
100-4012-6160-00	US BANK	CS-8164 Ralphs - Morning View Dr R	06/30/2026	79781	41.14	
		Vendor Subtotal:			173.10	
100-7001-5100-00	LATANYA KIRKCARTER	School District Separation - Jun '26	06/30/2026	79613	1,500.00	000003280
		Vendor Subtotal:			1,500.00	
100-7001-5100-00	STLR CORPORATION	School District Separation - Jun '26	06/30/2026	79622	5,751.25	000003541
		Vendor Subtotal:			5,751.25	
100-7001-5100-00	US BANK	CM-1480 Squarespace - Domain for S	06/30/2026	79781	623.00	
		Vendor Subtotal:			623.00	
100-7001-5104-00	CALIFORNIA STRATEGIES & AD	Lobbying Svcs - Jun '26	06/30/2026	79602	12,500.00	000003092
		Vendor Subtotal:			12,500.00	
100-7001-5300-00	US BANK	CM-3100 CalCities/Cont Cities - '26 C	06/30/2026	79781	1,450.00	
		Vendor Subtotal:			1,450.00	
100-7001-5330-00	LEAGUE OF CALIFORNIA CITIES	FY 26/27 LA Co Division Dues	07/07/2026	79585	1,344.00	
		Vendor Subtotal:			1,344.00	
100-7001-5330-00	SOUTHERN CALIFORNIA ASSOC	FY 26/27 SCAG Annual Dues - J. Irvi	07/07/2026	79591	1,721.00	
		Vendor Subtotal:			1,721.00	
100-7001-5330-00	SISTER CITIES INTERNATIONAL	FY 26/27 Dues - MBR-INV-2026-089	07/07/2026	79592	310.00	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			310.00	
100-7001-6160-00	STAPLES CONTRACT & COMME	Office Supplies - City Council	06/30/2026	79745	9.03	
100-7001-6160-00	STAPLES CONTRACT & COMME	Office Supplies - City Council	06/30/2026	79745	188.53	
		Vendor Subtotal:			197.56	
100-7001-6160-00	US BANK	CS-2343 Amazon - Council Chamber	06/30/2026	79781	154.34	
100-7001-6160-00	US BANK	CM-6076 Amazon - Binder Tabs	06/30/2026	79781	126.75	
		Vendor Subtotal:			281.09	
100-7002-5100-00	PEGASUS STUDIOS	Video Broadcast Svcs - Jun '26	06/30/2026	79619	6,720.00	000004427
		Vendor Subtotal:			6,720.00	
100-7002-5107-00	OFFICE TEAM A ROBERT HALF C	Temp Staff - K. Franklin 6/12/26	06/30/2026	79718	2,050.00	
100-7002-5107-00	OFFICE TEAM A ROBERT HALF C	Temp Staff - K. Franklin 6/19/26	06/30/2026	79718	1,640.00	
		Vendor Subtotal:			3,690.00	
100-7002-5401-00	US BANK	CM-1480 Facebook - Ads for City Ms	06/30/2026	79781	191.62	
		Vendor Subtotal:			191.62	
100-7002-7800-00	US BANK	CM-6076 Amazon - Hard Drives	06/30/2026	79781	313.12	
		Vendor Subtotal:			313.12	
100-7003-5100-00	BOND CONSULTING GROUP INC	Strategic Advisory Svcs - Apr '26	06/30/2026	79601	20,000.00	000004736
100-7003-5100-00	BOND CONSULTING GROUP INC	Strategic Advisory Svcs - May '26	06/30/2026	79601	20,000.00	000004736
100-7003-5100-00	BOND CONSULTING GROUP INC	Strategic Advisory Svcs - Jun '26	06/30/2026	79601	20,000.00	000004736
		Vendor Subtotal:			60,000.00	
100-7003-5100-00	CRUZ STRATEGIES LLC	SMMUSD Separation Lobbying Svcs	06/30/2026	79604	10,000.00	000004647

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			10,000.00	
100-7003-5100-00	KOSMONT & ASSOCIATES INC	Economic/Funding Advisory Svcs - M	06/30/2026	79614	4,095.00	000004501
		Vendor Subtotal:			4,095.00	
100-7003-5100-00	DR MICHAEL D MATTHEWS	SMMUSD Separation - Jun '26	06/30/2026	79618	945.00	000004162
100-7003-5100-00	DR MICHAEL D MATTHEWS	SMMUSD Separation - May '26	06/30/2026	79618	1,455.00	000004162
		Vendor Subtotal:			2,400.00	
100-7003-5300-00	US BANK	CM-3100 ICMA - Annual Asst. to CM	06/30/2026	79781	340.00	
100-7003-5300-00	US BANK	CM-0521 ICMA - Oct '26 Conference	06/30/2026	79781	915.00	
		Vendor Subtotal:			1,255.00	
100-7003-6160-00	US BANK	CM-3100 Supplies	06/30/2026	79781	1,412.79	
100-7003-6160-00	US BANK	HR-3834 Costco/Ralphs - Kaizen Staf	06/30/2026	79781	283.24	
		Vendor Subtotal:			1,696.03	
100-7005-5101-00	BEST BEST & KRIEGER LLP	General Legal Counsel - May '26	06/30/2026	79600	30,537.00	000004588
		Vendor Subtotal:			30,537.00	
100-7005-5101-01	BEST BEST & KRIEGER LLP	School District Separation - May '26	06/30/2026	79600	21,533.20	000004588
		Vendor Subtotal:			21,533.20	
100-7005-5102-00	BEST BEST & KRIEGER LLP	Litigation - May '26	06/30/2026	79600	123,276.90	000004588
		Vendor Subtotal:			123,276.90	
100-7007-5150-00	US BANK	CS-2343 MCADirect - '26 Election Su	06/30/2026	79781	576.23	
		Vendor Subtotal:			576.23	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
100-7007-6120-00	NETFILE INC	FY 26/27 Campaign & Form 700 E-Fi	07/07/2026	79588	4,500.00	
		Vendor Subtotal:			4,500.00	
100-7007-6160-00	STAPLES CONTRACT & COMME	Office Supplies - City Clerk	06/30/2026	79745	50.24	
		Vendor Subtotal:			50.24	
100-7021-5100-00	FENCE FACTORY RENTALS	Tow Yard - Portable Restrooms 6/22 -	06/30/2026	79729	254.34	
		Vendor Subtotal:			254.34	
100-7021-5100-00	STEVEN GUTIERREZ	Parking Enforcement Hearings - Jun '2	06/30/2026	79610	900.00	000004374
100-7021-5100-00	STEVEN GUTIERREZ	Reissue CK75112 - Parking Enfor. He	06/30/2026	79640	900.00	000004374
		Vendor Subtotal:			1,800.00	
100-7021-5100-00	COUNTY OF LOS ANGELES LA-R	Radio Subscription - Jun '26	06/30/2026	79616	960.00	000004646
		Vendor Subtotal:			960.00	
100-7021-5114-00	LOS ANGELES COUNTY FIRE DI	FY 26/27 Annual Pymt	07/07/2026	79584	2,536.00	
		Vendor Subtotal:			2,536.00	
100-7021-5115-00	LA CO SHERIFF'S DEPARTMENT	Sheriff's Svcs - Traffic Enforcement 5/	06/30/2026	79615	18,645.56	000004586
100-7021-5115-00	LA CO SHERIFF'S DEPARTMENT	Sheriff's Svcs - Liaison 5/3 - 5/28/26	06/30/2026	79764	21,402.56	000004586
100-7021-5115-00	LA CO SHERIFF'S DEPARTMENT	Special Event - Malibu HS Prom 5/29/	06/30/2026	79764	1,356.81	000004586
100-7021-5115-00	LA CO SHERIFF'S DEPARTMENT	Sheriff's Svcs - Lost Hills - Jun '26	06/30/2026	79764	929,763.30	000004586
		Vendor Subtotal:			971,168.23	
100-7021-5116-00	LA CO SHERIFF'S DEPARTMENT	Sheriff's Svcs - Beach Team 5/20 - 5/3	06/30/2026	79764	64,576.45	000004586
		Vendor Subtotal:			64,576.45	
100-7021-5300-00	GOVEXEC HOLDINGS LLC	AI Leadership Academy - PS Mgr	06/30/2026	79760	750.00	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			750.00	
100-7021-5300-00	US BANK	PS-3241 CSTI EOCIL/Nat CERT Con	06/30/2026	79781	711.01	
		Vendor Subtotal:			711.01	
100-7021-5405-00	EARTH PRINT INC	Notice of Parking Violation	06/30/2026	79725	4,390.00	000004679
		Vendor Subtotal:			4,390.00	
100-7021-5710-00	COMMUNICATIONS RELAY LLC	Quarterly Space Rental - Container D	07/07/2026	79582	450.00	
		Vendor Subtotal:			450.00	
100-7021-5721-00	AT&T MOBILITY	Phone Lines - EOC/PS 5/2 - 6/1/26	06/30/2026	79599	313.98	
100-7021-5721-00	AT&T MOBILITY	Phone Lines - EOC/PS 6/2 - 7/1/26	06/30/2026	79751	132.95	
		Vendor Subtotal:			446.93	
100-7021-5721-00	REMOTE SATELLITE SYSTEMS I	Satellite Phones - Jul '26	06/30/2026	79621	268.00	
		Vendor Subtotal:			268.00	
100-7021-5721-00	US BANK	IS-6901 Starlink - CH/PS/VOP	06/30/2026	79781	1,060.00	
		Vendor Subtotal:			1,060.00	
100-7021-6120-00	US BANK	PS-3241 OpenAI - Monthly	06/30/2026	79781	20.00	
		Vendor Subtotal:			20.00	
100-7021-6160-00	ON DUTY UNIFORMS	Cert Uniforms	06/30/2026	79769	3,843.28	
		Vendor Subtotal:			3,843.28	
100-7021-6160-00	US BANK	PS-3241 Supplies	06/30/2026	79781	309.95	
100-7021-6160-00	US BANK	IS-6901 DirectTV - EOC/PS	06/30/2026	79781	220.98	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
100-7021-6160-00	US BANK	PS-8271 Ralphs - EOC-IMT Training	06/30/2026	79781	180.12	
		Vendor Subtotal:			711.05	
100-7021-6160-01	US BANK	PS-4213 Paragon Print Systems - VOF	06/30/2026	79781	116.32	
		Vendor Subtotal:			116.32	
100-7054-5100-00	GOVERNMENTAL FINANCIAL SI	CPA Svcs - WF Grant Closeout - Jun ';	06/30/2026	79708	825.00	000004320
		Vendor Subtotal:			825.00	
100-7054-5100-00	HINDERLITER DE LLAMAS & A!	Sales Tax/Audit Svcs - Q4/2025 (Apr-.	06/30/2026	79681	2,306.39	000003107
		Vendor Subtotal:			2,306.39	
100-7054-5100-01	QUINTO CONSULTING LP	City Treasurer Svcs - Apr to May '26	06/30/2026	79620	4,400.00	000003670
		Vendor Subtotal:			4,400.00	
100-7054-5117-00	SOLID WASTE SOLUTIONS INC	Film Permits - Jun '26	06/30/2026	79623	27,835.03	000004067
		Vendor Subtotal:			27,835.03	
100-7054-5300-00	US BANK	AS-6486 CSMFO - Capital Asset Web	06/30/2026	79781	195.00	
		Vendor Subtotal:			195.00	
100-7054-5330-00	INTERNATIONAL CITY/COUNTY	1143733 - ICMA Renewal FY 26/27 R	07/07/2026	79583	200.00	
		Vendor Subtotal:			200.00	
100-7054-5330-00	US BANK	AS-6486 MMASC - Membership Acc	06/30/2026	79781	125.00	
		Vendor Subtotal:			125.00	
100-7054-6160-00	US BANK	AS-6486 Amazon - Headphones Acco	06/30/2026	79781	129.34	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			129.34	
100-7058-5100-00	ERGO SOLUTION INC	Ergonomic Evaluations (2) 7/9/26	06/30/2026	79792	1,100.00	
		Vendor Subtotal:			1,100.00	
100-7058-5107-00	APPLEONE	Temp Staff - S. Butler 4/18/26	06/30/2026	79674	1,521.60	
		Vendor Subtotal:			1,521.60	
100-7058-5300-00	DENISE ROMO	FY 25/26 Tuition Reimbursement	06/30/2026	79800	2,500.00	
		Vendor Subtotal:			2,500.00	
100-7058-5300-00	US BANK	HR-3834 HR Training Expenses Admi	06/30/2026	79781	714.29	
100-7058-5300-00	US BANK	HR-5582 CALPERS - Path for Wome	06/30/2026	79781	169.00	
		Vendor Subtotal:			883.29	
100-7058-5320-00	PAIGE S APAR	Fingerprinting - New Employees (8)	06/30/2026	79737	440.00	
		Vendor Subtotal:			440.00	
100-7058-5320-00	US BANK	CM-1480 LinkedIn - Recruitment Ads	06/30/2026	79781	235.83	
100-7058-5320-00	US BANK	HR-5582 Alfreds - Interview Panel PV	06/30/2026	79781	22.50	
100-7058-5320-00	US BANK	HR-3834 Recruitment Expenses	06/30/2026	79781	363.44	
		Vendor Subtotal:			621.77	
100-7058-6160-00	US BANK	HR-5582 CalChamber - '26 Minimum	06/30/2026	79781	91.98	
100-7058-6160-00	US BANK	HR-3834 Office Supplies	06/30/2026	79781	602.21	
100-7058-6160-00	US BANK	HR-5582 V's Restaurant - HR Meetin	06/30/2026	79781	91.51	
		Vendor Subtotal:			785.70	
100-7058-6170-00	CARRIE RIOS	Reimb - Staff Event Snacks 7/1/26	07/07/2026	79590	147.69	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			147.69	
100-7058-6170-00	US BANK	HR-3834 Costco/Whole Foods - Wellr	06/30/2026	79781	132.69	
		Vendor Subtotal:			132.69	
100-7059-4212-00	CalPERS Health	PR 16.07.2026 Health Insur-ER Share	07/23/2026	0	33,967.28	
		Vendor Subtotal:			33,967.28	
100-7059-4218-00	CalPERS Retirement	FY 26-27 CalPERS Unfunded Accruec	07/23/2026	0	955,284.00	
		Vendor Subtotal:			955,284.00	
100-7059-5210-00	LOS ANGELES COUNTY TAX CO	FY 26/27 Unsecured Property Tax - Tc	07/07/2026	79586	240.36	
		Vendor Subtotal:			240.36	
100-7059-5210-00	PUBLIC AGENCY RETIREMENT	PARS Admin Fee - Mar '26	06/30/2026	79770	338.97	
100-7059-5210-00	PUBLIC AGENCY RETIREMENT	PARS Admin Fee - Apr '26	06/30/2026	79770	337.03	
100-7059-5210-00	PUBLIC AGENCY RETIREMENT	PARS Admin Fee - May '26	06/30/2026	79770	342.14	
		Vendor Subtotal:			1,018.14	
100-7059-5210-00	CalPERS Health	PR 16.07.2026 Health Insur-Admin Fe	07/23/2026	0	31.01	
100-7059-5210-00	CalPERS Health	PR 16.07.2026 Health Insur-Admin Fe	07/23/2026	0	163.19	
		Vendor Subtotal:			194.20	
100-7059-5510-00	CALIFORNIA JPIA	FY 26/27 Liability & Worker's Comp I	07/07/2026	79581	1,467,255.00	000004733
		Vendor Subtotal:			1,467,255.00	
100-7059-5640-00	ARC DOCUMENT SOLUTIONS LI	HP Pagewide XL4100 MFP Maint Kit	06/30/2026	79702	285.00	000004716
100-7059-5640-00	ARC DOCUMENT SOLUTIONS LI	Machine Repair HP Z6 5/11/26	06/30/2026	79702	285.00	000004708
100-7059-5640-00	ARC DOCUMENT SOLUTIONS LI	Machine Repair HP Z6 6/1/26	06/30/2026	79702	490.00	000004708
100-7059-5640-00	ARC DOCUMENT SOLUTIONS LI	HP Pagewide XL4100MFP Maint Kits	06/30/2026	79702	1,408.55	000004716

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			2,468.55	
100-7059-5640-00	EXCEL OFFICE SERVICES	Copier Maint 5/17 - 6/16/26	06/30/2026	79678	745.73	
		Vendor Subtotal:			745.73	
100-7059-5640-00	XEROX CORPORATION	CDD - Xerox Meter Read C8230H2 5/	06/30/2026	79700	24.05	
		Vendor Subtotal:			24.05	
100-7059-5720-00	ACCESS INFORMATION INTERM	Offsite Records Svcs - Jun '26	06/30/2026	79597	3,729.55	000003532
100-7059-5720-00	ACCESS INFORMATION INTERM	Shred Svcs 6/30/26	06/30/2026	79749	191.10	000003532
		Vendor Subtotal:			3,920.65	
100-7059-5721-00	FRONTIER CALIFORNIA INC	Bluffs Park Wifi 6/17 - 7/16/26	06/30/2026	79680	154.60	
		Vendor Subtotal:			154.60	
100-7059-5721-00	NEXTIVA INC	City Hall Phone Svcs 6/18 - 7/17/26	07/07/2026	79589	5,942.70	000003853
		Vendor Subtotal:			5,942.70	
100-7059-5721-00	T-MOBILE USA INC	Phone/Tablets 5/21 - 6/20/26	06/30/2026	79693	1,508.93	
		Vendor Subtotal:			1,508.93	
100-7059-5721-00	VERIZON WIRELESS SERVICES I	Cell Phone Svc 5/24 - 6/23/26	06/30/2026	79698	5,358.76	
		Vendor Subtotal:			5,358.76	
100-7059-5800-00	US BANK NATIONAL ASSOCIATI	Toshiba Leases 6/15 - 7/15/26	06/30/2026	79694	4,940.60	
		Vendor Subtotal:			4,940.60	
100-7059-5800-00	WILLIAMS SCOTSMAN INC	Temp Office Trailer 6/28 - 7/27/26	07/07/2026	79595	2,844.04	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			2,844.04	
100-7059-5800-00	XEROX CORPORATION	Xerox Lease - PDFK17 - May '26	06/30/2026	79699	80.85	
		Vendor Subtotal:			80.85	
100-7059-6160-00	EARTH PRINT INC	Business Cards - City Staff	06/30/2026	79725	339.56	000004679
		Vendor Subtotal:			339.56	
100-7059-6160-00	STAPLES CONTRACT & COMME	Office Supplies - Non Departmental	06/30/2026	79745	958.18	
100-7059-6160-00	STAPLES CONTRACT & COMME	Office Supplies - Non Departmental	06/30/2026	79745	83.00	
		Vendor Subtotal:			1,041.18	
100-7059-6160-00	US BANK	CM-3100 Amazon - Tea Pot Replacem	06/30/2026	79781	26.45	
100-7059-6160-00	US BANK	IS-6901 Amazon - Toner/Supplies	06/30/2026	79781	3,077.23	
100-7059-6160-00	US BANK	IS-4874 Toner	06/30/2026	79781	1,577.19	
		Vendor Subtotal:			4,680.87	
		Subtotal for Section 1: 100			4,231,437.20	
101-0000-3203-00	BIJAN SHAHMORADI	Ref - Duplicate Payments BP 26-1305	06/30/2026	79743	167.40	
		Vendor Subtotal:			167.40	
101-0000-3210-00	HUNT CUSTOM CONSTRUCTION	Ref - Excavation Permit Incomplete 2	06/30/2026	79734	86.00	
		Vendor Subtotal:			86.00	
101-0000-3410-00	MALIBU JEWISH CENTER & SYI	Ref - Electrical Not Required TN 26-0	06/30/2026	79738	215.00	
		Vendor Subtotal:			215.00	
101-0000-3410-01	BILL HELMAN	Ref - Voided Plan Check IPC 26-0086	06/30/2026	79733	53.75	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			53.75	
101-0000-3411-00	BILL HELMAN	Ref - Voided Plan Check IPC 26-0086	06/30/2026	79733	215.00	
		Vendor Subtotal:			215.00	
101-0000-3412-00	MICHAEL RAPINO	Ref - Routed to Coastal in Error APR 2	06/30/2026	79798	606.00	
		Vendor Subtotal:			606.00	
101-0000-3419-00	BILL HELMAN	Ref - Voided Plan Check IPC 26-0086	06/30/2026	79733	8.09	
		Vendor Subtotal:			8.09	
101-0000-3421-00	FAITH BAXTER	Ref - CEQA Fee Reduction CDP 24-0:	06/30/2026	79721	50.00	
		Vendor Subtotal:			50.00	
101-0000-3421-00	JAMES BRADSHAW	Ref - CEQA Fee Reduction DMW 25-	06/30/2026	79723	50.00	
		Vendor Subtotal:			50.00	
101-0000-3421-00	GEDALIA EASHAK	Ref - Duplicate Payment for Height Cl	06/30/2026	79726	3,499.00	
		Vendor Subtotal:			3,499.00	
101-0000-3421-00	SUSAN ROWTON	Ref - CEQA Fee Reduction APR 24-0:	06/30/2026	79740	50.00	
		Vendor Subtotal:			50.00	
101-0000-3421-00	24515 VANTAGE POINT SYNDIC/	Ref - CEQA Fee Reduction CDP 22-0(	06/30/2026	79747	50.00	
		Vendor Subtotal:			50.00	
101-2001-4202-00	CalPERS Health	PR 16.07.2026 Health Insur-Faggins-/	07/23/2026	0	3,722.71	
		Vendor Subtotal:			3,722.71	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
101-2001-4203-00	BLUE SHIELD OF CALIFORNIA	PR 16.07.2026 Vision Care-Faggins-A	07/23/2026	79777	17.72	
		Vendor Subtotal:			17.72	
101-2001-4204-00	DELTA DENTAL OF CALIFORNIA	PR 16.07.2026 Dental Insur-Faggins-A	07/23/2026	79778	107.11	
		Vendor Subtotal:			107.11	
101-2001-4205-00	STANDARD INSURANCE COMPA	PR 16.07.2026 Additional Life Insur-F	07/23/2026	79779	12.35	
		Vendor Subtotal:			12.35	
101-2001-4213-00	HEALTH AND HUMAN RESOUR(	PR 16.07.2026 Employee Asst-Faggin	07/23/2026	79776	1.39	
		Vendor Subtotal:			1.39	
101-2001-5100-00	4LEAF INC	Planning Svcs - May '26	06/30/2026	79665	24,240.00	000004387
101-2001-5100-00	4LEAF INC	Planning Svcs - Jun '26	06/30/2026	79665	23,750.00	000004387
		Vendor Subtotal:			47,990.00	
101-2001-5100-00	CASSWELL CONSULTING INC	Contract Planning - Jun '26	06/30/2026	79666	14,833.50	000004361
		Vendor Subtotal:			14,833.50	
101-2001-5100-00	CIVIC SOLUTIONS INC	Contract Planning Svcs - Jun '26	06/30/2026	79667	16,018.75	000004413
		Vendor Subtotal:			16,018.75	
101-2001-5100-00	COURTNEY JEAN MCCAMMON	City Proj Biologist - Jun '26	06/30/2026	79704	175.00	000004442
		Vendor Subtotal:			175.00	
101-2001-5100-00	CALIFORNIA COASTAL WORKS	Planning Svcs - May '26	06/30/2026	79706	29.50	000004395
101-2001-5100-00	CALIFORNIA COASTAL WORKS	3700 La Paz - Apr '26	06/30/2026	79706	236.00	000004397
101-2001-5100-00	CALIFORNIA COASTAL WORKS	Planning Svcs - Apr '26	06/30/2026	79706	206.50	000004395
101-2001-5100-00	CALIFORNIA COASTAL WORKS	3700 La Paz - May '26	06/30/2026	79706	3,245.00	000004397
101-2001-5100-00	CALIFORNIA COASTAL WORKS	Planning Svcs - Jan '26	06/30/2026	79706	118.00	000004395

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
101-2001-5100-00	CALIFORNIA COASTAL WORKS	Planning Svcs - Feb '26	06/30/2026	79706	147.50	000004395
101-2001-5100-00	CALIFORNIA COASTAL WORKS	Planning Svcs - Mar '26	06/30/2026	79706	4,200.50	000004395
			Vendor Subtotal:		8,183.00	
101-2001-5100-00	ALLISON COOK	Planning Svcs - Jun '26	06/30/2026	79668	7,920.00	000004394
			Vendor Subtotal:		7,920.00	
101-2001-5100-00	CSG CONSULTANTS INC	Contract Planning Svc 4/25 - 5/29/26	06/30/2026	79676	5,379.50	000004418
101-2001-5100-00	CSG CONSULTANTS INC	Contract Planning Svc 5/30 - 6/30/26	06/30/2026	79676	9,744.00	000004418
			Vendor Subtotal:		15,123.50	
101-2001-5100-00	LORRIE FEINBERG	DB Updates - Planning - Jun '26	06/30/2026	79671	2,769.99	000004147
			Vendor Subtotal:		2,769.99	
101-2001-5100-00	MARINA SEK	Contract Planning - Jun '26	06/30/2026	79691	9,702.88	000004360
			Vendor Subtotal:		9,702.88	
101-2001-5100-01	COURTNEY JEAN MCCAMMON	Contract Biologist - Jun '26	06/30/2026	79704	9,584.00	000004442
			Vendor Subtotal:		9,584.00	
101-2001-5210-00	LA COUNTY REGISTRAR-RECOR	CEQA Filing - Citywide Project - ZTA	06/30/2026	79735	25.00	
			Vendor Subtotal:		25.00	
101-2001-5300-00	COURTNEY BROWN	Reimb - Meals CA Coastal Commissic	06/30/2026	79724	16.80	
			Vendor Subtotal:		16.80	
101-2001-5300-00	GAIL DUNCAN	FY 25/26 Tuition Reimbursement	06/30/2026	79790	61.72	
			Vendor Subtotal:		61.72	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
101-2001-5300-00	TYLER EATON	Reimb - Meals Ca Coastal Commissio	06/30/2026	79727	126.13	
		Vendor Subtotal:			126.13	
101-2001-5300-00	GOVEXEC HOLDINGS LLC	AI Leadership Academy - Deputy CD	06/30/2026	79760	750.00	
		Vendor Subtotal:			750.00	
101-2001-5340-00	TYLER EATON	Reimb - Mileage Ca Coastal Commiss	06/30/2026	79727	189.95	
		Vendor Subtotal:			189.95	
101-2001-5401-00	13 STARS MEDIA	Legal Notice - Public Hearing 4/30 &	06/30/2026	79717	116.28	
101-2001-5401-00	13 STARS MEDIA	Legal Notice - Public Hearing 21-Day	06/30/2026	79717	102.42	
101-2001-5401-00	13 STARS MEDIA	Legal Notice - Public Hearing 10-Day	06/30/2026	79717	156.66	
101-2001-5401-00	13 STARS MEDIA	Legal Notice - Public Hearing 21-Day	06/30/2026	79717	134.64	
101-2001-5401-00	13 STARS MEDIA	Legal Notice - Public Hearing 5/7/26	06/30/2026	79717	143.82	
101-2001-5401-00	13 STARS MEDIA	Legal Notice - Public Hearing 5/21/26	06/30/2026	79717	134.64	
101-2001-5401-00	13 STARS MEDIA	Legal Notice - Public Hearing 4/23/26	06/30/2026	79717	141.52	
		Vendor Subtotal:			929.98	
101-2001-5401-00	EARTH PRINT INC	Public Notice Postcard Mailings	06/30/2026	79725	510.31	000004679
101-2001-5401-00	EARTH PRINT INC	Public Notice Postcard Mailings	06/30/2026	79725	361.23	000004679
		Vendor Subtotal:			871.54	
101-2001-6120-00	US BANK	CDD-5265 Zoom - Monthly	06/30/2026	79781	16.71	
		Vendor Subtotal:			16.71	
101-2001-6160-00	STAPLES CONTRACT & COMME	Office Supplies - Planning	06/30/2026	79745	86.24	
		Vendor Subtotal:			86.24	
101-2001-6160-00	US BANK	CDD-7736 Amazon - Supplies	06/30/2026	79781	29.90	
		Vendor Subtotal:			29.90	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
101-2001-6400-00	US BANK	CDD-0241 Land's End - Logo Set Up	06/30/2026	79781	31.98	
		Vendor Subtotal:			31.98	
101-2004-4203-00	BLUE SHIELD OF CALIFORNIA	PR 16.07.2026 Vision Care-Medrano-,	07/23/2026	79777	-9.68	
		Vendor Subtotal:			-9.68	
101-2004-5100-00	COTTON SHIRES & ASSOCIATES	Geo/Coastal Engr - Jun '26	06/30/2026	79669	764.00	000004314
101-2004-5100-00	COTTON SHIRES & ASSOCIATES	Geo/Coastal Engr Counter Hours - Jun	06/30/2026	79669	64,128.25	000004314
101-2004-5100-00	COTTON SHIRES & ASSOCIATES	Geotech Reviews - Jun '26	06/30/2026	79669	27,802.12	000004314
101-2004-5100-00	COTTON SHIRES & ASSOCIATES	Coastal Engr Reviews - Jun '26	06/30/2026	79669	630.00	000004314
101-2004-5100-00	COTTON SHIRES & ASSOCIATES	EH Counter Hours - Jun '26	06/30/2026	79669	39,963.00	000004314
101-2004-5100-00	COTTON SHIRES & ASSOCIATES	Misc Planning Svcs - Jun '26	06/30/2026	79755	668.50	000004314
		Vendor Subtotal:			133,955.87	
101-2004-5100-00	LORRIE FEINBERG	DB Updates - Building Safety - Jun '2(	06/30/2026	79671	9,438.76	000004147
		Vendor Subtotal:			9,438.76	
101-2004-5100-00	KIMLEY-HORN AND ASSOC INC	Dark Sky Program - Jun '26	06/30/2026	79672	600.00	000004338
		Vendor Subtotal:			600.00	
101-2004-5100-00	TRUE NORTH COMPLIANCE SEF	Plan Check - May '26	06/30/2026	79673	29,008.67	000004319
101-2004-5100-00	TRUE NORTH COMPLIANCE SEF	In House Plan Check Engr - May '26	06/30/2026	79673	7,280.00	000004319
101-2004-5100-00	TRUE NORTH COMPLIANCE SEF	Plan Check - Jun '26	06/30/2026	79673	34,121.11	000004319
101-2004-5100-00	TRUE NORTH COMPLIANCE SEF	In House Plan Check Engr - Jun '26	06/30/2026	79673	10,010.00	000004319
101-2004-5100-00	TRUE NORTH COMPLIANCE SEF	Bldg Official - Jun '26	06/30/2026	79774	24,335.00	000004319
		Vendor Subtotal:			104,754.78	
101-2004-5100-00	BUREAU VERITAS NORTH AMEI	Onsite Plans Examiner - Jun '26	06/30/2026	79714	15,177.50	000004398
101-2004-5100-00	BUREAU VERITAS NORTH AMEI	Onsite Inspections - Jun '26	06/30/2026	79714	9,425.00	000004398
101-2004-5100-00	BUREAU VERITAS NORTH AMEI	Plan Check - Jun '26	06/30/2026	79714	6,286.10	000004398
101-2004-5100-00	BUREAU VERITAS NORTH AMEI	Onsite Permit Tech - Jun '26	06/30/2026	79714	27,063.00	000004398
		Vendor Subtotal:			57,951.60	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
101-2004-5210-00	DEPT OF CONSERVATION	Strong Motion/Seismic Hazard Mappi	06/30/2026	79789	11,630.49	000004743
		Vendor Subtotal:			11,630.49	
101-2004-5330-00	US BANK	CDD-7736 ICC - Certificate Renewal	06/30/2026	79781	130.00	
		Vendor Subtotal:			130.00	
101-2004-6160-00	STAPLES CONTRACT & COMME	Office Supplies - Bldg Safety	06/30/2026	79745	-106.04	
		Vendor Subtotal:			-106.04	
101-2004-6160-00	US BANK	CDD-7736 Amazon/Michaels - Suppli	06/30/2026	79781	43.99	
		Vendor Subtotal:			43.99	
101-2010-5100-00	COTTON SHIRES & ASSOCIATES	EH Reviews - Jun '26	06/30/2026	79669	21,084.50	000004314
		Vendor Subtotal:			21,084.50	
101-2010-5100-00	LORRIE FEINBERG	DB Updates - Wastewater (EH) - Jun ':	06/30/2026	79671	168.75	000004147
		Vendor Subtotal:			168.75	
101-2012-5100-00	WILLDAN ENGINEERING	Temp Staff - Code Enf Officer 5/31/26	06/30/2026	79716	6,280.00	000004499
		Vendor Subtotal:			6,280.00	
101-2012-6160-00	US BANK	PS-3241 Return - Amazon Whiteboarc	06/30/2026	79781	-374.29	
		Vendor Subtotal:			-374.29	
101-2012-6400-00	ON DUTY UNIFORMS	Code Enf Uniforms	06/30/2026	79769	1,057.59	
		Vendor Subtotal:			1,057.59	
101-3003-5100-00	LORRIE FEINBERG	DB Updates - Clean Water Program (E	06/30/2026	79671	135.00	000004147

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			135.00	
101-3003-5330-00	US BANK	PW-9405 CRRA - Annual (2)	06/30/2026	79781	400.00	
		Vendor Subtotal:			400.00	
		Subtotal for Section 1: 101			491,489.41	
102-3002-5100-01	COURTNEY JEAN MCCAMMON	WF Biologist - Jun '26	06/30/2026	79704	578.00	000004442
		Vendor Subtotal:			578.00	
102-3002-5100-02	4LEAF INC	WF Planning Svcs - May '26	06/30/2026	79665	17,570.00	000004387
102-3002-5100-02	4LEAF INC	WF Planning Svcs - Jun '26	06/30/2026	79665	17,973.20	000004387
		Vendor Subtotal:			35,543.20	
102-3002-5100-02	CASSWELL CONSULTING INC	WF Contract Planning - Jun '26	06/30/2026	79666	1,188.00	000004361
		Vendor Subtotal:			1,188.00	
102-3002-5100-03	COTTON SHIRES & ASSOCIATES	WF Counter Hours - Jun '26	06/30/2026	79669	4,898.00	000003347
102-3002-5100-03	COTTON SHIRES & ASSOCIATES	WF Geotech Reviews - Jun '26	06/30/2026	79669	2,621.00	000003347
102-3002-5100-03	COTTON SHIRES & ASSOCIATES	WF EH Reviews - Jun '26	06/30/2026	79669	3,689.50	000003347
		Vendor Subtotal:			11,208.50	
102-3002-5100-03	TRUE NORTH COMPLIANCE SEF	WF Plan Check - Jun '26	06/30/2026	79673	25,458.61	000004319
102-3002-5100-03	TRUE NORTH COMPLIANCE SEF	WF Plan Check - May '26	06/30/2026	79673	1,570.06	000004319
		Vendor Subtotal:			27,028.67	
102-3002-5100-03	BUREAU VERITAS NORTH AMEI	WF Plan Check - Jun '26	06/30/2026	79714	419.25	000004398
		Vendor Subtotal:			419.25	
102-3002-5100-04	LEMOINE SERVICES HOLDINGS	Task 3: Woolsey Fire FEMA PA - Jun '	06/30/2026	79606	26,413.00	000004689

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			26,413.00	
102-3102-5100-00	BEST BEST & KRIEGER LLP	Fire Disaster Response - May '26	06/30/2026	79600	2,468.40	000004588
		Vendor Subtotal:			2,468.40	
102-3102-5100-00	TRIPEPI SMITH & ASSOCIATES	Palisades Fire Communication Svcs - .	06/30/2026	79624	2,782.25	000004457
		Vendor Subtotal:			2,782.25	
102-3102-5100-02	4LEAF INC	PF Planning Svcs - Feb '26	06/30/2026	79665	1,750.00	000004740
102-3102-5100-02	4LEAF INC	PF Load Shift - Feb '26	06/30/2026	79665	25,680.00	000004740
102-3102-5100-02	4LEAF INC	PF Load Shift - Mar '26	06/30/2026	79665	28,000.00	000004740
102-3102-5100-02	4LEAF INC	PF Planning Svcs - Jan '26	06/30/2026	79665	11,410.00	000004740
102-3102-5100-02	4LEAF INC	PF Planning Svcs - Feb '26	06/30/2026	79665	27,360.00	000004740
102-3102-5100-02	4LEAF INC	PF Planning Svcs - Apr '26	06/30/2026	79665	28,440.00	000004740
102-3102-5100-02	4LEAF INC	PF Load Shift - Apr '26	06/30/2026	79665	31,480.00	000004740
102-3102-5100-02	4LEAF INC	PF Load Shift - Mar '26	06/30/2026	79665	31,560.00	000004740
102-3102-5100-02	4LEAF INC	PF Planning Svcs - Mar '26	06/30/2026	79665	28,980.00	000004740
102-3102-5100-02	4LEAF INC	PF Planning Svcs - Apr '26	06/30/2026	79665	1,120.00	000004740
102-3102-5100-02	4LEAF INC	PF Load Shift - Dec '25	06/30/2026	79665	34,000.00	000004740
102-3102-5100-02	4LEAF INC	PF Load Shift - Jan '26	06/30/2026	79665	31,160.00	000004740
102-3102-5100-02	4LEAF INC	PF Planning Svcs - Jan '26	06/30/2026	79665	25,740.00	000004740
102-3102-5100-02	4LEAF INC	HCD Recovery Grant V. Mota - Jun '2	06/30/2026	79665	27,360.00	000004714
102-3102-5100-02	4LEAF INC	HCD Recovery Grant V. Mota - May '	06/30/2026	79665	25,920.00	000004714
102-3102-5100-02	4LEAF INC	PF Planning Svcs - May '26	06/30/2026	79665	24,840.00	000004740
102-3102-5100-02	4LEAF INC	PF Planning Svcs - Dec '25	06/30/2026	79665	26,640.00	000004740
102-3102-5100-02	4LEAF INC	PF Planning Svcs - Dec '25	06/30/2026	79665	10,500.00	000004740
		Vendor Subtotal:			421,940.00	
102-3102-5100-02	CASSWELL CONSULTING INC	PF Planning Svcs - May '26	06/30/2026	79666	1,026.00	000004690
102-3102-5100-02	CASSWELL CONSULTING INC	PF Planning Svcs - Feb '26	06/30/2026	79666	1,908.00	000004690
102-3102-5100-02	CASSWELL CONSULTING INC	PF Planning Svcs - Jun '26	06/30/2026	79753	1,980.00	000004690
		Vendor Subtotal:			4,914.00	
102-3102-5100-02	COURTNEY JEAN MCCAMMON	PF Biology Reviews - Jun '26	06/30/2026	79754	660.00	000004702

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			660.00	
102-3102-5100-02	CALIFORNIA COASTAL WORKS	PF Recovery/Rebuild Planning Svcs 5.	06/30/2026	79675	24,621.00	000004718
		Vendor Subtotal:			24,621.00	
102-3102-5100-02	INTERWEST CONSULTING GROI	PF Planning Load Shift - Apr '26	06/30/2026	79682	9,603.75	000004729
102-3102-5100-02	INTERWEST CONSULTING GROI	PF Planning Svcs - Apr '26	06/30/2026	79682	7,110.00	000004729
102-3102-5100-02	INTERWEST CONSULTING GROI	PF Planning Svcs Load Shift - May '2(	06/30/2026	79682	10,432.50	000004729
102-3102-5100-02	INTERWEST CONSULTING GROI	PF Planning Svcs - May '26	06/30/2026	79682	8,505.00	000004729
102-3102-5100-02	INTERWEST CONSULTING GROI	PF Planning Svcs Load Shift - Jun '26	06/30/2026	79761	5,167.50	000004729
102-3102-5100-02	INTERWEST CONSULTING GROI	PF Planning Svcs - Jun '26	06/30/2026	79761	5,805.00	000004729
		Vendor Subtotal:			46,623.75	
102-3102-5100-02	LORRIE FEINBERG	Palisades Fire Data Mgmt - May '26	06/30/2026	79683	6,825.00	000004681
		Vendor Subtotal:			6,825.00	
102-3102-5100-02	MICHAEL BAKER INTERNATIOI	PF Recovery Contract Planning - Apr '	06/30/2026	79686	24,686.25	000004707
102-3102-5100-02	MICHAEL BAKER INTERNATIOI	PF Recovery Contract Planning - May	06/30/2026	79686	17,400.00	000004707
102-3102-5100-02	MICHAEL BAKER INTERNATIOI	PF Recovery Contract Planning - Jun '	06/30/2026	79766	23,272.50	000004707
		Vendor Subtotal:			65,358.75	
102-3102-5100-02	MARINA SEK	Palisades Fire Contract Planning - Ma	06/30/2026	79691	14,950.00	000004682
102-3102-5100-02	MARINA SEK	Palisades Fire Contract Planning - Jun	06/30/2026	79773	14,575.00	000004682
		Vendor Subtotal:			29,525.00	
102-3102-5100-03	4LEAF INC	PF Geotech Reviews - Dec '25	06/30/2026	79665	100,348.60	000004740
102-3102-5100-03	4LEAF INC	PF Geotech Reviews 11/24 - 11/26/25	06/30/2026	79665	22,000.00	000004740
		Vendor Subtotal:			122,348.60	
102-3102-5100-03	FOX ONSITE SOLUTIONS INC	PF Recovery Efforts EH Reviews - Ma	06/30/2026	79679	30,340.00	000004691
102-3102-5100-03	FOX ONSITE SOLUTIONS INC	PF Recovery Effort EH Reviews - Ma	06/30/2026	79679	24,605.00	000004691
102-3102-5100-03	FOX ONSITE SOLUTIONS INC	PF Recovery Effort EH Reviews - Jun	06/30/2026	79758	27,675.00	000004691

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			82,620.00	
102-3102-5100-03	MOFFATT & NICHOL	PF Recovery Coastal Engr Review - M	06/30/2026	79688	13,307.50	000004722
102-3102-5100-03	MOFFATT & NICHOL	PF Recovery Coastal Engr Review 11/	06/30/2026	79768	2,295.00	000004722
102-3102-5100-03	MOFFATT & NICHOL	PF Recovery Coastal Engr Review - Ju	06/30/2026	79768	16,744.53	000004722
		Vendor Subtotal:			32,347.03	
102-3102-5100-03	RINCON CONSULTANTS INC	PF Response & Recovery - Apr '26	06/30/2026	79689	9,409.75	000004717
102-3102-5100-03	RINCON CONSULTANTS INC	PF Response & Recovery - Jun '26	06/30/2026	79772	19,031.75	000004717
102-3102-5100-03	RINCON CONSULTANTS INC	PF Response & Recovery - May '26	06/30/2026	79772	13,442.50	000004717
		Vendor Subtotal:			41,884.00	
102-3102-5100-03	TRUE NORTH COMPLIANCE SEF	PF Building Official - Jan '26	06/30/2026	79712	5,115.00	000004713
102-3102-5100-03	TRUE NORTH COMPLIANCE SEF	PF Plan Check - Jan '26	06/30/2026	79712	193,611.13	000004713
102-3102-5100-03	TRUE NORTH COMPLIANCE SEF	PF Building Official - Apr '26	06/30/2026	79712	24,877.50	000004713
102-3102-5100-03	TRUE NORTH COMPLIANCE SEF	PF Plan Check - Apr '26	06/30/2026	79712	102,243.96	000004713
102-3102-5100-03	TRUE NORTH COMPLIANCE SEF	PF Plan Check - May '26	06/30/2026	79712	104,950.13	000004713
102-3102-5100-03	TRUE NORTH COMPLIANCE SEF	PF Plan Check Engr - May '26	06/30/2026	79712	3,120.00	000004713
102-3102-5100-03	TRUE NORTH COMPLIANCE SEF	PF Building Official - May '26	06/30/2026	79712	22,630.00	000004713
		Vendor Subtotal:			456,547.72	
102-3102-5100-03	BUREAU VERITAS NORTH AMEI	PF Plan Check - Feb '26	06/30/2026	79714	10,595.00	000004721
102-3102-5100-03	BUREAU VERITAS NORTH AMEI	PF Plan Check - Mar '26	06/30/2026	79714	3,120.00	000004721
102-3102-5100-03	BUREAU VERITAS NORTH AMEI	PF Plan Check 11/24 - 11/30/25	06/30/2026	79714	3,120.00	000004721
102-3102-5100-03	BUREAU VERITAS NORTH AMEI	Palisades Fire Onsite Plans Exam 11/1	06/30/2026	79714	12,805.00	000004456
102-3102-5100-03	BUREAU VERITAS NORTH AMEI	PF Inspections 11/24 - 11/30/25	06/30/2026	79714	260.00	000004721
102-3102-5100-03	BUREAU VERITAS NORTH AMEI	Palisades Fire Inspections 11/1 - 11/23	06/30/2026	79714	520.00	000004456
102-3102-5100-03	BUREAU VERITAS NORTH AMEI	PF Plan Check - Dec '25	06/30/2026	79714	20,930.00	000004721
102-3102-5100-03	BUREAU VERITAS NORTH AMEI	PF Inspections - Dec '25	06/30/2026	79714	845.00	000004721
102-3102-5100-03	BUREAU VERITAS NORTH AMEI	PF Plan Check - Jan '26	06/30/2026	79714	8,580.00	000004721
		Vendor Subtotal:			60,775.00	
102-3102-5100-04	LEMOINE SERVICES HOLDINGS	Task 2: PF FEMA PA Support - Jun '2(	06/30/2026	79606	142.50	000004689
102-3102-5100-04	LEMOINE SERVICES HOLDINGS	Task 5: HMGP Code Enf - Jun '26	06/30/2026	79606	3,997.50	000004689

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			4,140.00	
102-3102-5100-04	YEH AND ASSOCIATES INC	Palisades Fire Big Rock Mesa AD 98-	06/30/2026	79701	32,051.88	000003612
		Vendor Subtotal:			32,051.88	
102-3102-5107-00	COUNTY OF SONOMA DEPT OF	Sonoma - 2025 Palisades Fire Mutual.	06/30/2026	79707	5,465.60	000004742
102-3102-5107-00	COUNTY OF SONOMA DEPT OF	Sonoma - 2025 Palisades Fire Mutual.	06/30/2026	79707	5,532.94	000004742
		Vendor Subtotal:			10,998.54	
102-3102-5107-00	TULARE COUNTY OFFICE OF EM	County of Tulare - 2025 Palisades Fire	06/30/2026	79697	735.68	
		Vendor Subtotal:			735.68	
102-3102-5300-00	COUNTY OF SONOMA DEPT OF	Sonoma - 2025 Palisades Fire Mutual.	06/30/2026	79707	542.99	000004742
102-3102-5300-00	COUNTY OF SONOMA DEPT OF	Sonoma - 2025 Palisades Fire Mutual.	06/30/2026	79707	2,048.80	000004742
		Vendor Subtotal:			2,591.79	
102-3102-5300-00	TULARE COUNTY OFFICE OF EM	County of Tulare - 2025 Palisades Fire	06/30/2026	79697	1,309.83	
		Vendor Subtotal:			1,309.83	
102-3102-5640-00	XEROX CORPORATION	Rebuild Ctr - Xerox Meter Read C825	06/30/2026	79700	98.84	
		Vendor Subtotal:			98.84	
102-3102-5710-00	WAVE ENTERPRISES INC	Rebuild Ctr Rent - Aug '26	07/07/2026	79594	15,711.98	000004447
		Vendor Subtotal:			15,711.98	
102-9207-5100-00	FILIPPIN ENGINEERING INC	Task 3: Latigo Cyn Retaining Walls -	06/30/2026	79757	1,048.00	000004488
		Vendor Subtotal:			1,048.00	
102-9207-5100-00	M6 CONSULTING INC	Task 1: Latigo Canyon Retaining Wall	06/30/2026	79685	7,409.50	000004738

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			7,409.50	
102-9207-5100-00	TOM MALLOY CORPORATION	Temp Shoring Plates - Latigo Cyn 5/2	06/30/2026	79695	1,848.00	
		Vendor Subtotal:			1,848.00	
102-9216-5100-00	THE ADJUL CORPORATION	Westward Beach Rd Embankment Rep	06/30/2026	79750	348,655.23	000004744
		Vendor Subtotal:			348,655.23	
102-9216-5100-00	COURTNEY JEAN MCCAMMON	Westward Beach Rd Embankment - Ju	06/30/2026	79754	19,800.00	000004726
		Vendor Subtotal:			19,800.00	
102-9216-5100-00	M6 CONSULTING INC	Westward Beach Road Drainage Repa	06/30/2026	79685	585.00	000003805
		Vendor Subtotal:			585.00	
102-9223-5100-00	FILIPPIN ENGINEERING INC	Task 1.1: Big Rock Drainage - Throug	06/30/2026	79757	1,965.00	000004505
		Vendor Subtotal:			1,965.00	
102-9223-5100-00	KIMLEY-HORN AND ASSOC INC	Task 2: Fire Recovery Big Rock Disch	06/30/2026	79672	36,585.00	000004683
102-9223-5100-00	KIMLEY-HORN AND ASSOC INC	Task 2: Fire Recovery Big Rock Disch	06/30/2026	79672	15,672.50	000004683
		Vendor Subtotal:			52,257.50	
102-9223-5100-00	VIDO ARTUKOVICH & SON INC/	Palisades Fire - Big Rock Drainage Re	06/30/2026	79715	691,125.00	000004551
102-9223-5100-00	VIDO ARTUKOVICH & SON INC/	Palisades Fire - Big Rock Drainage Re	06/30/2026	79715	531,525.00	000004551
		Vendor Subtotal:			1,222,650.00	
102-9227-5100-00	ANAWALT LUMBER CO INC	Las Flores - Doggy Bag Posts	06/30/2026	79628	173.46	
		Vendor Subtotal:			173.46	
102-9227-5100-00	NATIONAL CONSTRUCTION REI	Las Flores Temp Fence 6/20 - 6/30/26	06/30/2026	79653	74.94	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			74.94	
		Subtotal for Section 1: 102			3,228,724.29	
103-0000-3505-02	TESSA NEELEY	Ref - Parking Rental Denial 6/27/26	06/30/2026	79797	255.00	
103-0000-3505-02	TESSA NEELEY	Ref - Parking Rental Denial 6/27/26	06/30/2026	79797	250.00	
		Vendor Subtotal:			505.00	
103-9050-5100-00	PACIFIC COAST ELEVATOR COR	City Hall Elevator/Lift Maint 7/1 - 9/3	07/07/2026	79580	866.40	000003836
		Vendor Subtotal:			866.40	
103-9050-5100-00	ENHANCED LANDSCAPE MANA	City Hall Landscape Maint - Jun '26	06/30/2026	79677	1,094.81	000004317
		Vendor Subtotal:			1,094.81	
103-9050-5100-00	ULTIMATE MAINTENANCE SER	City Hall - Sunday Cleaning 6/28/26	06/30/2026	79806	200.00	
		Vendor Subtotal:			200.00	
103-9050-5210-00	US BANK	FY 26/27 Admin Fee COP 2015 B	07/07/2026	79593	599.00	
		Vendor Subtotal:			599.00	
103-9050-5610-00	ACME VALLEY SECURITY SERV	Quarterely Alarm Monitoring - Jun to .	07/07/2026	79579	1,362.00	
		Vendor Subtotal:			1,362.00	
103-9050-5610-00	ANIMAL & INSECT PEST MANA	City Hall - Roach Treatment 6/7/26	06/30/2026	79783	1,495.00	
		Vendor Subtotal:			1,495.00	
103-9050-5610-00	BEAR CONTRACTORS INC	City Hall - Fire Hydrant Flow Test	06/30/2026	79722	850.00	
		Vendor Subtotal:			850.00	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
103-9050-5610-00	DEPARTMENT OF INDUSTRIAL I	City Hall Elevator Annual Inspection (	06/30/2026	79607	225.00	
103-9050-5610-00	DEPARTMENT OF INDUSTRIAL I	City Hall Wheelchair Lift Annual Insp	06/30/2026	79670	125.00	
		Vendor Subtotal:			350.00	
103-9050-5610-00	ENHANCED LANDSCAPE MANA	City Hall - Plant Installation	06/30/2026	79791	2,450.00	
103-9050-5610-00	ENHANCED LANDSCAPE MANA	City Hall - Irrigation Repairs	06/30/2026	79791	702.90	
		Vendor Subtotal:			3,152.90	
103-9050-5610-00	HD SUPPLY INC	City Hall - Paper Towel Dispenser	06/30/2026	79732	75.70	
		Vendor Subtotal:			75.70	
103-9050-5610-00	MASTER COOLING CORPORATI(	HVAC Repair	06/30/2026	79739	2,116.15	
		Vendor Subtotal:			2,116.15	
103-9050-5610-00	US BANK	PW-7465 Amazon - Supplies	06/30/2026	79781	175.18	
		Vendor Subtotal:			175.18	
103-9050-5723-00	LA CO MALIBU TREASURER-WA	Water - City Hall 5/6-7/7/26 Acct#291	06/30/2026	79736	1,849.02	
		Vendor Subtotal:			1,849.02	
103-9050-6160-00	HD SUPPLY INC	City Hall - Janitorial Supplies	06/30/2026	79732	443.92	
103-9050-6160-00	HD SUPPLY INC	City Hall - Restroom Supplies	06/30/2026	79732	244.74	
		Vendor Subtotal:			688.66	
103-9050-6160-00	US BANK	PW-9093 Anawalt - Supplies	06/30/2026	79781	49.57	
103-9050-6160-00	US BANK	PW-7465 Amazon - Supplies	06/30/2026	79781	323.96	
		Vendor Subtotal:			373.53	
103-9050-6300-00	US BANK	PW-7465 Amazon - Tools	06/30/2026	79781	10.90	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			10.90	
		Subtotal for Section 1: 103			15,764.25	
105-9088-5100-00	FREDERICK FISHER & PARTNER	Community Lands Heathercliff - May	06/30/2026	79759	6,062.50	000004656
		Vendor Subtotal:			6,062.50	
105-9088-5127-00	LA CO AGRICULTURAL COMMIS	Weed Abatement - Ioki Lot 3/16-3/17/	06/30/2026	79645	5,294.84	
105-9088-5127-00	LA CO AGRICULTURAL COMMIS	Weed Abatement - Ioki Lot Fire Medi	06/30/2026	79645	2,383.00	
		Vendor Subtotal:			7,677.84	
		Subtotal for Section 1: 105			13,740.34	
203-3009-5145-00	RTW MANAGEMENT	Dial-A-Ride - Jun '26	06/30/2026	79802	46,880.00	000004433
		Vendor Subtotal:			46,880.00	
		Subtotal for Section 1: 203			46,880.00	
207-0000-3311-00	UNIVERSAL WASTE SYSTEMS	Ref- UWS Solid Waste Surcharge Ove	06/30/2026	79713	154.04	
207-0000-3311-00	UNIVERSAL WASTE SYSTEMS	Ref- UWS Solid Waste Surcharge Ove	06/30/2026	79713	275.50	
207-0000-3311-00	UNIVERSAL WASTE SYSTEMS	Re - UWS Solid Waste Surcharge Ove	06/30/2026	79713	239.24	
207-0000-3311-00	UNIVERSAL WASTE SYSTEMS	Ref- UWS Solid Waste Surcharge Ove	06/30/2026	79713	240.70	
207-0000-3311-00	UNIVERSAL WASTE SYSTEMS	Ref- UWS Solid Waste Surcharge Ove	06/30/2026	79713	308.24	
		Vendor Subtotal:			1,217.72	
207-3004-5100-00	HOMEBOY RECYCLING A CA SC	E-Waste Svcs 6/20/26	06/30/2026	79611	3,148.38	000004598
		Vendor Subtotal:			3,148.38	
207-3004-5100-00	SOLID WASTE SOLUTIONS INC	Report/Hazardous Waste/Hauler/AB 9	06/30/2026	79692	6,613.50	000004074
207-3004-5100-00	SOLID WASTE SOLUTIONS INC	SB 1383 - Jun '26	06/30/2026	79692	5,205.20	000004074

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			11,818.70	
207-3004-5100-01	SOLID WASTE SOLUTIONS INC	Dumpster Lid Enforcement - Jun '26	06/30/2026	79692	4,611.00	000004074
		Vendor Subtotal:			4,611.00	
207-3004-5401-00	13 STARS MEDIA	Legal Notice - Public Hearing 5/28 &	06/30/2026	79717	116.28	
		Vendor Subtotal:			116.28	
207-3004-6160-00	ANDY GUMP INC	Enviro Event Toilet Rental 6/19 - 6/23.	06/30/2026	79598	114.98	
		Vendor Subtotal:			114.98	
		Subtotal for Section 1: 207			21,027.06	
215-7070-5931-01	MALIBU COMMUNITY LABOR E	CDBG Day Labor Exchange - Jun '26	06/30/2026	79765	661.00	000004614
		Vendor Subtotal:			661.00	
		Subtotal for Section 1: 215			661.00	
290-6002-5100-00	30 THREE SIXTY PUBLIC FINAN	AD 98-1 Big Rock - Admin Svcs 5/1 -	06/30/2026	79748	2,964.03	000003903
290-6002-5100-00	30 THREE SIXTY PUBLIC FINAN	AD 98-1 Big Rock - Admin Svcs - Ap	06/30/2026	79748	820.00	000003903
		Vendor Subtotal:			3,784.03	
290-6002-5100-00	YEH AND ASSOCIATES INC	Big Rock Mesa AD 98-1 Monitor/Mai	06/30/2026	79701	6,768.00	000003612
		Vendor Subtotal:			6,768.00	
290-6002-5401-00	13 STARS MEDIA	Legal Notice - Public Hearing 5/28 &	06/30/2026	79717	116.28	
		Vendor Subtotal:			116.28	
290-6002-5722-00	SOUTHERN CALIFORNIA EDISO	Asmt Big Rock Cool Oak 6/3 - 6/23/2(	06/30/2026	79690	40.43	
290-6002-5722-00	SOUTHERN CALIFORNIA EDISO	20790 1/2 Big Rock Asmt Cool Oak 6,	06/30/2026	79803	14.09	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			54.52	
290-6002-7903-00	YEH AND ASSOCIATES INC	Big Rock Mesa AD 98-1 Cap Improve	06/30/2026	79701	13,189.59	000003612
		Vendor Subtotal:			13,189.59	
		Subtotal for Section 1: 290			23,912.42	
291-6003-5100-00	30 THREE SIXTY PUBLIC FINAN	AD 98-3 Malibu Rd - Admin Svcs 5/1	06/30/2026	79748	1,241.11	000003903
291-6003-5100-00	30 THREE SIXTY PUBLIC FINAN	AD 98-3 Malibu Rd - Admin Svcs - A	06/30/2026	79748	1,069.50	000003903
		Vendor Subtotal:			2,310.61	
291-6003-5100-00	YEH AND ASSOCIATES INC	Malibu Rd AD 98-3 Monitor/Maint - 1	06/30/2026	79701	1,948.75	000003612
		Vendor Subtotal:			1,948.75	
291-6003-5401-00	13 STARS MEDIA	Legal Notice - Public Hearing 5/28 &	06/30/2026	79717	116.28	
		Vendor Subtotal:			116.28	
291-6003-7903-00	YEH AND ASSOCIATES INC	Malibu Rd AD 98-3 Cap Improvement	06/30/2026	79701	7,692.15	000003612
		Vendor Subtotal:			7,692.15	
		Subtotal for Section 1: 291			12,067.79	
292-6004-5100-00	30 THREE SIXTY PUBLIC FINAN	AD 98-2 Calle Del Barco - Admin Sv	06/30/2026	79748	1,643.72	000003903
292-6004-5100-00	30 THREE SIXTY PUBLIC FINAN	AD 98-2 Calle Del Barco - Admin Sv	06/30/2026	79748	707.50	000003903
		Vendor Subtotal:			2,351.22	
292-6004-5100-00	YEH AND ASSOCIATES INC	Calle del Barco AD 98-2 Monitor/Mai	06/30/2026	79701	368.75	000003612
		Vendor Subtotal:			368.75	
292-6004-5401-00	13 STARS MEDIA	Legal Notice - Public Hearing 5/26 &	06/30/2026	79717	116.28	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			116.28	
292-6004-7903-00	YEH AND ASSOCIATES INC	Calle del Barco AD 98-2 Cap Improve	06/30/2026	79701	8,439.97	000003612
		Vendor Subtotal:			8,439.97	
		Subtotal for Section 1: 292			11,276.22	
310-9002-7901-00	13 STARS MEDIA	Legal Notice - Annual Street Maint Bi	06/30/2026	79717	318.24	
		Vendor Subtotal:			318.24	
310-9002-7901-00	US BANK	PW-9093 Anawalt - Paint for St Maint	06/30/2026	79781	66.08	
		Vendor Subtotal:			66.08	
310-9066-5100-00	KIMLEY-HORN AND ASSOC INC	PCH Signal Sync - Apr '26	06/30/2026	79763	6,394.75	000003068
		Vendor Subtotal:			6,394.75	
310-9090-5100-00	CS LEGACY CONSTRUCTION IN	Permanent Skate Park - May '26	06/30/2026	79605	428,834.33	000004530
		Vendor Subtotal:			428,834.33	
310-9090-5100-00	EARTHCAM INC	89290 - Skate Park Camera Software €	06/30/2026	79608	550.00	
310-9090-5100-00	EARTHCAM INC	89290 - Skate Park Camera Rental 6/1	06/30/2026	79608	282.75	
		Vendor Subtotal:			832.75	
310-9090-5100-00	FENCE FACTORY RENTALS	Temp Fencing - Permanent Skate Park	06/30/2026	79639	14,723.00	000004739
		Vendor Subtotal:			14,723.00	
310-9090-5100-00	FILIPPIN ENGINEERING INC	Task 1: Permanent Skate Park - Throu	06/30/2026	79757	28,980.00	000004488
		Vendor Subtotal:			28,980.00	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
310-9090-5100-00	SOUTHERN CALIFORNIA EDISO	24250 1/2 PCH SkatePark 5/1 - 5/31/2	06/30/2026	79741	14.51	
		Vendor Subtotal:			14.51	
310-9100-5100-00	CHEN RYAN ASSOCIATES INC	PCH Right Turn Lane at Trancas - Jun	06/30/2026	79756	4,603.75	000003915
310-9100-5100-00	CHEN RYAN ASSOCIATES INC	PCH Right Turn Lane at Trancas - Ma	06/30/2026	79756	2,683.00	000003915
		Vendor Subtotal:			7,286.75	
310-9101-5100-00	KIMLEY-HORN AND ASSOC INC	PCH Crosswalk at Big Rock - Througl	06/30/2026	79672	1,965.00	000004631
		Vendor Subtotal:			1,965.00	
310-9110-5100-00	KIMLEY-HORN AND ASSOC INC	Task 16: Encinal Cyn Storm Drain - Tl	06/30/2026	79672	14,000.00	000004356
		Vendor Subtotal:			14,000.00	
310-9114-5100-00	MNS ENGINEERS INC	Malibu Seafood Pedestrian Undercros	06/30/2026	79687	28,682.55	000004575
310-9114-5100-00	MNS ENGINEERS INC	Malibu Seafood Pedestrian Undercros	06/30/2026	79687	3,885.00	000004575
310-9114-5100-00	MNS ENGINEERS INC	Malibu Seafood Pedestrian Undercros	06/30/2026	79687	29,542.50	000004575
310-9114-5100-00	MNS ENGINEERS INC	Malibu Seafood Pedestrian Undercros	06/30/2026	79767	9,375.00	000004575
		Vendor Subtotal:			71,485.05	
310-9126-5100-00	WESTERN A/V	Council Chamber A/V Equipment Upg	06/30/2026	79775	173,003.33	000004745
		Vendor Subtotal:			173,003.33	
			Subtotal for Section 1: 310		747,903.79	
500-7008-5100-00	ENHANCED LANDSCAPE MANA	Legacy Park Landscape Maint/Liners -	06/30/2026	79677	17,219.76	000004317
		Vendor Subtotal:			17,219.76	
500-7008-5130-00	ENHANCED LANDSCAPE MANA	Legacy - Irrigation Repairs	06/30/2026	79638	473.85	
500-7008-5130-00	ENHANCED LANDSCAPE MANA	Legacy - Irrigation Repairs	06/30/2026	79791	875.02	
		Vendor Subtotal:			1,348.87	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
500-7008-5210-00	US BANK	FY 26/27 Admin Fee COP 2015 A	07/07/2026	79593	1,491.00	
		Vendor Subtotal:			1,491.00	
500-7008-5723-00	LA CO MALIBU TREASURER-WA	Water - Irrigation Legacy 5/6-7/7/26 A	06/30/2026	79795	616.34	
500-7008-5723-00	LA CO MALIBU TREASURER-WA	Water - Legacy 5/6-7/7/26 Acct#2964	06/30/2026	79795	10,177.42	
500-7008-5723-00	LA CO MALIBU TREASURER-WA	Water - Supercare Pharmacy 5/6-7/7/2	06/30/2026	79795	264.48	
		Vendor Subtotal:			11,058.24	
500-7008-7300-00	FELSEN GROUP INC	Retention - Animal Hospital Roof Rep	06/30/2026	79609	5,155.80	000004700
		Vendor Subtotal:			5,155.80	
		Subtotal for Section 1: 500			36,273.67	
515-3010-5100-00	30 THREE SIXTY PUBLIC FINAN	WW/RW Fee CCWWTP - Admin Svc	06/30/2026	79748	288.00	000003903
515-3010-5100-00	30 THREE SIXTY PUBLIC FINAN	WW/RW Fee CCWWTP - Admin Svc	06/30/2026	79748	1,640.75	000003903
		Vendor Subtotal:			1,928.75	
515-3010-5611-00	INTEGRATED PERFORMANCE C	Operation, Maint, and Mgmt - CCWW	06/30/2026	79612	96,338.25	000003456
515-3010-5611-00	INTEGRATED PERFORMANCE C	Operation, Maint, and Mgmt - CCWW	06/30/2026	79762	96,338.25	000003456
		Vendor Subtotal:			192,676.50	
515-3010-5640-00	INTEGRATED PERFORMANCE C	Equipment Maint - CCWWTF - May '	06/30/2026	79612	3,325.92	000003456
515-3010-5640-00	INTEGRATED PERFORMANCE C	Equipment Maint - CCWWTF - Jun '2	06/30/2026	79762	17,404.99	000003456
		Vendor Subtotal:			20,730.91	
515-3010-5656-00	RINCON CONSULTANTS INC	CCWTF Water Quality Monitoring - J	06/30/2026	79772	5,020.75	000004135
		Vendor Subtotal:			5,020.75	
515-3010-5721-00	BADGER METER INC	Meter Monitoring - Jun '26	06/30/2026	79720	39.99	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			39.99	
515-3010-5724-00	SOUTHERN CALIFORNIA GAS C	CCWTF Gas 6/4 - 7/6/26	06/30/2026	79742	16.71	
		Vendor Subtotal:			16.71	
515-3010-5725-01	INTEGRATED PERFORMANCE C	Biosolids Disposal - CCWWTF - May	06/30/2026	79612	7,350.00	000003456
		Vendor Subtotal:			7,350.00	
515-3010-6160-00	INTEGRATED PERFORMANCE C	Operating Supplies - CCWWTF - May	06/30/2026	79612	87.14	000003456
515-3010-6160-00	INTEGRATED PERFORMANCE C	Operating Supplies - CCWWTF - Jun	06/30/2026	79762	387.62	000003456
		Vendor Subtotal:			474.76	
515-3010-6161-00	INTEGRATED PERFORMANCE C	Chemical Supplies - CCWWTF - May	06/30/2026	79612	1,872.18	000003456
		Vendor Subtotal:			1,872.18	
515-3010-6500-00	INTEGRATED PERFORMANCE C	Motor Fuel - CCWWTF - May '26	06/30/2026	79612	400.00	000003456
		Vendor Subtotal:			400.00	
			Subtotal for Section 1: 515		230,510.55	
601-3005-6120-00	US BANK	PW-8679 Ford - Monthly Fleet GPS	06/30/2026	79781	480.00	
		Vendor Subtotal:			480.00	
601-3005-6330-00	MALIBU AUTO CARE SPECIALIS	Fleet Maint - F41 Tire Replacement	06/30/2026	79617	624.48	
601-3005-6330-00	MALIBU AUTO CARE SPECIALIS	Fleet Maint - F16 Belt Replacement	06/30/2026	79617	425.40	
601-3005-6330-00	MALIBU AUTO CARE SPECIALIS	Fleet Maint - F15 Tire Replacement	06/30/2026	79617	417.54	
601-3005-6330-00	MALIBU AUTO CARE SPECIALIS	Fleet Maint - F27 Engine Svc	06/30/2026	79617	177.56	
601-3005-6330-00	MALIBU AUTO CARE SPECIALIS	Fleet Maint - F40 Tire Replacement	06/30/2026	79617	1,248.97	
601-3005-6330-00	MALIBU AUTO CARE SPECIALIS	Fleet Maint - F39 Tire Replacement	06/30/2026	79617	624.48	
601-3005-6330-00	MALIBU AUTO CARE SPECIALIS	Fleet Maint - F34 Engine Svc	06/30/2026	79617	190.82	
601-3005-6330-00	MALIBU AUTO CARE SPECIALIS	Fleet Maint - F38 Engine Svc	06/30/2026	79617	177.56	
601-3005-6330-00	MALIBU AUTO CARE SPECIALIS	Fleet Maint - F25 Engine Svc	06/30/2026	79617	170.93	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
601-3005-6330-00	MALIBU AUTO CARE SPECIALIS	Fleet Maint - F45 Engine Svc	06/30/2026	79617	230.60	
		Vendor Subtotal:			4,288.34	
601-3005-6330-00	US BANK	CS-8164 Buzz Wax - Fleet Car Wash	06/30/2026	79781	110.00	
601-3005-6330-00	US BANK	PW-9093 Malibu Car Wash - City Veh	06/30/2026	79781	85.00	
		Vendor Subtotal:			195.00	
601-3005-6500-00	US BANK	CS-7433 Chevron/Shell - Fleet Fuel	06/30/2026	79781	204.80	
601-3005-6500-00	US BANK	CS-2481 Chevron - Fleet Fuel	06/30/2026	79781	416.18	
601-3005-6500-00	US BANK	PW-8679 Chevron - Fleet Fuel	06/30/2026	79781	64.39	
601-3005-6500-00	US BANK	CS-8164 Shell - Fleet Fuel	06/30/2026	79781	171.72	
601-3005-6500-00	US BANK	PW-9093 Chevron/Shell - Fleet Fuel	06/30/2026	79781	267.50	
		Vendor Subtotal:			1,124.59	
		Subtotal for Section 1: 601			6,087.93	
602-7060-5100-00	TRIDEN GROUP CORPORATION	Cybersecurity TG Penetration Test	06/30/2026	79696	13,537.00	000004737
602-7060-5100-00	TRIDEN GROUP CORPORATION	Active Directory Cloud Migration	06/30/2026	79696	6,300.00	000004711
602-7060-5100-00	TRIDEN GROUP CORPORATION	Active Directory Cloud Migration - M	06/30/2026	79696	5,000.00	000004711
		Vendor Subtotal:			24,837.00	
602-7060-5107-00	OFFICE TEAM A ROBERT HALF C	Temp Staff - M. Matzka 6/26/26	06/30/2026	79718	2,669.60	
		Vendor Subtotal:			2,669.60	
602-7060-5300-00	GOVEXEC HOLDINGS LLC	AI Leadership Academy - IS Tech	06/30/2026	79760	750.00	
		Vendor Subtotal:			750.00	
602-7060-5300-00	US BANK	IS-9039 Udemy - Sharepoint Trainging	06/30/2026	79781	35.00	
		Vendor Subtotal:			35.00	
602-7060-5630-00	US BANK	IS-9039 Iphone 16 Repair	06/30/2026	79781	240.24	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			240.24	
602-7060-5721-00	FRONTIER CALIFORNIA INC	Media Broadcast 6/14 - 7/13/26	06/30/2026	79680	1,016.21	
602-7060-5721-00	FRONTIER CALIFORNIA INC	Fiber Optics Svc 6/15 - 7/14/26	06/30/2026	79680	810.00	
		Vendor Subtotal:			1,826.21	
602-7060-5721-00	US BANK	IS-6901 Starlink - IT	06/30/2026	79781	10.00	
		Vendor Subtotal:			10.00	
602-7060-6120-00	US BANK	IS-6901 Computer Software	06/30/2026	79781	2,632.49	
602-7060-6120-00	US BANK	IS-9039 Computer Software	06/30/2026	79781	2,751.60	
602-7060-6120-00	US BANK	IS-4874 Computer Software	06/30/2026	79781	198.00	
		Vendor Subtotal:			5,582.09	
602-7060-6160-00	US BANK	IS-4874 Amazon - Supplies	06/30/2026	79781	75.87	
		Vendor Subtotal:			75.87	
602-7060-7400-00	US BANK	IS-6901 Computer Equipment	06/30/2026	79781	21,215.78	
602-7060-7400-00	US BANK	IS-9039 Computer Equipment	06/30/2026	79781	625.43	
602-7060-7400-00	US BANK	IS-4874 Computer Equipment	06/30/2026	79781	3,148.13	
		Vendor Subtotal:			24,989.34	
		Subtotal for Section 1: 602			61,015.35	
710-0000-2270-06	LA CO SHERIFF'S DEPARTMENT	Special Event - Little League Parade 5	06/30/2026	79764	937.57	
		Vendor Subtotal:			937.57	
710-0000-2270-12	SAYA ATHLETICA	Ref - S. ATHLETICA Security Deposi	06/30/2026	79629	100.00	
		Vendor Subtotal:			100.00	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
710-0000-2270-12	BERNADETTE CARANDANG	Ref - B. CARANDANG Security Dep	06/30/2026	79786	100.00	
		Vendor Subtotal:			100.00	
710-0000-2270-12	DESERT CITY CHURCH	Ref - J. WANG Security Deposit 6/22/	06/30/2026	79788	100.00	
		Vendor Subtotal:			100.00	
710-0000-2270-12	MIKE DILLON	Ref - M. DILLON Security Deposit 6/	06/30/2026	79637	100.00	
		Vendor Subtotal:			100.00	
710-0000-2270-12	SMITA SARDAR	Ref - S. SARDAR Security Deposit 6/	06/30/2026	79657	100.00	
		Vendor Subtotal:			100.00	
710-0000-2270-35	TETRA TECH INC	29575 PCH - Spruzzo 12/1/25 - 6/26/2	06/30/2026	79711	920.00	000003524
		Vendor Subtotal:			920.00	
710-0000-2270-44	AMERICAN GLOBAL SECURITY	Bluffs - MLSS Security Svcs - R. Mul	06/30/2026	79627	367.92	
710-0000-2270-44	AMERICAN GLOBAL SECURITY	Bluffs - MLSS Security Svcs - R. Mul	06/30/2026	79627	183.96	
		Vendor Subtotal:			551.88	
710-0000-2270-44	CHARLOTTE ANNE WARD	MLSS - Vibrant Cycles Amendment 5/	06/30/2026	79632	500.00	
		Vendor Subtotal:			500.00	
710-0000-2270-44	DEBRA POMMER-SIEGEL	MLSS - ASL Int. Amendment 5/16/26	06/30/2026	79658	100.00	
		Vendor Subtotal:			100.00	
710-0000-2270-44	US BANK	CS-1563 MLSS - Whole Foods - Joan	06/30/2026	79781	36.39	
710-0000-2270-44	US BANK	CS-1563 MLSS - Whole Foods - Sum	06/30/2026	79781	54.61	
710-0000-2270-44	US BANK	CS-1563 MLSS - Ogden - Rodney Mu	06/30/2026	79781	58.99	
		Vendor Subtotal:			149.99	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
710-0000-2270-51	BURDGE & ASSOCIATES ARCHI'	Ref - PW Fees CDP 23-038, 31870 Se.	06/30/2026	79752	3,090.00	
		Vendor Subtotal:			3,090.00	
710-0000-2270-51	MNS ENGINEERS INC	3859 Rambla Pacifico St - Jan '26	06/30/2026	79767	560.00	000004380
710-0000-2270-51	MNS ENGINEERS INC	3859 Rambla Pacifico St - Dec '25	06/30/2026	79767	980.00	000004380
710-0000-2270-51	MNS ENGINEERS INC	31888 Sea Level Dr - Dec '25	06/30/2026	79767	1,680.00	000004380
710-0000-2270-51	MNS ENGINEERS INC	31882 Sea Level Dr - Dec '25	06/30/2026	79767	1,680.00	000004380
		Vendor Subtotal:			4,900.00	
710-0000-2270-51	JEFF PETERSON	Ref - PW Fees CDP 15-073, 31888 Se.	06/30/2026	79771	3,400.00	
710-0000-2270-51	JEFF PETERSON	Ref - PW Fees CDP 23-037, 31882 Se.	06/30/2026	79771	3,400.00	
		Vendor Subtotal:			6,800.00	
710-0000-2270-54	LA CO REGISTRAR RECCORDER	Recorded Doc Fee - May '26	06/30/2026	79709	65.00	
		Vendor Subtotal:			65.00	
710-0000-2270-56	RICHARD COMI	Review of WRP 22-014, 3011.5 Corra	06/30/2026	79705	150.00	
710-0000-2270-56	RICHARD COMI	Review of WRP 25-018, 29927.5 PCH	06/30/2026	79705	240.00	
		Vendor Subtotal:			390.00	
710-0000-2271-24	CALIFORNIA COASTAL WORKS	4000 Malibu Canyon Resort - Apr '26	06/30/2026	79706	5,693.50	000004396
710-0000-2271-24	CALIFORNIA COASTAL WORKS	4000 Malibu Canyon Resort - Jan '26	06/30/2026	79706	147.50	000004396
710-0000-2271-24	CALIFORNIA COASTAL WORKS	4000 Malibu Canyon Resort - May '26	06/30/2026	79706	1,534.00	000004396
710-0000-2271-24	CALIFORNIA COASTAL WORKS	4000 Malibu Canyon Resort - Mar '26	06/30/2026	79706	1,711.00	000004396
710-0000-2271-24	CALIFORNIA COASTAL WORKS	4000 Malibu Canyon Resort - Feb '26	06/30/2026	79706	3,658.00	000004396
		Vendor Subtotal:			12,744.00	
710-0000-2271-29	CSG CONSULTANTS INC	Trancas Water Tank 4/25 - 5/29/26	06/30/2026	79676	460.00	000004418
		Vendor Subtotal:			460.00	
		Subtotal for Section 1: 710			32,108.44	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
712-9048-5100-00	30 THREE SIXTY PUBLIC FINAN	CFD 2006-1 Carbon Beach - Admin S	06/30/2026	79748	1,275.00	000003903
712-9048-5100-00	30 THREE SIXTY PUBLIC FINAN	CFD 2006-1 Carbon Beach - Admin S	06/30/2026	79748	2,075.50	000003903
		Vendor Subtotal:			3,350.50	
		Subtotal for Section 1: 712			3,350.50	
713-9052-5100-00	US BANK	FY 26/27 Admin Fee AD 2010-1 Broa	07/07/2026	79593	1,600.00	
		Vendor Subtotal:			1,600.00	
		Subtotal for Section 1: 713			1,600.00	
715-9049-5100-00	30 THREE SIXTY PUBLIC FINAN	AD 2015-1 CCWWTP Phase 1 - Adm	06/30/2026	79748	275.00	000003903
715-9049-5100-00	30 THREE SIXTY PUBLIC FINAN	AD 2015-1 CCWWTP Phase 1 - Adm	06/30/2026	79748	25.50	000003903
		Vendor Subtotal:			300.50	
715-9049-5100-00	US BANK	FY 26/27 Admin Fee AD 2015-1	07/07/2026	79593	1,980.00	
		Vendor Subtotal:			1,980.00	
		Subtotal for Section 1: 715			2,280.50	
900-0000-2022-00	CalPERS Health	PR Batch 70016.07.2026 Health Insur	07/23/2026	0	197,157.96	
		Vendor Subtotal:			197,157.96	
900-0000-2023-00	BLUE SHIELD OF CALIFORNIA	PR Batch 70016.07.2026 Vision Care	07/23/2026	79777	1,581.81	
		Vendor Subtotal:			1,581.81	
900-0000-2024-00	DELTA DENTAL OF CALIFORNIA	PR Batch 70016.07.2026 Dental Insur	07/23/2026	79778	8,826.89	
		Vendor Subtotal:			8,826.89	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
900-0000-2025-01	STANDARD INSURANCE COMPA	PR Batch 70016.07.2026 Additional L	07/23/2026	79779	338.93	
		Vendor Subtotal:			338.93	
900-0000-2027-00	HEALTH AND HUMAN RESOUR(	PR Batch 70016.07.2026 Employee A:	07/23/2026	79776	183.48	
		Vendor Subtotal:			183.48	
900-0000-2040-00	CalPERS Retirement	PR Batch 70002.07.2026 PERS EESh:	06/30/2026	0	12,385.40	
900-0000-2040-00	CalPERS Retirement	PR Batch 70016.07.2026 PERS EESh:	07/23/2026	0	12,377.02	
		Vendor Subtotal:			24,762.42	
900-0000-2040-01	CalPERS Retirement	PR Batch 70002.07.2026 PERS ERSh:	06/30/2026	0	23,673.78	
900-0000-2040-01	CalPERS Retirement	PR Batch 70002.07.2026 PEPRA ER (	06/30/2026	0	23,839.94	
900-0000-2040-01	CalPERS Retirement	PR Batch 70016.07.2026 PEPRA ER (	07/23/2026	0	24,276.62	
900-0000-2040-01	CalPERS Retirement	PR Batch 70016.07.2026 PERS ERSh:	07/23/2026	0	23,622.46	
900-0000-2040-01	CalPERS Retirement	PR Batch 70016.07.2026 PEPRA CC I	07/23/2026	0	46.61	
		Vendor Subtotal:			95,459.41	
900-0000-2040-02	CalPERS Retirement	PR Batch 70002.07.2026 PEPRA EE (	06/30/2026	0	23,782.25	
900-0000-2040-02	CalPERS Retirement	PR Batch 70016.07.2026 PEPRA CC I	07/23/2026	0	46.67	
900-0000-2040-02	CalPERS Retirement	PR Batch 70016.07.2026 PEPRA EE (	07/23/2026	0	24,306.12	
		Vendor Subtotal:			48,135.04	
900-0000-2041-00	US BANK	PR Batch 70002.07.2026 PARS - EE S	06/30/2026	79578	1,174.16	
900-0000-2041-00	US BANK	PR Batch 70002.07.2026 PARS - ER S	06/30/2026	79578	246.21	
900-0000-2041-00	US BANK	PR Batch 70016.07.2026 PARS - EE S	07/23/2026	79780	1,377.46	
900-0000-2041-00	US BANK	PR Batch 70016.07.2026 PARS - ER S	07/23/2026	79780	288.83	
		Vendor Subtotal:			3,086.66	
900-0000-2042-00	EMPOWER RETIREMENT LLC	PR Batch 70002.07.2026 457 Retirem	06/30/2026	0	2,074.79	
900-0000-2042-00	EMPOWER RETIREMENT LLC	PR Batch 70002.07.2026 Roth-457 Re	06/30/2026	0	2,238.00	
900-0000-2042-00	EMPOWER RETIREMENT LLC	PR Batch 70002.07.2026 Roth-457 Re	06/30/2026	0	1,014.29	
900-0000-2042-00	EMPOWER RETIREMENT LLC	PR Batch 70002.07.2026 457 Retirem	06/30/2026	0	3,700.00	
900-0000-2042-00	EMPOWER RETIREMENT LLC	PR Batch 70002.07.2026 457 Retirem	06/30/2026	0	14,741.00	
900-0000-2042-00	EMPOWER RETIREMENT LLC	PR Batch 70016.07.2026 Roth-457 Re	07/23/2026	0	1,069.28	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
900-0000-2042-00	EMPOWER RETIREMENT LLC	PR Batch 70016.07.2026 Roth-457 Re	07/23/2026	0	2,238.00	
900-0000-2042-00	EMPOWER RETIREMENT LLC	PR Batch 70016.07.2026 457 Retirem	07/23/2026	0	14,816.00	
900-0000-2042-00	EMPOWER RETIREMENT LLC	PR Batch 70016.07.2026 457 Retirem	07/23/2026	0	3,750.00	
900-0000-2042-00	EMPOWER RETIREMENT LLC	PR Batch 70016.07.2026 457 Retirem	07/23/2026	0	4,296.23	
		Vendor Subtotal:			49,937.59	
900-0000-2042-01	EMPOWER RETIREMENT LLC	PR Batch 70002.07.2026 457 Loan Pr	06/30/2026	0	1,242.03	
900-0000-2042-01	EMPOWER RETIREMENT LLC	PR Batch 70016.07.2026 457 Loan Pr	07/23/2026	0	1,242.03	
		Vendor Subtotal:			2,484.06	
900-0000-2043-00	EMPOWER RETIREMENT LLC	PR Batch 70002.07.2026 401 Retirem	06/30/2026	0	715.38	
900-0000-2043-00	EMPOWER RETIREMENT LLC	PR Batch 70002.07.2026 401 Retirem	06/30/2026	0	625.00	
900-0000-2043-00	EMPOWER RETIREMENT LLC	PR Batch 70016.07.2026 401 Retirem	07/23/2026	0	731.46	
900-0000-2043-00	EMPOWER RETIREMENT LLC	PR Batch 70016.07.2026 401 Retirem	07/23/2026	0	625.00	
		Vendor Subtotal:			2,696.84	
900-0000-2050-00	Federal Taxes from PR	PR Batch 70002.07.2026 Federal Inco	06/30/2026	0	59,247.45	
900-0000-2050-00	Federal Taxes from PR	PR Batch 70016.07.2026 Federal Inco	07/23/2026	0	62,715.54	
900-0000-2050-00	Federal Taxes from PR	PR Batch 70116.07.2026 Federal Inco	07/23/2026	0	27,416.04	
		Vendor Subtotal:			149,379.03	
900-0000-2051-00	State of California PR Taxes	PR Batch 70002.07.2026 State Income	06/30/2026	0	24,514.37	
900-0000-2051-00	State of California PR Taxes	PR Batch 70116.07.2026 State Income	07/23/2026	0	10,094.85	
900-0000-2051-00	State of California PR Taxes	PR Batch 70016.07.2026 State Income	07/23/2026	0	25,492.52	
		Vendor Subtotal:			60,101.74	
900-0000-2053-00	Federal Taxes from PR	PR Batch 70002.07.2026 Medicare ER	06/30/2026	0	7,178.92	
900-0000-2053-00	Federal Taxes from PR	PR Batch 70002.07.2026 Medicare EE	06/30/2026	0	7,178.92	
900-0000-2053-00	Federal Taxes from PR	PR Batch 70116.07.2026 Medicare EE	07/23/2026	0	1,689.22	
900-0000-2053-00	Federal Taxes from PR	PR Batch 70016.07.2026 Medicare ER	07/23/2026	0	7,635.55	
900-0000-2053-00	Federal Taxes from PR	PR Batch 70016.07.2026 Medicare EE	07/23/2026	0	7,635.55	
900-0000-2053-00	Federal Taxes from PR	PR Batch 70116.07.2026 Medicare ER	07/23/2026	0	1,212.09	
		Vendor Subtotal:			32,530.25	

Docusign Envelope ID: B08BE43F-C160-82F8-820B-FE53687B64CA

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
			Subtotal for Section 1: 900		676,662.11	
			Report Total:		9,894,772.82	

Report Total:	9,894,772.82
Less Clearing House Electronic AP Proof List:	(1,450,764.92)
Less Clearing House Electronic AP Proof List:	(208,151.52)
Total Transactions by Account:	8,235,856.38

Docusign Envelope ID: B08BE43F-C160-82F8-820B-FE53687B64CA

Payroll

Computer Check Register

User: rneermann
Printed: 07/28/2026 - 12:58PM
Batch: 70030.07.2026

Check No	Check Date	Employee Information		Amount
5588	07/30/2026	LEVIN	Noah Levin	122.01
Total Number of Employees: 1			Total for Payroll Check Run:	122.01

Docusign Envelope ID: B08BE43F-C160-82F8-820B-FE53687B64CA

Payroll

Computer Check Register

User: rneermann
Printed: 07/14/2026 - 4:01PM
Batch: 70016.07.2026

Check No	Check Date	Employee Information		Amount
5587	07/16/2026	LEVIN	Noah Levin	161.53
Total Number of Employees: 1			Total for Payroll Check Run:	161.53

Docusign Envelope ID: B08BE43F-C160-82F8-820B-FE53687B64CA

Payroll

ACH Check Register

User: 'rneermann'
Printed: 07/28/2026 - 1:06PM
Batch: 70030.07.2026
Include Partial: TRUE

Check Date	Check Number	Partial ACH	Employee No	Employee Name	Amount
07/30/2026	0	False	ACHIP	Patrick Achis	2,205.80
07/30/2026	0	False	ALADA	Arutyun Aladjadjian	5,303.51
07/30/2026	0	False	ALLEF	Fletcher Allen	3,417.07
07/30/2026	0	False	AMIRM	Mahan Amirkian Tehran	3,652.59
07/30/2026	0	False	ANDEA	Austin Anderson	3,860.05
07/30/2026	0	False	AYALB	Brandie Ayala	4,479.36
07/30/2026	0	False	AZZAL	Larbi Azzaz	3,187.53
07/30/2026	0	False	BAUEJ	Julie Bauer	3,574.73
07/30/2026	0	False	BAUGL	Lyndsey Baughman	3,098.29
07/30/2026	0	False	BELLJ	Juliana Bellonby	1,925.62
07/30/2026	0	False	BELTA	Andrew Belter	3,972.11
07/30/2026	0	False	BENDK	Kane Bendler	122.01
07/30/2026	0	False	BOSQK	Karla Bosquez	1,386.52
07/30/2026	0	False	BREEH	Hudson Breese	244.03
07/30/2026	0	False	BROWC	Courtney Brown	3,414.43
07/30/2026	0	False	BROWD	David Brown	864.01
07/30/2026	0	False	BROWRM	Rebecca Brown	3,291.77
07/30/2026	0	False	BUNDY	Yolanda Bundy	8,291.86
07/30/2026	0	False	BURKA	Alexandria Burke	305.03
07/30/2026	0	False	CALVJ	Julian Calvo	122.01
07/30/2026	0	False	CARNA	Albert Carnahan	3,581.29
07/30/2026	0	False	CARTD	Deborah Carter	1,775.89
07/30/2026	0	False	CARTD	Deborah Carter	1,497.11
07/30/2026	0	False	CASTB	Brenda Castellanos	2,520.61
07/30/2026	0	False	CERNR	Ryan Cerny	4,533.26
07/30/2026	0	False	CHIZM	Max Chizzo	244.03
07/30/2026	0	False	COSEJ	Josephina Cosentino	2,352.04
07/30/2026	0	False	DASIA	Alexander da Silva	2,892.30
07/30/2026	0	False	DAVIP	Parker Davis	2,691.20
07/30/2026	0	False	DELSD	Danny Delsi	3,079.31
07/30/2026	0	False	DROLJ	Jake Drolet	2,374.98
07/30/2026	0	False	DUENS	Susan Duenas	6,164.03
07/30/2026	0	False	DUNCG	Gail Duncan	2,777.23
07/30/2026	0	False	EATOT	Tyler-Cruise Eaton	6,300.39
07/30/2026	0	False	EKMAB	Brayden Ekman	2,524.24
07/30/2026	0	False	ELIAR	Reynaldo Elias	1,022.23
07/30/2026	0	False	ELIAS	Samantha Elias	3,080.72
07/30/2026	0	False	ELIZA	Alexandra Elizondo	2,352.04
07/30/2026	0	False	ERNSJ	Jason Ernst	2,523.42
07/30/2026	0	False	ETCHG	Gabriel Etcheverry	2,225.65
07/30/2026	0	False	EVANR	Rebecca Evans	3,559.48
07/30/2026	0	False	FAHON	Nadia Fahoum	3,411.45
07/30/2026	0	False	FLORL	Luis Flores Romero	4,305.01
07/30/2026	0	False	FLORSA	Sarina Flores	2,529.95
07/30/2026	0	False	FLORSAR	Sarah Flores	3,755.39
07/30/2026	0	False	FORDM	Madison Ford	284.70
07/30/2026	0	False	FOSTM	Madeline Foster	335.66

Docusign Envelope ID: B08BE43F-C160-82F8-820B-FE53687B64CA

Check Date	Check Number	Partial ACH	Employee No	Employee Name	Amount
07/30/2026	0	False	FREDR	Richard Frederiksen	3,182.46
07/30/2026	0	False	FREEA	Alicia Freeman	3,619.95
07/30/2026	0	False	FREEF	Faith Freeman	702.65
07/30/2026	0	False	GALAA	Alejandro Galan	345.70
07/30/2026	0	False	GALAL	Lucas Galan	345.70
07/30/2026	0	False	GAMBMI	Mitchell Gamble	2,949.91
07/30/2026	0	False	GARLJ	Jasmine Garlington	5,283.64
07/30/2026	0	False	GARZD	Dana Garza	2,713.33
07/30/2026	0	False	GONZA	Alyssa Gonzalez	3,169.61
07/30/2026	0	False	GREGG	Graysen Gregory	118.47
07/30/2026	0	False	GROGA	Adriana Grogan	2,625.02
07/30/2026	0	False	GRUBN	Nyah Gruber	609.16
07/30/2026	0	False	HANDJ	Joanne Hand	2,975.79
07/30/2026	0	False	HARTT	Travis Hart	5,918.76
07/30/2026	0	False	HEMPR	Roy Hemphill	2,506.71
07/30/2026	0	False	HOLDT	Tatiana Holden	6,162.67
07/30/2026	0	False	IRVIJ	Joseph Irvin	6,860.03
07/30/2026	0	False	KAJSG	Gregory Kajszo	4,109.15
07/30/2026	0	False	KETCA	Andre Ketchedjian	3,717.34
07/30/2026	0	False	KRIEA	Anthony Krieter	459.19
07/30/2026	0	False	LAWRJA	Jason Lawrence	3,453.63
07/30/2026	0	False	LONGJ	John Long	2,880.66
07/30/2026	0	False	MAISMK	Michael Maischoss	609.16
07/30/2026	0	False	MANGS	Stephanie Manglaras	3,951.25
07/30/2026	0	False	MANIK	Katie Manisco	4,632.71
07/30/2026	0	False	MARDP	Paulette Mardikian	1,985.20
07/30/2026	0	False	MCLEN	Nathaniel McLean	3,034.55
07/30/2026	0	False	MEDRG	Gabriela Medrano	1,756.13
07/30/2026	0	False	MENJM	Miguel Menjivar	2,515.07
07/30/2026	0	False	MILNA	Aidan Milner	663.14
07/30/2026	0	False	MORRI	Isabelle Morriss	691.40
07/30/2026	0	False	MUNOC	Christina Munoz	3,351.37
07/30/2026	0	False	MURID	Didier Murillo Lopez	5,051.64
07/30/2026	0	False	MYERC	Carole Myers	2,199.45
07/30/2026	0	False	MYERM	Matthew Myerhoff	3,334.44
07/30/2026	0	False	NASHA	Analise Nash	2,476.13
07/30/2026	0	False	NEERR	Renee Neermann	5,151.65
07/30/2026	0	False	OROSC	Christopher Orosz	4,006.04
07/30/2026	0	False	PERLS	Sean Perl	739.13
07/30/2026	0	False	PETTK	Kelsey Pettijohn	4,253.48
07/30/2026	0	False	PIZAC	Cori Pizano	647.88
07/30/2026	0	False	QUARG	Gigi Quartararo	559.23
07/30/2026	0	False	RAHAD	Deandrea Raham	2,435.08
07/30/2026	0	False	RASPC	Cecilia Raspe	2,106.69
07/30/2026	0	False	READB	Brenden Readyhoff	747.11
07/30/2026	0	False	RECCH	Christy Rector	2,978.19
07/30/2026	0	False	RECTJ	Justin Rector	1,621.86
07/30/2026	0	False	REGAM	Molly Regan	447.38
07/30/2026	0	False	REYNM	Mario Reyna	5,662.92
07/30/2026	0	False	RIESK	Kristin Riesgo	6,457.83
07/30/2026	0	False	RIOSC	Carrie Rios	5,313.77
07/30/2026	0	False	RODRJ	Jesse Rodriguez	3,514.97
07/30/2026	0	False	ROMOD	Denise Romo	1,825.02
07/30/2026	0	False	ROSST	Tracey Rossine	4,307.82
07/30/2026	0	False	RUBAJ	Jorge Rubalcava	4,412.41
07/30/2026	0	False	RUBIJ	Jarret Rubin	302.89
07/30/2026	0	False	SAEIE	Eman Saeidi	3,105.94

Docusign Envelope ID: B08BE43F-C160-82F8-820B-FE53687B64CA

Check Date	Check Number	Partial ACH	Employee No	Employee Name	Amount
07/30/2026	0	False	SALAP	Patricia Salazar	5,408.23
07/30/2026	0	False	SALEB	Brittany Saleaumua	2,718.57
07/30/2026	0	False	SANCN	Nicholas Sanchez	3,175.84
07/30/2026	0	False	SANTJ	Julie Santia	4,793.76
07/30/2026	0	False	SANTM	Michelle Santiago	2,723.28
07/30/2026	0	False	SCHEA	Ana Isabel Scheibelhut	2,055.97
07/30/2026	0	False	SICHJ	Jake Sichta	480.80
07/30/2026	0	False	SICHN	Nina Sichta	122.01
07/30/2026	0	False	SMITAJ	Andrew Smith	2,350.24
07/30/2026	0	False	SMITCJ	Christopher Smith	7,046.69
07/30/2026	0	False	SMITR	Ryan Smith	963.37
07/30/2026	0	False	SOTEL	Luis Sotelo	1,544.17
07/30/2026	0	False	STECK	Kathleen Stecko	2,311.70
07/30/2026	0	False	SUTTR	Robert Sutton	952.86
07/30/2026	0	False	SWANJ	Josephine Swan	306.03
07/30/2026	0	False	SZABM	Matthew Szabla	480.04
07/30/2026	0	False	TABBN	Noah Tyler Tabbay	2,258.24
07/30/2026	0	False	TRIPA	Allen Tripolskiy	3,765.20
07/30/2026	0	False	TRUOK	Khuong Truong	3,481.38
07/30/2026	0	False	TURNC	Coli Turner	2,423.32
07/30/2026	0	False	WALTA	Allen Walton	978.25
07/30/2026	0	False	WEBBK	Kevin Webb	468.37
07/30/2026	0	False	WEBSG	Gage Webster	2,385.92
07/30/2026	0	False	WILDL	Lyam Wild-Mullarky	678.77
07/30/2026	0	False	WILLL	Latrice Williams	2,665.36
07/30/2026	0	False	WINKR	Raphael Winkler	1,313.70
07/30/2026	0	False	YOCUB	Bradley Yocum	2,096.97

		Partial ACH:	0.00
		Regular ACH:	352,919.44
Total Employees:	131	Total:	352,919.44

Docusign Envelope ID: B08BE43F-C160-82F8-820B-FE53687B64CA

Payroll

ACH Check Register

User: 'rneermann'
Printed: 07/14/2026 - 4:08PM
Batch: 70016.07.2026
Include Partial: TRUE

Check Date	Check Number	Partial ACH	Employee No	Employee Name	Amount
07/16/2026	0	False	ACHIP	Patrick Achis	2,195.06
07/16/2026	0	False	ALADA	Arutyun Aladjadjian	5,273.56
07/16/2026	0	False	ALLEF	Fletcher Allen	3,398.74
07/16/2026	0	False	AMIRM	Mahan Amirkian Tehran	3,634.11
07/16/2026	0	False	ANDEA	Austin Anderson	3,841.52
07/16/2026	0	False	AYALB	Brandie Ayala	4,455.66
07/16/2026	0	False	AZZAL	Larbi Azzaz	3,170.81
07/16/2026	0	False	BAUEJ	Julie Bauer	4,040.03
07/16/2026	0	False	BAUGL	Lyndsey Baughman	3,229.54
07/16/2026	0	False	BELLJ	Juliana Bellonby	1,914.47
07/16/2026	0	False	BELTA	Andrew Belter	3,946.42
07/16/2026	0	False	BENDK	Kane Bendler	39.53
07/16/2026	0	False	BOSQK	Karla Bosquez	1,456.24
07/16/2026	0	False	BREEH	Hudson Breese	294.76
07/16/2026	0	False	BROWC	Courtney Brown	3,396.10
07/16/2026	0	False	BROWD	David Brown	857.62
07/16/2026	0	False	BROWRM	Rebecca Brown	3,267.60
07/16/2026	0	False	BUNDY	Yolanda Bundy	8,246.78
07/16/2026	0	False	BURKA	Alexandria Burke	605.05
07/16/2026	0	False	CALVJ	Julian Calvo	171.70
07/16/2026	0	False	CARNA	Albert Carnahan	3,558.04
07/16/2026	0	False	CARTD	Deborah Carter	2,188.14
07/16/2026	0	False	CASTB	Brenda Castellanos	2,509.31
07/16/2026	0	False	CERNR	Ryan Cerny	4,483.05
07/16/2026	0	False	CHIZM	Max Chizzo	161.53
07/16/2026	0	False	CONRH	Haylynn Conrad	557.48
07/16/2026	0	False	COSEJ	Josephina Cosentino	2,340.15
07/16/2026	0	False	DARAA	Annie Darabedyan	752.30
07/16/2026	0	False	DARAA	Annie Darabedyan	1,288.16
07/16/2026	0	False	DASIA	Alexander da Silva	2,878.31
07/16/2026	0	False	DAVIP	Parker Davis	2,454.56
07/16/2026	0	False	DELSD	Danny Delsi	3,069.52
07/16/2026	0	False	DROLJ	Jake Drolet	2,363.16
07/16/2026	0	False	DUBOR	Robert DuBoux	6,390.45
07/16/2026	0	False	DUENS	Susan Duenas	6,091.15
07/16/2026	0	False	DUNCG	Gail Duncan	2,762.22
07/16/2026	0	False	EATOT	Tyler-Cruise Eaton	6,268.85
07/16/2026	0	False	EKMAB	Brayden Ekman	2,511.53
07/16/2026	0	False	ELIAR	Reynaldo Elias	1,228.28
07/16/2026	0	False	ELIAS	Samantha Elias	3,061.23
07/16/2026	0	False	ELIZA	Alexandra Elizondo	1,508.15
07/16/2026	0	False	ERNSJ	Jason Ernst	2,457.87
07/16/2026	0	False	ETCHG	Gabriel Etcheverry	2,463.09
07/16/2026	0	False	EVANR	Rebecca Evans	3,539.85
07/16/2026	0	False	FAHON	Nadia Fahoum	3,394.09
07/16/2026	0	False	FLORL	Luis Flores Romero	4,135.43
07/16/2026	0	False	FLORSA	Sarina Flores	2,751.40

Docusign Envelope ID: B08BE43F-C160-82F8-820B-FE53687B64CA

Check Date	Check Number	Partial ACH	Employee No	Employee Name	Amount
07/16/2026	0	False	FLORSAR	Sarah Flores	3,625.93
07/16/2026	0	False	FORDM	Madison Ford	464.85
07/16/2026	0	False	FOSTM	Madeline Foster	370.71
07/16/2026	0	False	FREDR	Richard Frederiksen	3,161.34
07/16/2026	0	False	FREEA	Alicia Freeman	3,591.77
07/16/2026	0	False	FREEF	Faith Freeman	669.66
07/16/2026	0	False	GALAA	Alejandro Galan	138.34
07/16/2026	0	False	GALAL	Lucas Galan	39.53
07/16/2026	0	False	GAMBMI	Mitchell Gamble	2,934.12
07/16/2026	0	False	GARLJ	Jasmine Garlington	4,293.12
07/16/2026	0	False	GARZD	Dana Garza	2,697.09
07/16/2026	0	False	GONZA	Alyssa Gonzalez	3,152.56
07/16/2026	0	False	GREGG	Graysen Gregory	487.79
07/16/2026	0	False	GROGA	Adriana Grogan	2,611.41
07/16/2026	0	False	GRUBN	Nyah Gruber	901.12
07/16/2026	0	False	HANDJ	Joanne Hand	2,958.04
07/16/2026	0	False	HARTT	Travis Hart	5,860.29
07/16/2026	0	False	HEMPR	Roy Hemphill	2,485.26
07/16/2026	0	False	HOLDT	Tatiana Holden	6,123.68
07/16/2026	0	False	IRVIJ	Joseph Irvin	15,104.22
07/16/2026	0	False	KAJSG	Gregory Kajszo	4,044.14
07/16/2026	0	False	KETCA	Andre Ketchedjian	3,697.64
07/16/2026	0	False	KRIEA	Anthony Krieter	736.60
07/16/2026	0	False	LAWRJA	Jason Lawrence	3,376.70
07/16/2026	0	False	LONGJ	John Long	3,065.51
07/16/2026	0	False	MAISMK	Michael Maischoss	1,012.81
07/16/2026	0	False	MANGS	Stephanie Manglaras	3,323.84
07/16/2026	0	False	MANIK	Katie Manisco	4,607.91
07/16/2026	0	False	MARDP	Paulette Mardikian	1,963.64
07/16/2026	0	False	MCLEN	Nathaniel McLean	2,997.85
07/16/2026	0	False	MEDRG	Gabriela Medrano	1,747.15
07/16/2026	0	False	MENJM	Miguel Menjivar	2,911.83
07/16/2026	0	False	MILNA	Aidan Milner	948.68
07/16/2026	0	False	MORRI	Isabelle Morriss	507.25
07/16/2026	0	False	MUNOC	Christina Munoz	3,142.32
07/16/2026	0	False	MURID	Didier Murillo Lopez	5,027.38
07/16/2026	0	False	MYERC	Carole Myers	2,187.87
07/16/2026	0	False	MYERM	Matthew Myerhoff	3,285.12
07/16/2026	0	False	NASHA	Analise Nash	2,462.52
07/16/2026	0	False	NEERR	Renee Neermann	5,120.60
07/16/2026	0	False	OROSC	Christopher Orosz	3,988.09
07/16/2026	0	False	PERLS	Sean Perl	587.71
07/16/2026	0	False	PETTK	Kelsey Pettijohn	4,200.04
07/16/2026	0	False	PIZAC	Cori Pizano	916.35
07/16/2026	0	False	QUARG	Gigi Quartararo	423.89
07/16/2026	0	False	RAHAD	Deandrea Raham	2,331.07
07/16/2026	0	False	RASPC	Cecilia Raspe	2,088.39
07/16/2026	0	False	READB	Brenden Readyhoff	386.37
07/16/2026	0	False	RECCH	Christy Rector	2,567.50
07/16/2026	0	False	RECTJ	Justin Rector	1,610.86
07/16/2026	0	False	REGAM	Molly Regan	382.37
07/16/2026	0	False	REYNM	Mario Reyna	5,578.87
07/16/2026	0	False	RIESK	Kristin Riesgo	6,393.98
07/16/2026	0	False	RIGGM	Marianne Riggins	557.48
07/16/2026	0	False	RIOSC	Carrie Rios	5,431.00
07/16/2026	0	False	RODRJ	Jesse Rodriguez	2,805.60
07/16/2026	0	False	ROMOD	Denise Romo	1,761.18

Docusign Envelope ID: B08BE43F-C160-82F8-820B-FE53687B64CA

Check Date	Check Number	Partial ACH	Employee No	Employee Name	Amount
07/16/2026	0	False	ROSST	Tracey Rossine	4,283.02
07/16/2026	0	False	RUBAJ	Jorge Rubalcava	4,387.82
07/16/2026	0	False	RUBIJ	Jarret Rubin	605.34
07/16/2026	0	False	SAEIE	Eman Saeidi	3,563.00
07/16/2026	0	False	SALAP	Patricia Salazar	5,380.86
07/16/2026	0	False	SALEB	Brittany Saleaumua	2,702.63
07/16/2026	0	False	SANCN	Nicholas Sanchez	3,158.96
07/16/2026	0	False	SANTJ	Julie Santia	4,669.41
07/16/2026	0	False	SANTM	Michelle Santiago	2,709.28
07/16/2026	0	False	SCHEA	Ana Isabel Scheibelhut	2,043.18
07/16/2026	0	False	SICHJ	Jake Sichta	356.36
07/16/2026	0	False	SICHN	Nina Sichta	101.67
07/16/2026	0	False	SILVB	Bruce Silverstein	510.81
07/16/2026	0	False	SMITAJ	Andrew Smith	2,338.58
07/16/2026	0	False	SMITCJ	Christopher Smith	7,005.51
07/16/2026	0	False	SMITR	Ryan Smith	638.39
07/16/2026	0	False	SOTEL	Luis Sotelo	1,536.11
07/16/2026	0	False	SPIRS	Sebastian Spiroglou	3,146.34
07/16/2026	0	False	SPIRS	Sebastian Spiroglou	2,689.81
07/16/2026	0	False	STECK	Kathleen Stecko	1,840.54
07/16/2026	0	False	STEWD	Doug Stewart	557.48
07/16/2026	0	False	SUTTR	Robert Sutton	948.74
07/16/2026	0	False	SWANJ	Josephine Swan	225.95
07/16/2026	0	False	SZABM	Matthew Szabla	367.15
07/16/2026	0	False	TABBN	Noah Tyler Tabbay	2,196.60
07/16/2026	0	False	TRIPA	Allen Tripolskiy	3,444.63
07/16/2026	0	False	TRUOK	Khuong Truong	3,458.57
07/16/2026	0	False	TURNC	Coli Turner	2,410.94
07/16/2026	0	False	UHRIS	Stephen Uhring	557.48
07/16/2026	0	False	UPADN	Niyant Upadhyay	5,359.21
07/16/2026	0	False	UPADN	Niyant Upadhyay	2,478.81
07/16/2026	0	False	WALTA	Allen Walton	624.07
07/16/2026	0	False	WEBBK	Kevin Webb	385.51
07/16/2026	0	False	WEBSG	Gage Webster	2,374.03
07/16/2026	0	False	WILDL	Lyam Wild-Mullarky	504.46
07/16/2026	0	False	WILLL	Latrice Williams	2,651.51
07/16/2026	0	False	WINKR	Raphael Winkler	1,417.17
07/16/2026	0	False	YOCUB	Bradley Yocum	2,245.34

		Partial ACH:	0.00
		Regular ACH:	380,326.81
Total Employees:	142	Total:	380,326.81

Docusign Envelope ID: B08BE43F-C160-82F8-820B-FE53687B64CA

Payroll

ACH Check Register

User: 'rneermann'
Printed: 07/14/2026 - 4:22PM
Batch: 70116.07.2026
Include Partial: TRUE

Check Date	Check Number	Partial ACH	Employee No	Employee Name	Amount
07/16/2026	0	False	DUBOR	Robert DuBoux	44,392.16

		Partial ACH:	0.00
		Regular ACH:	44,392.16
Total Employees:	1	Total:	44,392.16



Docusign Envelope ID: B08BE43F-C160-82F8-820B-FE53687B64CA

Clearing House

Electronic AP Proof List

User: jhand
Printed: 07/01/2026 - 4:48PM
Sort By: Vendor Number
Batch: 00001.07.2026

Source	Vendor	Name	Transfer/Route	Check Digit	Account Number	Amount
AP5 70002-07-202	ZEMPOW	EMPOWER RETIREMENT LLC,	4444/5555	6	456789123	26,350.49
AP5 70002-07-202	ZFedTax	Federal Taxes from PR,	1111/2222	3	123456789	73,605.29
AP5 70002-07-202	ZPERSRET	CalPERS Retirement,	9876/5432	1	234567891	83,681.37
AP5 70002-07-202	ZState	State of California PR Taxes,	1234/5678	9	987654321	24,514.37
Records Printed: 4						208,151.52

Docusign Envelope ID: B08BE43F-C160-82F8-820B-FE53687B64CA

Clearing House

Electronic AP Proof List

User: rneermann
Printed: 07/23/2026 - 2:59PM
Sort By: Vendor Number
Batch: 00002.07.2026

Source	Vendor	Name	Transfer/Route	Check Digit	Account Number	Amount
AP5 70016-07-202	ZEMPOW	EMPOWER RETIREMENT LLC,	4444/5555	6	456789123	28,768.00
AP5 70016-07-202	ZFedTax	Federal Taxes from PR,	1111/2222	3	123456789	108,303.99
AP5 70016-07-202	ZPERSHEA	CalPERS Health,	3456/7891	2	345678912	238,146.06
AP5 70016-07-202	ZPERSRET	CalPERS Retirement,	9876/5432	1	234567891	1,039,959.50
AP5 70016-07-202	ZState	State of California PR Taxes,	1234/5678	9	987654321	35,587.37
Records Printed: 5						1,450,764.92

Docusign Envelope ID: B08BE43F-C160-82F8-820B-FE53687B64CA

Accounts Payable

Check Register Totals Only

User: rneermann
Printed: 7/28/2026 - 12:39 PM
Batch: 00223.07.2026

Check	Date	Vendor No	Vendor Name	Amount	Voucher
79782	07/28/2026	13STARS	13 STARS MEDIA	536.00	0
79783	07/28/2026	AIPM	ANIMAL & INSECT PEST MANAG	1,495.00	0
79784	07/28/2026	BEARCON	BEAR CONTRACTORS INC	1,750.00	0
79785	07/28/2026	CAPark	CALIFORNIA PARK & RECREATIC	180.00	0
79786	07/28/2026	CARBER	BERNADETTE CARANDANG	100.00	0
79787	07/28/2026	CHAMPCAM	TREVOR ELDER	3,360.00	0
79788	07/28/2026	DCCHURCH	DESERT CITY CHURCH	100.00	0
79789	07/28/2026	DEPTCON	DEPT OF CONSERVATION	11,630.49	0
79790	07/28/2026	DUNGAI	GAIL DUNCAN	61.72	0
79791	07/28/2026	ENHANCE2	ENHANCED LANDSCAPE MANAC	11,122.78	0
79792	07/28/2026	ERGOSOLU	ERGO SOLUTION INC	1,100.00	0
79793	07/28/2026	FUJSIA	SIAN FUJIKAWA	280.00	0
79794	07/28/2026	KRIVID	VIDYA KRISHNAMOORTHY	410.00	0
79795	07/28/2026	LACOWAT	LA CO MALIBU TREASURER-WAT	13,225.36	0
79796	07/28/2026	MMARLINS	MALIBU MARLINS SWIM CLUB	3,920.00	0
79797	07/28/2026	NELTES	TESSA NEELEY	505.00	0
79798	07/28/2026	RAPMIC	MICHAEL RAPINO	606.00	0
79799	07/28/2026	RECTORJ	JUSTIN RECTOR	55.61	0
79800	07/28/2026	ROMDEN	DENISE ROMO	2,500.00	0
79801	07/28/2026	RPBARRI	R P BARRICADE INC	2,008.60	0
79802	07/28/2026	RTW	RTW MANAGEMENT	46,880.00	0
79803	07/28/2026	SCEDISO	SOUTHERN CALIFORNIA EDISON	14.09	0
79804	07/28/2026	SPIROG	SEBASTIAN SPIROGLOU	37.05	0
79805	07/28/2026	TOTALGRA	BRIAN SHORE	1,106.28	0
79806	07/28/2026	ULTMAINT	ULTIMATE MAINTENANCE SERVI	200.00	0
79807	07/28/2026	WILLISCO	THE WILLIS CORPORATION	858.00	0
			Check Total:	104,041.98	

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Batch: 00014.07.2026

Check	Date	Vendor No	Vendor Name		Amount	Voucher
79781	07/23/2026	USBANK	US BANK		67,670.83	0
				Check Total:	67,670.83	

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Printed: 7/23/2026 - 2:57 PM
Batch: 70016.07.2026

Check	Date	Vendor No	Vendor Name	Amount	Voucher
79776	07/23/2026	AETNA	HEALTH AND HUMAN RESOURCI	187.65	0
79777	07/23/2026	BlueShie	BLUE SHIELD OF CALIFORNIA	1,724.35	0
79778	07/23/2026	DELTADE	DELTA DENTAL OF CALIFORNIA	9,596.84	0
79779	07/23/2026	STANDARD	STANDARD INSURANCE COMPAI	351.28	0
79780	07/23/2026	USBANK2	US BANK	1,666.29	0
			Check Total:	13,526.41	

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Batch: 00023.07.2026

Check	Date	Vendor No	Vendor Name	Amount	Voucher
79748	07/23/2026	30360PUB	30 THREE SIXTY PUBLIC FINANC	14,025.61	0
79749	07/23/2026	ACCESS	ACCESS INFORMATION INTERME	191.10	0
79750	07/23/2026	ADJULLEE	THE ADJUL CORPORATION	348,655.23	0
79751	07/23/2026	AT&TMOBI	AT&T MOBILITY	132.95	0
79752	07/23/2026	BURDGE	BURDGE & ASSOCIATES ARCHIT	3,090.00	0
79753	07/23/2026	CASSWCON	CASSWELL CONSULTING INC	1,980.00	0
79754	07/23/2026	CJBIOMON	COURTNEY JEAN MCCAMMON	20,460.00	0
79755	07/23/2026	COTTON	COTTON SHIRES & ASSOCIATES I	668.50	0
79756	07/23/2026	CRASSOC	CHEN RYAN ASSOCIATES INC	7,286.75	0
79757	07/23/2026	FILIPPIN	FILIPPIN ENGINEERING INC	31,993.00	0
79758	07/23/2026	FOXONSIT	FOX ONSITE SOLUTIONS INC	27,675.00	0
79759	07/23/2026	FREDERIC	FREDERICK FISHER & PARTNERS	6,062.50	0
79760	07/23/2026	GOVEXECH	GOVEXEC HOLDINGS LLC	3,000.00	0
79761	07/23/2026	INTERWES	INTERWEST CONSULTING GROUI	10,972.50	0
79762	07/23/2026	IPC INC	INTEGRATED PERFORMANCE CO	122,268.98	0
79763	07/23/2026	KIMLEY	KIMLEY-HORN AND ASSOC INC	7,308.25	0
79764	07/23/2026	LACOSHE	LA CO SHERIFF'S DEPARTMENT	1,018,036.69	0
79765	07/23/2026	MALICOM	MALIBU COMMUNITY LABOR EX	661.00	0
79766	07/23/2026	MICHBAK	MICHAEL BAKER INTERNATION/	23,272.50	0
79767	07/23/2026	MNS	MNS ENGINEERS INC	17,111.32	0
79768	07/23/2026	MOFFATT	MOFFATT & NICHOL	19,039.53	0
79769	07/23/2026	ONDUTYUN	ON DUTY UNIFORMS	4,900.87	0
79770	07/23/2026	PARSARS	PUBLIC AGENCY RETIREMENT S	1,018.14	0
79771	07/23/2026	PETERSOJ	JEFF PETERSON	6,800.00	0
79772	07/23/2026	RINCONC	RINCON CONSULTANTS INC	37,495.00	0
79773	07/23/2026	SEKMAR	MARINA SEK	14,575.00	0
79774	07/23/2026	TRUNORTH	TRUE NORTH COMPLIANCE SERV	24,335.00	0
79775	07/23/2026	WESTAV	WESTERN A/V	173,003.33	0
			Check Total:	1,946,018.75	

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Check	Date	Vendor No	Vendor Name	Amount	Voucher
79717	07/23/2026	13STARS	13 STARS MEDIA	1,713.34	0
79718	07/23/2026	ACCOUNTE	OFFICE TEAM A ROBERT HALF C	6,359.60	0
79719	07/23/2026	ANAWALT	ANAWALT LUMBER CO INC	1.00	0
79720	07/23/2026	BADMET	BADGER METER INC	39.99	0
79721	07/23/2026	BAXFAI	FAITH BAXTER	50.00	0
79722	07/23/2026	BEARCON	BEAR CONTRACTORS INC	850.00	0
79723	07/23/2026	BRAJAM	JAMES BRADSHAW	50.00	0
79724	07/23/2026	BROCOU	COURTNEY BROWN	16.80	0
79725	07/23/2026	CRPRINT	EARTH PRINT INC	5,601.10	0
79726	07/23/2026	EASGED	GEDALIA EASHAK	3,499.00	0
79727	07/23/2026	EATOTYLE	TYLER EATON	316.08	0
79728	07/23/2026	FAHNAD	NADIA FAHOUM	19.36	0
79729	07/23/2026	FENCE	FENCE FACTORY RENTALS	254.34	0
79730	07/23/2026	G10LAW	G10 LAW APLC	71.30	0
79731	07/23/2026	GIINDUS	GI INDUSTRIES	1,130.78	0
79732	07/23/2026	HDSUPPLY	HD SUPPLY INC	764.36	0
79733	07/23/2026	HELBIL	BILL HELMAN	276.84	0
79734	07/23/2026	HUNCON	HUNT CUSTOM CONSTRUCTION	86.00	0
79735	07/23/2026	LACOCLE	LA COUNTY REGISTRAR-RECORI	25.00	0
79736	07/23/2026	LACOWAT	LA CO MALIBU TREASURER-WAT	1,849.02	0
79737	07/23/2026	LIVESCAN	PAIGE S APAR	440.00	0
79738	07/23/2026	MALIBUJE	MALIBU JEWISH CENTER & SYN/	215.00	0
79739	07/23/2026	MASTERCO	MASTER COOLING CORPORATIO	2,116.15	0
79740	07/23/2026	ROWSUS	SUSAN ROWTON	50.00	0
79741	07/23/2026	SCEDISO	SOUTHERN CALIFORNIA EDISON	14.51	0
79742	07/23/2026	SCGas	SOUTHERN CALIFORNIA GAS CO	16.71	0
79743	07/23/2026	SHABIJ	BIJAN SHAHMORADI	167.40	0
79744	07/23/2026	STAFAR	FARAH STACK	39.22	0
79745	07/23/2026	STAPLES	STAPLES CONTRACT & COMMER	1,439.35	0
79746	07/23/2026	UNDERGR	UNDERGROUND SERVICE ALERT	193.38	0
79747	07/23/2026	VANTPOIN	24515 VANTAGE POINT SYNDICA	50.00	0
			Check Total:	27,715.63	

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Check	Date	Vendor No	Vendor Name	Amount	Voucher
79702	07/21/2026	ARCIR	ARC DOCUMENT SOLUTIONS LL	2,468.55	0
79703	07/21/2026	CALIBARR	CALIFORNIA BARRICADE RENTA	20,647.36	0
79704	07/21/2026	CJBIOMON	COURTNEY JEAN MCCAMMON	10,337.00	0
79705	07/21/2026	CMS	RICHARD COMI	390.00	0
79706	07/21/2026	COASTALW	CALIFORNIA COASTAL WORKS L	20,927.00	0
79707	07/21/2026	COSONOMA	COUNTY OF SONOMA DEPT OF E	13,590.33	0
79708	07/21/2026	GOVERNF	GOVERNMENTAL FINANCIAL SEI	825.00	0
79709	07/21/2026	LACOREG	LA CO REGISTRAR RECCORDER/	65.00	0
79710	07/21/2026	NEWBURY	NEWBURY PARK TREE SERVICE I	75,000.00	0
79711	07/21/2026	TETRATE	TETRA TECH INC	920.00	0
79712	07/21/2026	TRUNORTH	TRUE NORTH COMPLIANCE SERV	456,547.72	0
79713	07/21/2026	UNIWASTE	UNIVERSAL WASTE SYSTEMS	1,217.72	0
79714	07/21/2026	USLABS	BUREAU VERITAS NORTH AMERI	119,145.85	0
79715	07/21/2026	VIDO	VIDO ARTUKOVICH & SON INC/V	1,222,650.00	0
79716	07/21/2026	WILLDAN	WILLDAN ENGINEERING	6,280.00	0
			Check Total:	1,951,011.53	

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Check	Date	Vendor No	Vendor Name	Amount	Voucher
79674	07/16/2026	APPLE	APPLEONE	1,521.60	0
79675	07/16/2026	COASTALW	CALIFORNIA COASTAL WORKS L	24,621.00	0
79676	07/16/2026	CSGCON	CSG CONSULTANTS INC	15,583.50	0
79677	07/16/2026	ENHANCE2	ENHANCED LANDSCAPE MANAC	44,334.89	0
79678	07/16/2026	EXCELOFF	EXCEL OFFICE SERVICES	745.73	0
79679	07/16/2026	FOXONSIT	FOX ONSITE SOLUTIONS INC	54,945.00	0
79680	07/16/2026	FRONTIER	FRONTIER CALIFORNIA INC	1,980.81	0
79681	07/16/2026	HDL	HINDERLITER DE LLAMAS & ASS	2,306.39	0
79682	07/16/2026	INTERWES	INTERWEST CONSULTING GROUI	35,651.25	0
79683	07/16/2026	iRIS	LORRIE FEINBERG	6,825.00	0
79684	07/16/2026	LACOWAT	LA CO MALIBU TREASURER-WAT	2,275.56	0
79685	07/16/2026	M6COSLT	M6 CONSULTING INC	7,994.50	0
79686	07/16/2026	MICHBAK	MICHAEL BAKER INTERNATION/	42,086.25	0
79687	07/16/2026	MNS	MNS ENGINEERS INC	62,110.05	0
79688	07/16/2026	MOFFATT	MOFFATT & NICHOL	13,307.50	0
79689	07/16/2026	RINCONC	RINCON CONSULTANTS INC	9,409.75	0
79690	07/16/2026	SCEDISO	SOUTHERN CALIFORNIA EDISON	56.79	0
79691	07/16/2026	SEKMAR	MARINA SEK	24,652.88	0
79692	07/16/2026	SOLIDWA	SOLID WASTE SOLUTIONS INC	16,429.70	0
79693	07/16/2026	TMOBILE	T-MOBILE USA INC	1,508.93	0
79694	07/16/2026	TOSHIBA	US BANK NATIONAL ASSOCIATIC	4,940.60	0
79695	07/16/2026	TRENCH	TOM MALLOY CORPORATION	1,848.00	0
79696	07/16/2026	TRIDENGR	TRIDEN GROUP CORPORATION	24,837.00	0
79697	07/16/2026	TULARECO	TULARE COUNTY OFFICE OF EM	2,045.51	0
79698	07/16/2026	VERIZONW	VERIZON WIRELESS SERVICES L	5,358.76	0
79699	07/16/2026	XEROX	XEROX CORPORATION	80.85	0
79700	07/16/2026	XEROXFIN	XEROX CORPORATION	122.89	0
79701	07/16/2026	YEHASSOC	YEH AND ASSOCIATES INC	70,459.09	0
			Check Total:	478,039.78	

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Check	Date	Vendor No	Vendor Name	Amount	Voucher
79665	07/16/2026	4LEAF	4LEAF INC	627,821.80	0
79666	07/16/2026	CASSWCON	CASSWELL CONSULTING INC	18,955.50	0
79667	07/16/2026	CIVICSO	CIVIC SOLUTIONS INC	16,018.75	0
79668	07/16/2026	COOKALI	ALLISON COOK	7,920.00	0
79669	07/16/2026	COTTON	COTTON SHIRES & ASSOCIATES I	165,580.37	0
79670	07/16/2026	DEPTINDU	DEPARTMENT OF INDUSTRIAL RI	125.00	0
79671	07/16/2026	iRIS	LORRIE FEINBERG	12,512.50	0
79672	07/16/2026	KIMLEY	KIMLEY-HORN AND ASSOC INC	123,596.30	0
79673	07/16/2026	TRUNORTH	TRUE NORTH COMPLIANCE SERV	107,448.45	0
			Check Total:	1,079,978.67	

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Check	Date	Vendor No	Vendor Name	Amount	Voucher
79625	07/16/2026	13STARS	13 STARS MEDIA	268.00	0
79626	07/16/2026	ALLENEL	ALLEN ELECTRIC & LIGHTING IN	43,020.13	0
79627	07/16/2026	AMERGLOB	AMERICAN GLOBAL SECURITY I	5,963.16	0
79628	07/16/2026	ANAWALT	ANAWALT LUMBER CO INC	173.46	0
79629	07/16/2026	ATHSAY	SAYA ATHLETICA	100.00	0
79630	07/16/2026	BARPAG	PAGE BARTELT	260.00	0
79631	07/16/2026	CHAMPCAM	TREVOR ELDER	5,152.00	0
79632	07/16/2026	CHARLOTT	CHARLOTTE ANNE WARD	500.00	0
79633	07/16/2026	COFBRO	BROOKE COFFEY	190.00	0
79634	07/16/2026	COOPERM	MARSHA COOPER	660.00	0
79635	07/16/2026	CROSSING	CROSSING GUARD SERVICES LLC	456.00	0
79636	07/16/2026	DANESHJ	JACKLINE DANESHRAD	910.00	0
79637	07/16/2026	DILLMIK	MIKE DILLON	100.00	0
79638	07/16/2026	ENHANCE2	ENHANCED LANDSCAPE MANAC	5,918.33	0
79639	07/16/2026	FENCE	FENCE FACTORY RENTALS	15,622.95	0
79640	07/16/2026	GUTSTE	STEVEN GUTIERREZ	900.00	0
79641	07/16/2026	HDSUPPLY	HD SUPPLY INC	1,398.43	0
79642	07/16/2026	KEIKOR	KORY KEITH	260.00	0
79643	07/16/2026	KIDMOV	MOVIES BY KIDS OC	3,150.00	0
79644	07/16/2026	KUZJUL	JULIA KUZNETSOV	260.00	0
79645	07/16/2026	LACOAGRI	LA CO AGRICULTURAL COMMISS	7,677.84	0
79646	07/16/2026	LAWSONS	SKYLAR J LAWSON	6,762.00	0
79647	07/16/2026	MAINSTRE	ATHACO INC	648.57	0
79648	07/16/2026	MALIDEMO	MALIBU DEMOLITION INC	5,500.00	0
79649	07/16/2026	MANMIC	MICHAEL ANTHONY MANFREDO	360.00	0
79650	07/16/2026	MERRICKJ	JUDY MERRICK	320.00	0
79651	07/16/2026	MOSALI	ALI MOSES	240.00	0
79652	07/16/2026	MOSSER	MOSSER PLUMBING & HEATING	300.00	0
79653	07/16/2026	NATIONA	NATIONAL CONSTRUCTION REN	74.94	0
79654	07/16/2026	POLADOM	DOMINIKA POLATIN	480.00	0
79655	07/16/2026	ROSENSHE	SHEILA ROSENTHAL	320.00	0
79656	07/16/2026	RPBARRI	R P BARRICADE INC	1,200.00	0
79657	07/16/2026	SARSMI	SMITA SARDAR	100.00	0
79658	07/16/2026	SIEDEB	DEBRA POMMER-SIEGEL	100.00	0
79659	07/16/2026	SMASH	SMASH ATHLETICS INC	728.27	0
79660	07/16/2026	TALNOO	TALENTNOOK INC	325.00	0
79661	07/16/2026	TECREC	REC TECHNOLOGIES INC	9,000.00	0
79662	07/16/2026	TOTALGRA	BRIAN SHORE	634.49	0
79663	07/16/2026	WAXIE	WAXIE ENTERPRISES LLC	162.07	0
79664	07/16/2026	WIRNIC	NICOLLE WIRES	300.00	0
			Check Total:	120,495.64	

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Check	Date	Vendor No	Vendor Name	Amount	Voucher
79597	07/07/2026	ACCESS	ACCESS INFORMATION INTERMI	3,729.55	0
79598	07/07/2026	ANDYGUMP	ANDY GUMP INC	114.98	0
79599	07/07/2026	AT&TMOBI	AT&T MOBILITY	313.98	0
79600	07/07/2026	BBK	BEST BEST & KRIEGER LLP	177,815.50	0
79601	07/07/2026	BONDCONS	BOND CONSULTING GROUP INC	60,000.00	0
79602	07/07/2026	CASTRATE	CALIFORNIA STRATEGIES & ADV	12,500.00	0
79603	07/07/2026	CROSSING	CROSSING GUARD SERVICES LL(	2,280.00	0
79604	07/07/2026	CRUZSTRA	CRUZ STRATEGIES LLC	10,000.00	0
79605	07/07/2026	CSLEGACY	CS LEGACY CONSTRUCTION INC	428,834.33	0
79606	07/07/2026	DCMCLLC	LEMOINE SERVICES HOLDINGS I	30,699.25	0
79607	07/07/2026	DEPTINDU	DEPARTMENT OF INDUSTRIAL RI	225.00	0
79608	07/07/2026	EARTHCAM	EARTHCAM INC	832.75	0
79609	07/07/2026	FELSENGR	FELSEN GROUP INC	5,155.80	0
79610	07/07/2026	GUTSTE	STEVEN GUTIERREZ	900.00	0
79611	07/07/2026	HOMEBOY	HOMEBOY RECYCLING A CA SOC	3,148.38	0
79612	07/07/2026	IPC INC	INTEGRATED PERFORMANCE CO	109,373.49	0
79613	07/07/2026	KIRKCART	LATANYA KIRKCARTER	1,500.00	0
79614	07/07/2026	KOSMONT	KOSMONT & ASSOCIATES INC	4,095.00	0
79615	07/07/2026	LACOSHE	LA CO SHERIFF'S DEPARTMENT	18,645.56	0
79616	07/07/2026	LARICS	COUNTY OF LOS ANGELES LA-RI	960.00	0
79617	07/07/2026	MALAUTO	MALIBU AUTO CARE SPECIALIST	4,288.34	0
79618	07/07/2026	MATTMICH	DR MICHAEL D MATTHEWS	2,400.00	0
79619	07/07/2026	PEGASUSS	PEGASUS STUDIOS	6,720.00	0
79620	07/07/2026	QUINTO	QUINTO CONSULTING LP	4,400.00	0
79621	07/07/2026	REMOTESA	REMOTE SATELLITE SYSTEMS IN	268.00	0
79622	07/07/2026	RYLAND	STLR CORPORATION	5,751.25	0
79623	07/07/2026	SOLIDWA	SOLID WASTE SOLUTIONS INC	27,835.03	0
79624	07/07/2026	TRIPEPIS	TRIPEPI SMITH & ASSOCIATES	2,782.25	0
			Check Total:	925,568.44	

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79579	07/07/2026	ACMEVALL	ACME VALLEY SECURITY SERVI(	1,362.00	0
79580	07/07/2026	AMTECH	PACIFIC COAST ELEVATOR CORP	866.40	0
79581	07/07/2026	CAJPIA	CALIFORNIA JPIA	1,467,255.00	0
79582	07/07/2026	COMMRE	COMMUNICATIONS RELAY LLC	450.00	0
79583	07/07/2026	ICMAASS	INTERNATIONAL CITY/COUNTY I	200.00	0
79584	07/07/2026	LACOFIR	LOS ANGELES COUNTY FIRE DEI	2,536.00	0
79585	07/07/2026	LEAGOFCA	LEAGUE OF CALIFORNIA CITIES	1,344.00	0
79586	07/07/2026	LOSANGEL	LOS ANGELES COUNTY TAX COL	240.36	0
79587	07/07/2026	NEARMAP	NEARMAP US INC	9,267.18	0
79588	07/07/2026	NETFILE	NETFILE INC	4,500.00	0
79589	07/07/2026	NEXTIVA	NEXTIVA INC	5,942.70	0
79590	07/07/2026	RIOCAR	CARRIE RIOS	147.69	0
79591	07/07/2026	SCAG	SOUTHERN CALIFORNIA ASSOCI	1,721.00	0
79592	07/07/2026	SISTER	SISTER CITIES INTERNATIONAL	310.00	0
79593	07/07/2026	USBANK5	US BANK	5,670.00	0
79594	07/07/2026	WAVEENTE	WAVE ENTERPRISES INC	15,711.98	0
79595	07/07/2026	WILLSCOT	WILLIAMS SCOTSMAN INC	2,844.04	0
			Check Total:	1,520,368.35	

Docusign Envelope ID: B08BE43F-C160-82F8-820B-FE53687B64CA

Accounts Payable

Check Register Totals Only

User: rneermann
Printed: 7/1/2026 - 2:19 PM
Batch: 70002.07.2026

Check	Date	Vendor No	Vendor Name		Amount	Voucher
79578	07/01/2026	USBANK2	US BANK		1,420.37	0
				Check Total:	1,420.37	

City Council Meeting
08-10-26
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: July 28, 2026 Meeting date: August 10, 2026

Subject: Approval of Minutes

RECOMMENDED ACTION: Approve the minutes for the December 8, 2025 Regular Meeting, December 17, 2025 Special Meeting, and the December 17, 2025 Adjourned Regular 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 December 8, 2025 Regular Meeting, December 17, 2025 Special Meeting, and the December 17, 2025 Adjourned Regular Meeting.

ATTACHMENTS:
December 8, 2025 Regular Meeting
December 17, 2025 Special Meeting
December 17, 2025 Adjourned Regular Meeting

MINUTES
MALIBU CITY COUNCIL
REGULAR MEETING
DECEMBER 8, 2025
COUNCIL CHAMBERS
5:30 P.M.

MEETING CALL TO ORDER

Mayor Riggins called the meeting to order at 4:30 p.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.

PUBLIC COMMENT ON CLOSED SESSION

Mayor Riggins opened the floor to public comment.

Speakers: None.

RECESS TO CLOSED SESSION

At 4:31 p.m., the Council recessed to Closed Session to discuss the following items listed on the Closed Session agenda:

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

1. Case Name: City's Petition to Form Malibu USD from Territory in the Santa Monica-Malibu USD

Personnel Matters pursuant to Government Code Section 54957:

1. Public Employee Appointment
   Title: City Manager

Conference with Labor Negotiator pursuant to Government Code Section 54957.6:

1. City representative: Interim City Attorney Trevor Rusin
   Unrepresented employee: City Manager

Conference with Legal Counsel – Anticipated Litigation

1. Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code section 54956.9
   Number of potential cases: (2)

REGULAR SESSION CALL TO ORDER

Mayor Riggins called the meeting to order at 5:35 p.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; Christopher Smith, Assistant City Manager; Frances Arricale, Deputy City Manager; Richard Rojas, Deputy City Manager; Kelsey Pettijohn, City Clerk; Kristin Riesgo, Community Services Director; Yolanda Bundy, Community Development Director; Susan Dueñas, Public Safety Director; Rob DuBoux, Public Works Director; Christine Wood, Deputy City Attorney; Cynthia Alba, Senior Management Analyst; Parker Davis, Media Technician; Matt Myerhoff, Media Information Officer; Nico Sanchez, Management Analyst; Christina Muñoz, Deputy City Clerk; Fletcher Allen, Senior Planner; Tyler Eaton, Assistant Community Development Director

PLEDGE OF ALLEGIANCE

Mayor Riggins led the Pledge of Allegiance.

CLOSED SESSION REPORT

Interim City Attorney Rusin reported that the meeting convened at 4:30 p.m., after which time the City Council recessed to a Closed Session pursuant to Government Code Sections 54956.9, 54957, 54957.6, with all Councilmembers present. He stated the Council discussed the items on the Closed Session agenda and took no reportable action.

REPORT ON POSTING OF AGENDA

City Clerk Pettijohn reported that the agenda for the meeting was properly posted on November 26, 2025, with the amended agenda posted on December 5, 2025.

APPROVAL OF AGENDA

MOTION Councilmember Uhring moved, and Councilmember Stewart seconded a motion to approve the agenda.

FRIENDLY AMENDMENT

Mayor Riggins moved to hear Item No. 7.B. before Item No. 4.A.

The amendment was accepted by the maker and the seconder.

FRIENDLY AMENDMENT

Councilmember Conrad moved to hear Item No. 7.A. after Item No. 7.B.

The amendment was accepted by the maker and the seconder.

The amended motion carried unanimously.

ITEM 1 CONSENT CALENDAR

Mayor Riggins opened the floor to public comment on the Consent Calendar.

Speakers: Ozzy Seider, Caleb Seider

As there were no other speakers present, Mayor Riggins returned the matter to the table for discussion.

Item No. 1.B.4. was pulled by the Council.

MOTION Councilmember Uhring moved, and Councilmember Stewart seconded a motion to approve the Consent Calendar, pulling Item No. 1.B.4. The motion carried unanimously.

The Consent Calendar consisted of the following items:

A. Previously Discussed Items

None.

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.

2. Approve Warrants

Recommended Action: Allow and approve warrant demand numbers 77299-77430 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. 780 in the amount of the warrant appearing opposite their names, for the purposes stated on the respective demands in a total amount of $4,695,167.63. City of Malibu payroll check number 5538-5541 and ACH deposits were issued in the amount of $392,135.20.

3. Approval of Minutes

Recommended Action: Approve the minutes for the June 9, 2025 Regular Meeting and the June 17, 2025 Special Meeting.

5. Annual Progress Report Regarding the Implementation of the City's Housing Element – Calendar Year 2024
   Recommended Action: 1) Review the 2024 Housing Element Annual Progress Report (APR); and 2) Authorize submittal of the 2024 APR to the California Department of Housing and Community Development (HCD) and the Governor's Office of Land Use and Climate Innovation (LCI) in accordance with Gov. Code § 65400.
6. Right-of-Way Certification Contract Manager
   Recommended Action: 1) Adopt Resolution No. 25-56 appointing the City Manager and Public Works Director as the designated Contract Manager for right-of-way matters; 2) Authorize the City of Malibu Public Works Director/City Engineer to establish and maintain a partnership with Caltrans District 7 for right-of-way activities as a nonqualified Local Agency; 3) Authorize the City of Malibu Public Works Director/City Engineer to execute Right-of-Way Certifications for transportation projects that receive State and/or Federal funding.
7. Amendment to Professional Services Agreement for On-Call Construction Management Services
   Recommended Action: Authorize the Mayor to execute Amendment No. 2 to the Professional Services Agreement with Filippin Engineering (Filippin) amending compensation in the amount of $300,000 for a total not to exceed $1,025,000 for construction management services in response to the Palisades and Franklin Fires.
8. Amendment to Professional Services Agreement for On-Call Construction Management Services
   Recommended Action: Authorize the Mayor to execute Amendment No. 2 to the Professional Services Agreement with Filippin Engineering (Filippin) amending the compensation in the amount of $404,511.62 for a total not to exceed $1,016,408.60 for On-Call Construction Management Services related to the City's Capital Improvement Program.
9. Amendment to Agreement with American Global Security, Inc.
   Recommended Action: Authorize the Mayor to execute Amendment No. 2 to the Professional Services Agreement with American Global Security, Inc.

The following items were pulled from the consent calendar for individual consideration:

4. Tree Replacement on Cross Creek Road
   Recommended Action: 1) Authorize staff to remove two non-native Norfolk Island Pine Trees located in the City's right-of-way at 3900 Cross Creek Road; and 2) Replace the trees with native California bay laurel trees (Umbellularia Californica).

   The Council discussed the item and directed questions to staff.

MOTION Councilmember Uhring moved, and Councilmember Stewart seconded a motion to: 1) authorize staff to remove two non-native Norfolk Island Pine

Trees located in the City's right-of-way at 3900 Cross Creek Road; and 2) replace the trees with native California bay laurel trees (Umbellularia Californica). The motion carried unanimously.

ITEM 2 CEREMONIAL/PRESENTATIONS

A. Franklin Fire Remembrance

Mayor Pro Tem Silverstein offered remarks in remembrance of the Franklin Fire and its effects on the Malibu community.

Mayor Riggins offered remarks in remembrance of the Franklin Fire and presentation of certifications to the following organizations: Arson Watch, Community Emergency Response Team, City of Calabasas, Community Brigade, KBUU FM, Los Angeles City Fire Department, Los Angeles County Fire Department, Los Angeles County Sheriff's Department, Los Angeles County Sheriff's Department Volunteers on Patrol, and Los Angeles County Supervisor Lindsey Horvath.

B. Proclamation Declaring December 13, 2025 as Dick Van Dyke Golden Day

Mayor Riggins presented the proclamation to Karin Al Hardin.

Karin Al Hardin thanked the Council on behalf of Dick Van Dyke.

C. Presentation of 2025 Malibu Surf Legend Award for Randall "Crawdaddy" Miod

Parks and Recreation Chair Judy Villablanca presented the award to the family of Randall "Crawdaddy" Miod.

D. Wastewater Updates

Public Works Director DuBoux presented an update on the Civic Center Water Treatment Facility (CCWTF) and Pacific Coast Highway (PCH) sewer projects.

The Council directed questions to staff.

ITEM 3 COMMISSION / COMMITTEE / CITY MANAGER UPDATES

Interim City Manager Bond extended heartfelt wishes for a joyful holiday season to Malibu residents, City staff, and the broader community. She recognized Malibu's resilient community spirit. She discussed recent community events honoring Dick Van Dyke. She announced that the Santa Monica-Malibu Unified School District Board had approved agreements related to the school district separation process. She announced that 25 new businesses had opened in the last six months and encouraged local businesses to complete the City's business support survey. She encouraged residents to participate in the City of Malibu Evacuation

Plan survey. She provided an update on the annual homeless count, noting that it showed a steady decline. She announced upcoming youth and senior recreation programs.

Community Development Director Bundy provided an update on streamlined permitting processes and rebuild permit statistics. She reported on the Regional Water Quality Control Board guidance for onsite wastewater treatment systems (OWTS) for fire rebuilds. She discussed Supervisor Horvath's motion to approve fee waivers for fire rebuilds. She announced that a Caltrans representative will be available at the Rebuild Center once a week to assist with questions and encroachment permits. She announced an upcoming Geotechnical Workshop on December 10, 2025 and Community Meeting on December 11, 2025. She also announced the Rebuild Center holiday hours.

The Council directed questions to Community Development Director Bundy.

Kevin Shenkman, Mobilehome Park Rent Stabilization Commission, reported on the Commission's November 20, 2025 meeting and the Commission's recommended amendments to the Mobilehome Rent Stabilization Ordinance. He requested that the item be heard by the City Council at the first meeting in January.

The Council directed questions to Mr. Shenkman.

Sergeant Chris Soderlund, Los Angeles County Sheriff Department, presented crime statistics for November 2025 and discussed significant incidents.

The Council directed questions to Sergeant Soderlund.

Ranger Tim Pera, Mountains Recreation and Conservation Authority, presented the November 2025 Ranger report and citation statistics.

The Council directed questions to Ranger Pera.

RECESS At 7:19 p.m., Mayor Riggins recessed the meeting. The meeting resumed at 7:32 p.m. with all Councilmembers present.

ITEM 7 NEW BUSINESS

B. School Separation Package (Negotiated Agreements with Santa Monica-Malibu Unified School District)
Recommended Action: Authorize City Manager to execute the three agreements that have been negotiated with the Santa Monica-Malibu Unified School District (SM-MUSD) that set forth the financial framework for an independent Malibu Unified School District (MUSD).

Deputy City Attorney Wood presented the staff report.

Mayor Riggins opened the floor to public comment.

Speakers: Heather Alfano (John Alfano, and Terry Davis deferred time to Heather Alfano), Olivia and Gemma Alfano, Colton Alfano, Josh Donfeld, Karin Al Hardan, Kevin Keegan (Jo Drummond deferred time to Kevin Keegan), Dana Graulich, Anne K., Mark DiPaola, Josh Spiegel, Craig Foster, Alicia Peak, Craig Foster, Carl Randall, Scott Dittrich, Kevin Shenkman, Karen Farrer (Shoshana Kuttner, and Melissa Coughlan deferred time to Karen Farrer), Wade Major (Marni Kamins, Chad Peters, Rick Mullen, Laura Rosenthal, Arno Koch, and Darren Graves deferred time to Wade Major), Stacey Rouse, Melisa Solano, Seth Jacobson, Lou La Monte, and Howard Rudzki

As there were no other speakers present, Mayor Riggins returned the matter to the table for discussion.

The Council discussed the item.

MOTION Mayor Riggins moved, and Councilmember Uhring seconded a motion to authorize the City Manager to execute the three agreements that have been negotiated with the Santa Monica-Malibu Unified School District (SM-MUSD) that set forth the financial framework for an independent Malibu Unified School District (MUSD).

The Council discussed the item.

The motion carried unanimously.

A. Amendment to the Malibu Local Coastal Program and Malibu Municipal Code Title 17 (Zoning) Modifying Standards Related to Beachfront Total Development Square Footage and Establishing a Beachfront Definition (Continued from November 24, 2025)
Recommended Action: 1) Adopt Resolution No. 25-56 initiating amendments to the Local Coastal Program (LCP) and Title 17 (Zoning) of the Malibu Municipal Code (MMC) modifying standards related to beachfront total development square footage (TDSF), clarifying the definition of beachfront lots, and addressing related issues; 2) Direct staff to schedule a meeting with the Zoning Ordinance Revisions and Code Enforcement Subcommittee (ZORACES); and 3) Direct the Planning Commission to schedule a public hearing regarding the same following the ZORACES recommendation.

Assistant Community Development Director Eaton presented the staff report.

The Council directed questions to staff.

Mayor Riggins opened the floor to public comment.

Speakers: Carmel McFayden, Marissa Coughlan, Lloyd Ahern (Bob La Bonge deferred time to Lloyd Ahern), Darren Graves, Danny Smith (Jo Drummond, Anne

Rurner, Mason Turner, and Wendy Turner deferred time to Danny Smith), Carly Steel (Cody Garcia, Michael Cohen, and Robert Steel deferred time to Carly Steel), Abe Roy, Carol Nidorf, Josh Spiegel, Jason Jenaress, Jacob Andreon, Ryan Embree, Jennifer Hoppel, Heather Michaels, and Howard Rudzki

Anne K. declined the opportunity to speak.

As there were no other speakers present, Mayor Riggins returned the matter to the table for discussion.

The Council discussed the item and directed questions to staff.

MOTION Mayor Pro Tem Silverstein moved, and Councilmember Stewart seconded a motion to direct ZORACES to consider codifying the existing interpretation of the definition of a beach front property.

The Council discussed the item and directed questions to staff.

AMENDMENT

Mayor Pro Tem Silverstein moved to: 1) direct staff that this project is not a high priority; and 2) adopt Resolution No. 25-56, as amended to: a) delete Section 3; b) revise Section 2 to state, "Pursuant to Local Coastal Program (LCP) Local Implementation Plan (LIP) Chapter 19 and Malibu Municipal Code (MMC) Chapter 17.74, the City Council hereby initiates amendments to the LCP and Title 17 (Zoning) of the MMC to clarify the definition of beachfront lots to match the definition staff has applied in the past and direct staff to issue a Notice of Availability consistent with LIP Section 19.3.1"; c) delete the recitals; and d) revise Section 5 to delete "modify standards related to beachfront total development square footage (TDSF)."

The amendment was accepted by the seconder.

The motion carried unanimously.

MOTION Mayor Riggins moved, and Councilmember Conrad seconded a motion to hear Item No. 7.C. next. The motion carried unanimously.

RECESS At 10:07 p.m., Mayor Riggins recessed the meeting. The meeting resumed at 10:18 p.m. with all Councilmembers present.

ITEM 7 NEW BUSINESS (Continued)

C. Library Set Aside Fund Priorities for Fiscal Year 2026-27
Recommended Action: Approve a prioritized list of expenditures to be discussed at the yearly meeting between the City and County Library regarding the Malibu Library Set Aside Funds for Fiscal Year 2026-27.

Senior Management Analyst Alba presented the staff report.

The Council directed questions to staff.

Mayor Riggins opened the floor to public comment.

Speaker: Charlotte Ward, Jo Drummond (Jan Raulich deferred time to Jo Drummond), Mikke Pierson, Dana Wolff Phillips, Ethan White, Denise deGarmo, and Pamela Conley Ulich

As there were no other speakers present, Mayor Riggins returned the matter to the table for discussion.

The Council discussed the item and directed questions to staff and Melissa Stallings (LA County Library)

Discussion:
Include poet laureate program

MOTION Mayor Pro Tem Silverstein moved, and Mayor Riggins seconded a motion to: 1) approve: a) continuing funding for the FY 2025-26 budget items; b) funding the community proposals from the Community Brigade, Boys and Girls Club, and Malibu Film Society; c) funding three security guards, and directing that two of the positions be filled immediately; d) funding for Boys and Girls Club supplies; and e) funding the SAMO Fund proposal; and 2) direct staff to explore the development of a world-class library on the site of the current library.

The Council discussed the item and directed questions to staff.

The motion carried unanimously.

MOTION Mayor Riggins moved, and Mayor Pro Tem Silverstein seconded a motion to hear Item No. 4.A. after 10:30 p.m. The motion carried unanimously.

ITEM 4.A. PUBLIC COMMENTS

Anne K. recommended that the City expand emergency radio programs. She discussed her run for Governor of California.

Kevin Keegan discussed developments in technology, including AI and drones. He discussed how technology needs to be addressed when planning for the future of the City.

Danny Smith thanked the City for working to resolve the onsite wastewater system questions for fire rebuilds.

Gary Wonnacott discussed the Pacific Coast Highway (PCH) roundabouts project

and expressed opposition to the project.

Jan Ravlich deferred time to Jo Drummond.

Colin Drummond deferred time to Jo Drummond.

Jo Drummond commended the Council for approving the school district separation agreements and discussed how important it was for the community to work together. She discussed the City Manager recruitment. She discussed two recent fatal collisions on PCH.

Darren Graves thanked the City for working to resolve the onsite wastewater system questions for fire rebuilds. He commended the new streamlined permit submittal process and recommended implementing an electronic land management system.

Salwa Wahba requested the Council support the suspension of sales tax for fire rebuild costs.

CONSENSUS

By consensus, the Council directed staff to bring back an item as soon as possible to consider sending a letter of support to waive or reimburse sales tax for construction costs for fire rebuilds.

Ryan Embree discussed the PCH roundabouts project and a study recommending a roundabout in a different location.

Scott Dittrich discussed the PCH roundabouts project.

Greg Harris discussed the PCH roundabouts project and expressed opposition to the project.

Denise DeGarmo was not available at the time of the hearing.

Alicia Peak was not available at the time of the hearing.

MOTION Councilmember Stewart moved, and Councilmember Conrad seconded a motion to hear Item No. 5.A. next and after 10:30 p.m. The motion carried unanimously.

ITEM 5 ORDINANCES AND PUBLIC HEARINGS

A. Adoption of Ordinance No. 531U - California Building Standards Code
Recommended Action: 1) After the City Attorney reads the title of the ordinance, adopt Ordinance No. 531U, an ordinance of the City of Malibu, adopting by reference Title 26 of the Los Angeles County Code, incorporating the California Building Code, 2025 Edition; Title 27 of the Los Angeles County Code, incorporating the California Electrical Code, 2025 Edition; Title 28 of the Los

Angeles County Code, incorporating the California Plumbing Code, 2025 Edition; Title 29 of the Los Angeles County Code, incorporating the California Mechanical Code, 2025 Edition; Title 30 of the Los Angeles County Code, incorporating the California Residential Code, 2025 Edition; Title 31 of the Los Angeles County Code, incorporating the California Green Building Standards Code, 2025 edition; the California Energy Code, 2025 Edition; Title 33 of the Los Angeles County Code, incorporating the California Existing Building Code, 2025 Edition; the California Fire Code, 2025 Edition; making amendments to said codes; repealing Ordinance No. 503; declaring the urgency thereof; and finding the action exempt from the California Environmental Quality Act; 2) After the City Attorney reads the title of the ordinance, introduce on first reading Ordinance No. 531; and 3) Direct staff to schedule second reading and adoption of Ordinance No. 531 for the January 12, 2026 City Council regular meeting.

Community Development Director Bundy presented the staff report.

Mayor Riggins opened the floor to public comment. As there were no speakers present, Mayor Riggins returned the matter to the table for discussion.

The Council discussed the item and directed questions to staff.

MOTION Councilmember Uhring moved, and Mayor Riggins seconded a motion to: 1) adopt Ordinance No. 531U, an ordinance of the City of Malibu, adopting by reference Title 26 of the Los Angeles County Code, incorporating the California Building Code, 2025 Edition; Title 27 of the Los Angeles County Code, incorporating the California Electrical Code, 2025 Edition; Title 28 of the Los Angeles County Code, incorporating the California Plumbing Code, 2025 Edition; Title 29 of the Los Angeles County Code, incorporating the California Mechanical Code, 2025 Edition; Title 30 of the Los Angeles County Code, incorporating the California Residential Code, 2025 Edition; Title 31 of the Los Angeles County Code, incorporating the California Green Building Standards Code, 2025 edition; the California Energy Code, 2025 Edition; Title 33 of the Los Angeles County Code, incorporating the California Existing Building Code, 2025 Edition; the California Fire Code, 2025 Edition; making amendments to said codes; repealing Ordinance No. 503; declaring the urgency thereof; and finding the action exempt from the California Environmental Quality Act; 2) After the City Attorney reads the title of the ordinance, introduce on first reading Ordinance No. 531; and 3) Direct staff to schedule second reading and adoption of Ordinance No. 531 for the January 12, 2026 City Council regular meeting.

Interim City Attorney Rusin read the title of the ordinance.

The motion carried 4-1, Mayor Pro Tem Silverstein abstained.

MOTION Councilmember Stewart moved, and Councilmember Uhring seconded a motion to hear Item No. 5.B. after 10:30 p.m. The motion carried 4-1, Mayor Pro Tem Silverstein opposed.

B. Malibu Community Labor Exchange Project – Request for Increase in Floor Area Ratio

Recommended Action: Adopt Resolution No. 25-60 approving an increase in Floor Area Ratio (FAR) from 0.193 to 0.195 for the Malibu Community Labor Exchange (MCLE) project, conditionally approved by the Planning Commission on September 15, 2025 by Coastal Development Permit (CDP) No. 23-053 and Conditional Use Permit (CUP) No. 23-005 to construct a 719 square foot office building for the continued operation of a day labor hiring site operated by MCLE, located in the Los Angeles County Civic Center Complex at 23525 Civic Center Way in the Institutional zoning district.

Associate Planner Allen presented the staff report.

Mayor Riggins opened the floor to public comment. As there were no speakers present, Mayor Riggins returned the matter to the table for discussion.

The Council discussed the item and directed questions to staff.

MOTION Councilmember Stewart moved, and Mayor Riggins seconded a motion to adopt Resolution No. 25-60 approving an increase in Floor Area Ratio (FAR) from 0.193 to 0.195 for the Malibu Community Labor Exchange (MCLE) project, conditionally approved by the Planning Commission on September 15, 2025 by Coastal Development Permit (CDP) No. 23-053 and Conditional Use Permit (CUP) No. 23-005 to construct a 719 square foot office building for the continued operation of a day labor hiring site operated by MCLE, located in the Los Angeles County Civic Center Complex at 23525 Civic Center Way in the Institutional zoning district. The motion failed 2-2-1, Councilmember Conrad and Councilmember Uhring opposed, and Mayor Pro Tem Silverstein abstained.

The Council discussed the item and directed questions to staff.

MOTION Councilmember Uhring moved, and Mayor Riggins seconded to adopt Resolution No. 25-60 approving an increase in Floor Area Ratio (FAR) from 0.193 to 0.195 for the Malibu Community Labor Exchange (MCLE) project, conditionally approved by the Planning Commission on September 15, 2025 by Coastal Development Permit (CDP) No. 23-053 and Conditional Use Permit (CUP) No. 23-005 to construct a 719 square foot office building for the continued operation of a day labor hiring site operated by MCLE, located in the Los Angeles County Civic Center Complex at 23525 Civic Center Way in the Institutional zoning district. The motion carried 4-1, Mayor Pro Tem Silverstein opposed.

MOTION Mayor Pro Tem Silverstein moved, and Councilmember Uhring seconded a motion to hear Item No. 8.A. after 10:30 p.m. The motion carried unanimously.

ITEM 8 COUNCIL ITEMS

A. Proposed 2026 Calendar of City Council Meetings (Continued from November 24, 2025)
Recommended Action: Approve the proposed 2026 Calendar of City Council meetings.

City Clerk Pettijohn presented the staff report.

Mayor Riggins opened the floor to public comment. As there were no speakers present, Mayor Riggins returned the matter to the table for discussion.

The Council discussed the item and directed questions to staff.

MOTION Mayor Riggins moved, and Councilmember Uhring seconded a motion to approve the calendar, removing the Special Meetings scheduled for January 21, 2026 and April 22, 2026. The motion carried unanimously.

MOTION Mayor Pro Tem Silverstein moved, and Mayor Riggins seconded a motion to hear Item No. 8.B. after 10:30 p.m. The motion carried unanimously.

B. Council Appointment to the Malibu Arts Commission (Continued from November 24, 2025)
Recommended Action: Councilmember Stewart to make an appointment to the Malibu Arts Commission.

Mayor Riggins opened the floor to public comment. As there were no speakers present, Mayor Riggins returned the matter to the table for discussion.

Councilmember Stewart appointed Maureen Haldeman.

ITEM 4.B. SUBCOMMITTEE REPORTS / COUNCIL COMMENTS

This item was not heard and continued to the January 12, 2026 meeting.

ITEM 6 OLD BUSINESS

A. Request to Re-Establish a Temporary Volunteer Fire Rebuild Ambassador (Continued from November 24, 2025)
Recommended Action: Discuss and provide direction regarding the request to re-establish a Temporary Volunteer Fire Rebuild Ambassador.

This item was not heard and continued to the January 12, 2026 meeting.

ITEM 8 COUNCIL ITEMS (continued)

C. Proposal for a Council Policy to Facilitate the Expeditious, Efficient and Economical Rebuild of all Structures in the City Destroyed or Materially Damaged by Wildfire, Earthquake, Flood, Landslide, Mudslide or Similar Disaster in

Substantially the Same Location as the Destroyed or Damaged Structure and in a Like-for-Like Manner that Does Not Exceed 110% of the Area, Height or Bulk of the Structure Destroyed or Materially Damaged (a "Like-for-Like Disaster Rebuild"). (Mayor Pro Tem Silverstein and Councilmember Conrad) (Continued from November 24, 2025)

Recommended Action: At the request of Mayor Pro-Tem Silverstein and Councilmember Conrad, discuss and provide direction on the attached resolution.

This item was not heard and continued to the January 12, 2026 meeting.

ADJOURNMENT

Mayor Riggins adjourned the meeting on December 9, 2025 at 12:26 a.m. to December 17, 2025 at 3:30 p.m., in memory of Julian Jimenez and Candace Brown.

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

_____
BRUCE SILVERSTEIN, Mayor

ATTEST:

_____
KELSEY PETTIJOHN, City Clerk
(seal)

MINUTES
MALIBU CITY COUNCIL
ADJOURNED REGULAR MEETING
DECEMBER 17, 2026
COUNCIL CHAMBERS
3:30 P.M.

MEETING CALL TO ORDER

Mayor Riggins called the meeting to order at 3:30 p.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; Rob DuBoux, Acting City Manager; Parker Davis, Media Technician; Christina Muñoz, Deputy City Clerk; Jason Lawrence, Deputy City Clerk

APPROVAL OF AGENDA

MOTION Councilmember Uhring moved, and Councilmember Stewart seconded a motion to approve the agenda. The question was called, and the motion carried unanimously.

REPORT ON POSTING OF AGENDA

Deputy City Clerk Muñoz reported that the agenda for the meeting was properly posted on December 12, 2025.

PUBLIC COMMENT ON CLOSED SESSION

Mayor Riggins opened the floor to public comment.

Speakers: Anne K.

RECESS TO CLOSED SESSION

At 3:30 p.m., the Council recessed to Closed Session to discuss the following items listed on the Closed Session agenda:

Personnel Matters pursuant to Government Code Section 54957:

1. Public Employee Appointment
   Title: City Manager

2. Public Employee Appointment
   Title: Interim City Manager

Conference with Labor Negotiator pursuant to Government Code Section 54957.6:

1. City representative: Interim City Attorney Trevor Rusin
   Unrepresented employee: City Manager

2. City representative: Interim City Attorney Trevor Rusin
   Unrepresented employee: Interim City Manager

Mayor Riggins called the meeting to order at 4:37 p.m.

CLOSED SESSION REPORT

Interim City Attorney Rusin reported that the meeting convened at 3:30 p.m., after which time the City Council recessed to a Closed Session pursuant to Government Code Section 54957 and 54957.6, with all Councilmembers present. He stated the Council discussed the items on the Closed Session agenda and decided by unanimous vote of the City Council to appoint Acting City Manager Rob DuBoux as Interim City Manager upon the resignation of Interim City Manager Candace Bond, until a permanent begins or Interim City Manager is appointed.

ITEM 1 NEW BUSINESS

A. Appointment of Joe Irvin as City Manager and Related City Manager Employment Agreement

Recommended Action: Appoint Joe Irvin as City Manager, effective March 2, 2026, and authorize the Mayor to sign the attached City Manager Employment Agreement.

Interim City Attorney Rusin presented the staff report.

Mayor Riggins opened the floor to public comment.

Speaker: Anne K.

As there were no other speakers present, Mayor Riggins returned the matter to the table for discussion.

The Council discussed the item.

MOTION Councilmember Stewart moved, and Councilmember Conrad seconded a motion to appoint Joe Irvin as City Manager, effective March 2, 2026, and authorize the Mayor to sign the attached City Manager Employment Agreement. The question was called, and the motion carried unanimously.

ADJOURNMENT

Mayor Riggins adjourned the meeting at 4:45 p.m.

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

_____
BRUCE SILVERSTEIN, Mayor

ATTEST:

_____
KELSEY PETTIJOHN, City Clerk
(seal)

MINUTES
MALIBU CITY COUNCIL
SPECIAL MEETING
DECEMBER 17, 2025
COUNCIL CHAMBERS
4:30 P.M.

MEETING CALL TO ORDER

Mayor Riggins called the meeting to order at 4:45p.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; Yolanda Bundy, Community Development Director; Director; Tyler Eaton, Assistant Community Development Director; Parker Davis, Media Technician; Christina Muñoz, Deputy City Clerk; Jason Lawrence, Deputy City Clerk

PLEDGE OF ALLEGIANCE

Mayor Riggins led the Pledge of Allegiance.

REPORT ON POSTING OF AGENDA

Deputy City Clerk Muñoz reported that the agenda for the meeting was properly posted on November 17, 2025.

APPROVAL OF AGENDA

MOTION Councilmember moved, and Mayor Riggins seconded a motion to approve the agenda and adjourn in memory of Rob and Michele Reiner. The motion carried unanimously.

ITEM 1 ORDINANCES AND PUBLIC HEARINGS

A. Appeal of Planning Commission Resolution No. 25-38 Regarding Conditional Use Permit No. 22-004 – An application for a conditional use permit to allow for an emergency communication facility to serve the Los Angeles County Sheriff's substation located at the Santa Monica Community College site (23525 Civic Center Way, APN 4458-022-906, Owner, County of Los Angeles; Appellant, Malibu Township Council)
Recommended Action: Consider Resolution No. 25-50 (Exhibit A) and Appeal No. 25-005, determine if the project complies with the Malibu Municipal Code and the California Environmental Quality Act; and 1) Direct staff to return with a resolution

matching the Council's decision; or 2) Adopt the attached draft resolution denying the appeal and upholding the Planning Commission decision approving Conditional Use Permit No. 22-004 to allow for an emergency communication facility at the Los Angeles County Sheriff's substation on the Santa Monica College-Malibu Campus to be utilized by the County of Los Angeles within the Institutional Zoning District at 23525 Civic Center Way (County of Los Angeles).

Disclosures: Councilmembers Conrad, Stewart, Uhring, Mayor Pro Tem Silverstein, and Mayor Riggins

Assistant Community Development Director Eaton presented the staff report.

The Council directed questions to staff.

Mayor Riggins opened the floor to public comment.

Speakers: Jo Drummond, Zack (Los Angeles County), Captain Carr, Deputy Chief DuVally, Anne K., Kevin Keegan, Scott Dittrich, Colin Drummond, Patt Healy, Norm Haynie, Jan Ravlich, Tiffany Murray, Ryan Embree, Howard Rutski, Danny Smith, Andy Lyon,

Ms. Drummond, Zack, Captain Carr, and Deputy Chief DuVally provided rebuttal to public comment.

As there were no other speakers present, Mayor Riggins returned the matter to the table for discussion.

The Council discussed the item and directed questions to staff, Ms. Drummond, Captain Carr, Deputy Chief DuVally, Sergeant Sonderland, Joyce Chang, and Ted Pao.

RECESS At 7:28 p.m., Mayor Riggins recessed the meeting. The meeting resumed at 7:42 p.m. with all Councilmembers present.

As there were no other speakers present, Mayor Riggins returned the matter to the table for discussion.

The Council discussed the item and directed questions to staff.

MOTION Mayor Pro Tem Silverstein moved, and Councilmember Uhring seconded a motion to approve the Conditional Use Permit (CUP) for a period of one year. During that time, the City shall retain a consultant to evaluate and explore feasible alternative solutions that address both the public safety needs and the community's concerns regarding the appearance of the tower. At the conclusion of the one-year period, the matter shall return for further consideration. If a workable alternative solution is identified, the CUP shall not be granted, and the applicant shall pursue the

alternative solution. If the consultant determines that no feasible alternative exists, the tower will remain in its current location.

The motion was withdrawn by the maker.

MOTION Councilmember Stewart moved, and Mayor Riggins seconded a motion to adopt Resolution No. 25-50 with modification to condition 19 to state "Per the applicant's request, a deed restriction shall be recorded that prohibits the tower from being leased or used by any entity other than the County of Los Angeles for the purpose of the county providing emergency communications for LASD city, county, state, or federal government emergency responders", and approved the formation of a City Council Ad Hoc composed of Councilmember Conrad and Mayor Riggins to determine the color of the tower. The question was called, and the motion carried 4-1, Councilmember Uhring opposed.

ADJOURNMENT

Mayor Riggins adjourned the meeting at 8:47 p.m.in memory of Rob and Michele Reiner

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

_____
BURCE SILVERSTEIN, Mayor

ATTEST:

_____
KELSEY PETTIJOHN, City Clerk
(seal)

City of Malibu
Memorandum

City Council Meeting
08-10-26
Item
1.B.4.

To: Mayor Silverstein and the Honorable Members of the City Council
From: Ruth F. Quinto, CPA, City Treasurer
Subject: Investment Report for the Month Ending June 30, 2026

RECOMMENDED ACTION: Receive the Investment Report for the month ending June 30, 2026.

The portfolio is in compliance with the City's Investment Policy. The City has sufficient liquidity to meet expenditure requirements for at least six months. This monthly Investment Report is in conformance with Government Code 53636, stating the Treasurer may render a quarterly report to the legislative body within 45 days following the end of the quarter covered by the report.

The City's portfolio is invested in the following categories:

Cash and Cash Equivalents	14.85%
U.S. Treasury	79.19%
U.S. Agencies	0.00%
Certificates of Deposit	5.96%

Investments month to month:

Investment Issuer/Instrument	Type	May 31, 2026			June 30, 2026		
		Amount (in millions)	Yield[(A)]	%	Amount (in millions)	Yield[(A)]	%
Operating Cash	Cash	$13.18	3.19%	15.25%	$9.56	3.19%	11.54%
LAIF	Cash	$2.55	3.82%	2.95%	$2.55	3.83%	3.08%
CDs	Investment	$4.95	3.94%	5.73%	$4.94	3.94%	5.96%
Treasury Bills	Investment	$0.00	0.00%	0.00%	$0.00	0.00%	0.00%
Treasury Notes	Investment	$65.71	3.80%	76.02%	$65.60	3.81%	79.19%
Treasury STRIPS	Investment	$0.00	4.01%	0.00%	$0.00	4.01%	0.00%
Money Market	Cash	$0.04	3.47%	0.05%	$0.18	3.62%	0.22%
Total/Blended Yield			3.72%			3.75%	
Total Duration(Years)			2.24			2.33	

[(A)]Yield is based on Purchase Yield for Treasury Bills

Two-Year U.S. Treasury Note Benchmark, as of June 30, 2026: 4.14%.

The fair market value of all investments held by the City is $82,836,518 as of June 30, 2026.

ATTACHMENTS:
1. City of Malibu Investment Statement
2. City of Malibu Portfolio Analysis Statement

GOMBERG McQUILKIN
WEALTH MANAGEMENT GROUP

SNAPSHOT [redacted]

Current period ending June 30, 2026

ACCOUNT NAME: CITY OF MALIBU
RUTH QUINTO

ACCOUNT NUMBER: [redacted]

Your Financial Advisor:
WILLIAM GOMBERG
Phone: 714-497-1366

701 S PARKER STREET
SUITE 2500
ORANGE, CA 92868

If you have more than one account with us, why not link them and receive summary information for your entire household? Contact Your Financial Advisor for more details.

CITY OF MALIBU
RUTH QUINTO
23825 STUART RANCH ROAD
MALIBU CA 90265-4861

Message from Our Firm

EARNINGS GROWTH LOOKS SOLID, BUT AI AND GEOPOLITICS MAKE MARKETS REACTIVE TO HEADLINES. IN ITS 2026 MIDYEAR OUTLOOK: KEEPING DISCIPLINE IN NOISY MARKETS, WELLS FARGO INVESTMENT INSTITUTE URGES INVESTORS TO FOCUS ON DURABLE TRENDS. LEARN MORE AT WELLSFARGOADVISORS.COM/OUTLOOK.

News

TRANSFER FUNDS BETWEEN YOUR ELIGIBLE WELLS FARGO ACCOUNTS OR TO ACCOUNTS AT OTHER U.S. FINANCIAL INSTITUTIONS, SET UP RECURRING TRANSFERS, AND MANAGE YOUR CASH WITH CONFIDENCE - ALL IN ONE PLACE. DOWNLOAD THE WELLS FARGO MOBILE® APP TO GET STARTED.

Investment and Insurance Products are:
- **Not Insured by the FDIC or Any Federal Government Agency**
- **Not a Deposit or Other Obligation of, or Guaranteed by, the Bank or Any Bank Affiliate**
- **Subject to Investment Risks, Including Possible Loss of the Principal Amount Invested**

Investment products and services are offered through Wells Fargo Advisors Financial Network, LLC (WFAFN), a registered broker-dealer and non-bank affiliate of Wells Fargo & Company. WFAFN uses the trade name Wells Fargo Advisors. Any other referenced entity is a separate entity from WFAFN. Account(s) carried by Wells Fargo Clearing Services, LLC, Member SIPC.

General instructions and disclosures

About this statement

Clearing services: Wells Fargo Clearing Services, LLC (WFCS), an indirect wholly owned subsidiary of Wells Fargo & Company, is a clearing broker-dealer registered with the Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB) and is a member of the New York Stock Exchange (NYSE), the Financial Industry Regulatory Authority (FINRA) and all principal U.S. exchanges. WFCS carries your account(s) and acts as your custodian for funds and securities deposited with us directly by you, through our affiliated broker-dealer, Wells Fargo Advisors Financial Network, LLC (Wells Fargo Advisors) or as a result of transactions WFCS processes for your account. Twice a year, WFCS publishes on its web site **www.wfclearing.com** a statement of the firm's financial condition. A financial statement of this organization is available for your personal inspection at its offices, or a copy of it will be mailed upon your written request. Unless and until we receive written notice from you to the contrary, WFCS may, without inquiry or investigation, accept from Wells Fargo Advisors (i) orders for the purchase or sale of securities for your account on margin or otherwise, and (ii) any other instructions concerning your account.

Trade date statement and trade details: All activity and positions on this statement are shown as of the date a trade is entered on the brokerage trading system (i.e., the trade date). Proceeds from the sale of securities and costs for the purchase of securities are not transacted through your account until the actual settlement date of the trade. The time of the transactions, the name of the buyer or seller, and the source and amount of any commission or fee will be furnished upon written request.

Pricing of securities: Securities prices on your statement may vary from actual liquidation value. Prices are provided by outside quotation services which we believe are reliable but due to the nature of market data the accuracy cannot be guaranteed. In the absence of such pricing, prices are estimated by WFCS using available information and its judgment. Such estimates may not reflect actual trades and do not reflect a commitment by the firm to buy or sell at those prices. Securities listed on a national exchange are priced as of the close of the statement period. Unlisted shares may be valued at the current best published "bid-price", and, if none exists, the last reported transaction if occurring within the last 45 days. Prices of securities not actively traded may not be available and are indicated by "N/A." Corporate and municipal bonds and other fixed income securities are priced by a computerized pricing service or, if less actively traded, by utilizing a yield-based matrix system to arrive at an estimated market value. Listed options are priced based on the closing "bid-ask" prices and the last reported trade. Mutual fund shares are priced at net asset value. Shares of direct participation program (DPP) and real estate investment trust (REIT) securities that are not listed on a national exchange are generally illiquid. Because no trading market exists for these investments, their values are estimated. Unless otherwise indicated, the values shown for DPP and REIT securities have been provided by the management of each program and represent that management's estimate of the investor's interest in the net assets of the program. See statement sections for additional pricing information. Values for hedge funds and certain managed futures funds are provided on a month delay basis. Other managed futures funds may be priced more frequently. Long-term certificates of deposit (maturity beyond one year from date of issue) are priced using a market value pricing model. The sale or redemption price of your securities may be higher or lower than the prices shown on your statement. For an actual quote, contact the individual servicing your account.

Estimated annual income/yield: Estimated Annual Income (EAI), when available, reflects the estimated amount you would earn on a security if your current position and its related income remained constant for a year. Estimated Annual Yield (EAY), when available, reflects the current estimated annual income divided by the current value of the security as of the statement closing date. EAI and EAY are estimates and the actual income and yield might be lower or higher than the estimated amounts. EAY reflects only the income generated by an investment. It does not reflect changes in its price, which may fluctuate. The information used to derive these estimates is obtained from various outside vendors; WFCS and Wells Fargo Advisors Financial Network, LLC are not responsible for incorrect or missing estimated annual income and yields. Past performance is not a guarantee of future results.

Income summary: The Income summary displays all income as recorded in the tax system as of period end date. The totals in the Cash flow snapshot may not match the totals in the Income snapshot due to reclassifications or other corrections made in the tax system. Remember, you may have certain products that are not included in these figures and whose income is only available on the tax forms sent to you at year-end. Reclassifications and other tax reporting requirements may alter these numbers both during and after year end. You should rely only on tax reporting documents. Contact your tax advisor if you have any questions about the tax consequences of your brokerage activity.

Texas designation: If you are a resident of Texas who has purchased mutual fund shares, you may designate a representative to receive notification to assist in avoiding escheatment of assets in your investment account to the State of Texas. The designated representative does not have any rights to your account. Please use the Texas Unclaimed Property link (**https://claimittexas.org/**) to access the Designation of Representative for Notice Request form which you may complete and return to us at **ATTN: H0006-08K, 1 N. Jefferson Ave, St. Louis, MO 63103** or return by email at **clientcontact@firstclearing.com**.

Tax reporting: We are required by federal law to report annually to you and to the Internal Revenue Service (IRS) on Form(s) 1099 interest income, dividend payments and sales proceeds including cost basis information for applicable transactions credited to your account.

About your rights and responsibilities

Questions and complaints about Your Account: This account statement contains important information about your brokerage account, including recent transactions. All account statements sent to you shall be deemed complete and accurate if not objected to in writing within ten days of receipt. We encourage you to review the details in this statement. If you do not understand any of the information in your statement or if you believe there are any inaccuracies or discrepancies in your statement, you should promptly report them to both WFCS and to the manager of the Wells Fargo Advisors Financial Network office listed on the front of your statement. To further protect your rights, including any rights under the Securities Investor Protection Act, any verbal communications with either your Wells Fargo Advisors Financial Network office or with WFCS should be re-confirmed in writing. Inquiries or complaints about your account statement, including the positions and balances in your account, may be directed to **Wells Fargo Advisors Client Services at (866) 258-4606 or ATTN: H0005-087, 1 N. Jefferson Ave, St. Louis, MO 63103.**

Public disclosure: You may reach FINRA by calling the FINRA BrokerCheck Hotline at **(800) 289-9999** or by visiting the FINRA website at **www.finra.org.** An investor brochure that includes information describing FINRA BrokerCheck is available from FINRA upon request. A brochure describing the FINRA Pricing of Securities Regulation Public Disclosure Program is also available from the FINRA upon request.

MSRB disclosure: A brochure describing the protections available under MSRB rules and how to file a complaint is available at **www.MSRB.org**.

Account protection: WFCS is a member of the Securities Investor Protection Corporation (SIPC) which protects against the loss of cash and securities held in client accounts of a SIPC member firm in the event of the member's insolvency and liquidation. SIPC coverage is limited to $500,000 per customer, including up to $250,000 for cash. For more information on SIPC coverage, please see the explanatory brochure at **www.sipc.org** or contact SIPC at **(202) 371-8300**. In addition, WFCS maintains additional insurance coverage provided through London Underwriters (led by Lloyd's of London Syndicates). This additional insurance policy becomes available to clients if their SIPC limit is exhausted and provides additional protection up to a firm aggregate of $1 billion, including up to $1.9 million for cash per client. SIPC does not insure the quality of investments or protect against market losses. SIPC only protects the custody function of their members, which means that SIPC works to restore to clients their securities and cash that are in their accounts when the member firm liquidation begins. Not all investments are protected by SIPC. In general, SIPC does not cover instruments such as unregistered investment contracts, unregistered limited partnerships, fixed annuity contracts, escrow receipts, direct investments, currency, commodities or related contracts, hedge funds and certain other investments.

Free credit balances: Free credit balances are not segregated and may be used by WFCS in the operation of its business in accordance with applicable laws and regulations. You have the right to receive from us in the course of normal business operations, subject to any open commitments in any of your accounts, any free credit balances to which you are entitled.

Investment objectives/Risk tolerances: Please inform us promptly of any material change that might affect your investment objectives, risk tolerances or financial situation, or if you wish to impose or change any reasonable restrictions on the management of your account. A copy of the Investment Advisory Services Disclosure document is available without charge upon request. Please contact the individual denoted on the front of your statement to update your information and to receive a copy of this document.

Option accounts: Pursuant to FINRA Rule 2360, option assignment notices are randomly allocated by an automated process amongst all client short option positions that are subject to exercise, including positions established on the day of assignment. Transaction confirmations that were previously furnished to you provides information on commissions and other charges related to your option transaction executions. Details of our random allocation procedures and copies of transaction confirmations are available upon request.

News from Wells Fargo Advisors

Important notice regarding an amendment to your Account Agreement

Please note that the Dividend Reinvestment Plan (DRIP) paragraph of the General Account Agreement and Disclosure Document (GAADD) has been amended to add that we reserve the right to suspend or remove an otherwise Eligible Security from the DRIP at any time, in our sole discretion and without notice, in response to market conditions or operational limitation.

Unless otherwise stated in this Statement Insert, the remainder of the document is unchanged, and the agreement remains in full force and effect.

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SNAPSHOT [redacted]

CITY OF MALIBU
RUTH QUINTO

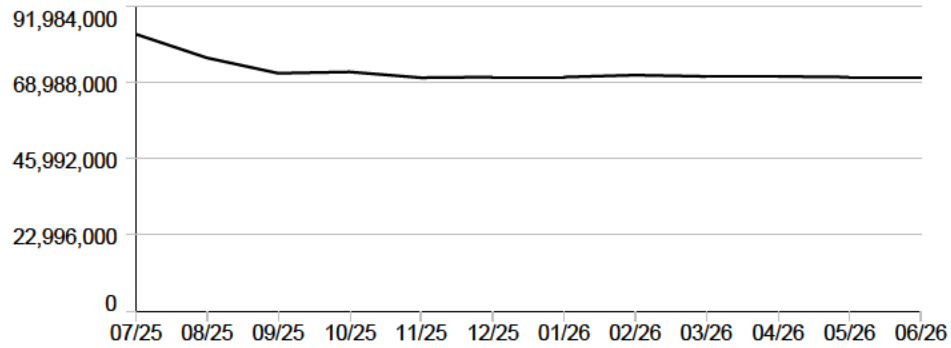
JUNE 1, 2026 - JUNE 30, 2026
ACCOUNT NUMBER: [redacted]

Progress summary

	THIS PERIOD	THIS YEAR
Opening value	**$70,700,487.16**	**$70,566,169.66**
Cash deposited	0.00	0.00
Securities deposited	0.00	0.00
Cash withdrawn	0.00	0.00
Securities withdrawn	0.00	0.00
Change in value	19,720.54	154,038.04
Closing value	**$70,720,207.70**	**$70,720,207.70**
Estimated accrued interest ^	586,223.64	
Total value (incl. accruals)	**$71,306,431.34**	

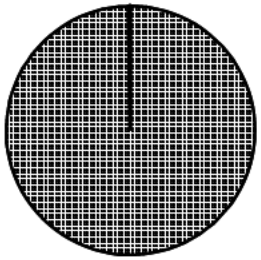
^ Estimated accrued interest is included for your convenience. The value represents the estimated portion of the interest that would be received upon the sale of your Fixed Income positions. For more information, see the Specific instructions and disclosures page.

Value over time



Portfolio summary

CURRENT



ASSET TYPE		PREVIOUS VALUE ON MAY 31	%	CURRENT VALUE ON JUN 30	%	ESTIMATED ANN. INCOME
ASSETS	Cash and sweep balances	5,705.24	0.01	13.51	0.00	4,810
	Stocks, options & ETFs	0.00	0.00	0.00	0.00	0
	Fixed income securities	70,659,774.77	99.94	70,537,688.47	99.74	2,165,458
	Mutual funds	35,007.15	0.05	182,505.72	0.26	6,607
	Asset value	**$70,700,487.16**	**100%**	**$70,720,207.70**	**100%**	**$2,176,875**

SNAPSHOT [redacted]

CITY OF MALIBU
RUTH QUINTO

JUNE 1, 2026 - JUNE 30, 2026
ACCOUNT NUMBER: [redacted]

Cash flow summary

	THIS PERIOD	THIS YEAR
Opening value of cash and sweep balances	**$5,705.24**	
Income and distributions	141,806.84	908,170.53
Securities sold and redeemed	0.00	20,763,127.00
Net additions to cash	**$141,806.84**	**$21,671,297.53**
Securities purchased	-147,498.57	-21,714,061.39
Net subtractions from cash	**-$147,498.57**	**-$21,714,061.39**
Closing value of cash and sweep balances	**$13.51**	

Income summary *

		THIS PERIOD	THIS YEAR
TAXABLE	Money market/sweep funds	267.71	8,185.41
	Interest	138,911.56	883,489.71
	Ordinary dividends and ST capital gains	2,627.57	15,218.83
	Total taxable income	**$141,806.84**	**$906,893.95**
	Total federally tax-exempt income	**$0.00**	**$0.00**
	Total income	**$141,806.84**	**$906,893.95**

* Certain distributions made in the current year are reported as prior year income according to IRS regulations. This may cause a difference between Cash Flow and Income Summary totals. The figures presented in "THIS PERIOD" reflect income for the current month only. For a comprehensive view of cumulative income for this statement period, please refer to the "THIS YEAR", and the detailed information provided within this statement.

Gain/loss summary

	UNREALIZED	THIS PERIOD REALIZED	THIS YEAR REALIZED
Short term (S)	-551,961.50	0.00	0.00
Long term (L)	1,202,204.03	0.00	0.00
Total	**$650,242.53**	**$0.00**	**$0.00**

Your Financial Advisor

WILLIAM GOMBERG
Phone: 714-497-1366

701 S PARKER STREET
SUITE 2500
ORANGE, CA 92868

Account profile

Full account name:	CITY OF MALIBU RUTH QUINTO
Account type:	Brokerage Cash Services
Brokerage account number:	5419-7847
Brokerage Cash Services number:	9091092513
Tax status:	Non-Profit
Investment objective/Risk tolerance:*	CONSERVATIVE INCOME
Time horizon:*	INTERMEDIATE (3-5 YEARS)
Liquidity needs:*	MODERATE
Cost Basis Election:	First in, First out
Sweep option:	ALLSPRING GOVERNMENT MONEY MARKET

*For more information, please visit us at: www.wellsfargoadvisors.com/disclosures

Available funds

Cash	-144,871.00
Money market and sweep funds	144,884.51
Available for loan	0.00
Your total available funds	**$13.51**

Client service information

Client service:	800-266-6263
Website:	www.wellsfargoadvisors.com

For your consideration

Go paperless. Accessing your account documents online is easy, secure, and costs nothing. Sign on at **wellsfargoadvisors.com**, go to **Portfolio** and select **Statements & Docs**, and then click on the **Delivery Preferences** link. Choose **Paperless - All Docs** or view your Delivery Settings details to select specific account documents for paperless delivery. If you do not have a Username and Password, visit **wellsfargoadvisors.com/signup** or call 1-877-879-2495 for enrollment assistance.

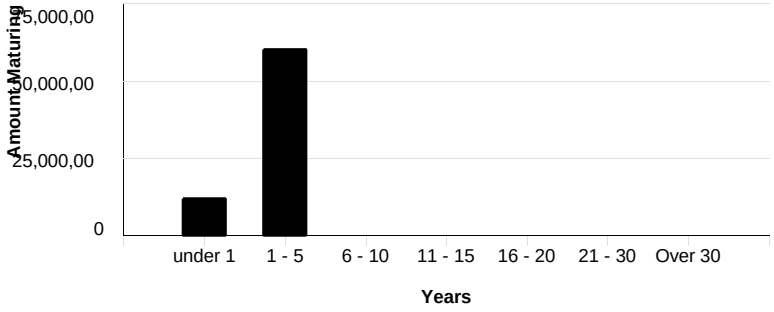
Document delivery status

	Paper	Electronic
Statements:	X	
Trade confirmations:	X	
Tax documents:	X	
Shareholder communications:	X	
Other documents:	X	

CITY OF MALIBU
RUTH QUINTO

JUNE 1, 2026 - JUNE 30, 2026
ACCOUNT NUMBER: [redacted]

Bond maturity schedule



MATURING IN:	AMOUNT MATURING	CURRENT VALUE	% OF MATURING VALUE
under 1 year	11,945,000.00	11,847,838.65	16.53
1 to 5 years	60,321,000.00	58,689,849.82	83.47
6 to 10 years	0.00	0.00	0.00
11 to 15 years	0.00	0.00	0.00
16 to 20 years	0.00	0.00	0.00
21 to 30 years	0.00	0.00	0.00
over 30 years	0.00	0.00	0.00
Total	**$72,266,000.00**	**$70,537,688.47**	**100.00%**

Additional information

	THIS PERIOD	THIS YEAR		THIS PERIOD	THIS YEAR
Accrued interest on purchases	0.00	-74,940.23	Gross proceeds	0.00	20,763,127.00

Portfolio detail

Cash and Sweep Balances

Sweep Balances - You have the right, in the course of normal business operations, to withdraw balances in the Bank Deposit Sweep Program or redeem shares of the money market mutual fund used in the sweep, subject to any open commitments in any of your accounts and have the proceeds returned to your accounts or remitted to you. The money market mutual funds in the sweep reserve the right to require one or more day's prior notice before permitting withdrawals.

Money Market Mutual Fund - Funds seek to preserve a value at $1.00 per share, but it is possible to lose money by investing in these funds. Investments in money market funds are not bank deposits and are not insured by the FDIC or any other government agency. They are instead covered by SIPC. Estimated Annual Yield on money market funds, when available, reflects the current estimated yield for the Interest Period dates displayed. For more complete information, including fees, expenses and risks, please request a prospectus from Your Financial Advisor.

DESCRIPTION	% OF ACCOUNT	CURRENT MARKET VALUE	ESTIMATED ANNUAL INCOME	ESTIMATED CURRENT YIELD (%)
Cash	-0.20	-144,871.00	0.00	N/A
ALLSPRING GOVERNMENT MONEY MARKET Interest Period 06/01/26 - 06/30/26	0.20	144,884.51	4,810.00	3.32
Total Cash and Sweep Balances	**0.00**	**$13.51**	**$4,810.00**	

GOMBERG McQUILKIN
WEALTH MANAGEMENT GROUP

CITY OF MALIBU
RUTH QUINTO

JUNE 1, 2026 - JUNE 30, 2026
ACCOUNT NUMBER: [redacted]

Fixed Income Securities

Corporate and municipal bonds and other fixed income securities are priced by a computerized pricing service or, for less actively traded issues, by utilizing a yield-based matrix system to arrive at an estimated market value.

Government Bonds

DESCRIPTION	% OF ACCOUNT	QUANTITY	ADJ PRICE/ ORIG PRICE	ADJ COST/ ORIG COST	CURRENT PRICE	CURRENT MARKET VALUE	UNREALIZED GAIN/LOSS	ESTIMATED ACCRUED INTEREST	ESTIMATED ANNUAL INCOME	ESTIMATED ANNUAL YIELD (%)
US TREASURY NOTES CPN 0.750% DUE 08/31/26 DTD 08/31/21 FC 02/28/22 Moody AA1 CUSIP 91282CCW9 Acquired 03/15/23 L	5.63	4,000,000	91.07	3,643,007.00	99.5010	3,980,040.00	337,033.00	10,027.17	30,000	0.75
US TREASURY NOTES CPN 2.500% DUE 03/31/27 DTD 03/31/22 FC 09/30/22 Moody AA1 CUSIP 91282CEF4 Acquired 03/15/23 L	5.59	4,000,000	96.45	3,858,132.00	98.8900	3,955,600.00	97,468.00	25,136.61	100,000	2.52
US TREASURY NOTES CPN 2.625% DUE 05/31/27 DTD 05/31/22 FC 11/30/22 Moody AA1 CUSIP 91282CET4 Acquired 03/21/24 L	3.13	2,245,000	95.32	2,139,978.18	98.6770	2,215,298.65	75,320.47	4,991.44	58,931	2.66
US TREASURY NOTES CPN 3.125% DUE 08/31/27 DTD 08/31/22 FC 02/28/23 Moody AA1 CUSIP 91282CFH9 Acquired 03/15/23 L	2.65	1,894,000	98.59	1,867,461.42	98.8590	1,872,389.46	4,928.04	19,782.78	59,188	3.16
US TREASURY NOTES CPN 1.250% DUE 04/30/28 DTD 04/30/21 FC 10/31/21 Moody AA1 CUSIP 91282CBZ3 Acquired 04/02/24 L	4.01	2,985,000	88.91	2,654,128.14	94.9060	2,832,944.10	178,815.96	6,286.34	37,313	1.31

CITY OF MALIBU
RUTH QUINTO

JUNE 1, 2026 - JUNE 30, 2026
ACCOUNT NUMBER: [redacted]

Fixed Income Securities

Government Bonds continued

DESCRIPTION	% OF ACCOUNT	QUANTITY	ADJ PRICE/ ORIG PRICE	ADJ COST/ ORIG COST	CURRENT PRICE	CURRENT MARKET VALUE	UNREALIZED GAIN/LOSS	ESTIMATED ACCRUED INTEREST	ESTIMATED ANNUAL INCOME	ESTIMATED ANNUAL YIELD (%)
US TREASURY NOTES CPN 4.375% DUE 08/31/28 DTD 08/31/23 FC 02/29/24 Moody AA1 CUSIP 91282CHX2 Acquired 03/31/26 S	2.98	2,100,000	101.58 101.76	2,133,385.00 2,136,970.28	100.4210	2,108,841.00	-24,544.00	30,708.22	91,875	4.35
US TREASURY NOTES CPN 3.500% DUE 11/15/28 DTD 11/15/25 FC 05/15/26 Moody AA1 CUSIP 91282CPK1 Acquired 05/15/26 S	4.08	2,928,000	99.00	2,899,001.50	98.4960	2,883,962.88	-15,038.62	13,088.48	102,480	3.55
US TREASURY NOTES CPN 1.375% DUE 12/31/28 DTD 12/31/21 FC 06/30/22 Moody AA1 CUSIP 91282CDP3 Acquired 02/15/24 L	6.70	5,075,000	88.22	4,477,363.89	93.4330	4,741,724.75	264,360.86	192.77	69,781	1.47
US TREASURY NOTES CPN 2.875% DUE 04/30/29 DTD 04/30/22 FC 10/31/22 Moody AA1 CUSIP 91282CEM9 Acquired 04/30/24 L	2.14	1,565,000	92.50	1,447,763.07	96.5820	1,511,508.30	63,745.23	7,580.47	44,994	2.97
US TREASURY NOTES CPN 2.625% DUE 07/31/29 DTD 07/31/22 FC 01/31/23 Moody AA1 CUSIP 91282CFC0 Acquired 03/18/25 L	6.79	5,025,000	94.85	4,766,494.32	95.5780	4,802,794.50	36,300.18	55,021.67	131,906	2.74

GOMBERG McQUILKIN
WEALTH MANAGEMENT GROUP

CITY OF MALIBU
RUTH QUINTO

JUNE 1, 2026 - JUNE 30, 2026
ACCOUNT NUMBER: [redacted]

Fixed Income Securities

Government Bonds continued

DESCRIPTION	% OF ACCOUNT	QUANTITY	ADJ PRICE/ ORIG PRICE	ADJ COST/ ORIG COST	CURRENT PRICE	CURRENT MARKET VALUE	UNREALIZED GAIN/LOSS	ESTIMATED ACCRUED INTEREST	ESTIMATED ANNUAL INCOME	ESTIMATED ANNUAL YIELD (%)
US TREASURY NOTES CPN 3.500% DUE 09/30/29 DTD 09/30/24 FC 03/31/25 Moody AA1 CUSIP 91282CLN9 Acquired 09/17/25 S	6.80	4,910,000	100.24 100.30	4,922,194.67 4,924,890.44	97.9680	4,810,228.80	-111,965.87	43,197.27	171,850	3.57
US TREASURY NOTES CPN 4.000% DUE 10/31/29 DTD 10/31/22 FC 04/30/23 Moody AA1 CUSIP 91282CFT3 Acquired 11/07/24 L	4.22	3,000,000	99.61	2,988,405.43	99.4490	2,983,470.00	-4,935.43	20,217.39	120,000	4.02
US TREASURY NOTES CPN 3.875% DUE 11/30/29 DTD 11/30/22 FC 05/31/23 Moody AA1 CUSIP 91282CFY2 Acquired 05/15/26 S	4.01	2,860,000	99.55	2,847,351.50	99.0350	2,832,401.00	-14,950.50	9,386.82	110,825	3.91
US TREASURY NOTES CPN 3.500% DUE 01/31/30 DTD 01/31/23 FC 07/31/23 Moody AA1 CUSIP 91282CGJ4 Acquired 02/20/25 L	6.86	4,965,000	96.82	4,807,135.54	97.7530	4,853,436.45	46,300.91	72,486.26	173,775	3.58
US TREASURY NOTES CPN 1.500% DUE 02/15/30 DTD 02/15/20 FC 08/15/20 Moody AA1 CUSIP 912828Z94 Acquired 03/18/25 L	6.89	5,350,000	89.17	4,770,769.19	91.1010	4,873,903.50	103,134.31	30,149.18	80,250	1.64

CITY OF MALIBU
RUTH QUINTO

JUNE 1, 2026 - JUNE 30, 2026
ACCOUNT NUMBER: [redacted]

Fixed Income Securities

Government Bonds continued

DESCRIPTION	% OF ACCOUNT	QUANTITY	ADJ PRICE/ ORIG PRICE	ADJ COST/ ORIG COST	CURRENT PRICE	CURRENT MARKET VALUE	UNREALIZED GAIN/LOSS	ESTIMATED ACCRUED INTEREST	ESTIMATED ANNUAL INCOME	ESTIMATED ANNUAL YIELD (%)
US TREASURY NOTES CPN 4.125% DUE 08/31/30 DTD 08/31/23 FC 02/29/24 Moody AA1 CUSIP 91282CHW4 Acquired 09/17/25 S	6.86	4,864,000	102.37 102.77	4,979,415.57 4,999,211.02	99.7220	4,850,478.08	-128,937.49	67,061.74	200,640	4.13
US TREASURY NOTES CPN 4.000% DUE 01/31/31 DTD 01/31/24 FC 07/31/24 Moody AA1 CUSIP 91282CJX0 Acquired 02/23/26 S	7.50	5,350,000	102.37 102.54	5,477,174.68 5,485,972.22	99.1320	5,303,562.00	-173,612.68	89,265.19	214,000	4.03
US TREASURY NOTES CPN 4.125% DUE 03/31/31 DTD 03/31/24 FC 09/30/24 Moody AA1 CUSIP 91282CKF7 Acquired 03/31/26 S	5.92	4,200,000	101.38 101.45	4,258,284.84 4,261,038.25	99.6250	4,184,250.00	-74,034.84	43,549.18	173,250	4.14
Total Government Bonds	**92.76**	**67,316,000**		**$64,937,445.94** **$64,975,073.39**		**$65,596,833.47**	**$659,387.53**	**$548,128.98**	**$1,971,058**	**3.00**

GOMBERG McQUILKIN
WEALTH MANAGEMENT GROUP

CITY OF MALIBU
RUTH QUINTO

JUNE 1, 2026 - JUNE 30, 2026
ACCOUNT NUMBER: [redacted]

Fixed Income Securities

Certificates of Deposit

Long-term certificates of deposit (maturity beyond one year from date of issue) are priced using a market value pricing model.

DESCRIPTION	% OF ACCOUNT	QUANTITY	ADJ PRICE/ ORIG PRICE	ADJ COST/ ORIG COST	CURRENT PRICE	CURRENT MARKET VALUE	UNREALIZED GAIN/LOSS	ESTIMATED ACCRUED INTEREST	ESTIMATED ANNUAL INCOME	ESTIMATED ANNUAL YIELD (%)
BARCLAYS BANK/DELAWAR CD ^ WILMINGTON DE ACT/365 FDIC INSD CPN 4.000% DUE 08/28/26 DTD 08/28/24 FC 02/28/25 CUSIP 06740KSW8 Acquired 08/20/24 L	0.35	250,000	100.00	250,000.00	99.9840	249,960.00	-40.00	3,369.87	10,000	4.00
TEXAS EXCHANGE BK SSB CD CROWLEY TX ACT/365 CALLABLE FDIC INSD CPN 1.100% DUE 10/29/26 DTD 10/29/21 FC 11/29/21 CALL 07/29/26 @ 100.000 CUSIP 88241TMC1 Acquired 10/22/21 L	0.35	250,000	100.00	250,000.00	99.0490	247,622.50	-2,377.50	15.06	2,750	1.11
DISCOVER BANK CD GREENWOOD DE ACT/365 FDIC INSD CPN 4.950% DUE 11/16/26 DTD 11/15/22 FC 05/15/23 CUSIP 254673Z66 Acquired 11/09/22 L	0.28	200,000	100.00	200,000.00	100.3550	200,710.00	710.00	1,274.79	9,900	4.93
UBS BANK USA CD SALT LAKE CTY UT ACT/365 FDIC INSD CPN 1.150% DUE 12/08/26 DTD 12/08/21 FC 01/08/22 CUSIP 90348JX96 Acquired 11/30/21 L	0.35	250,000	100.00	250,000.00	98.7620	246,905.00	-3,095.00	181.17	2,875	1.16
CALPRIVATE BANK CD LA JOLLA CA ACT/365 FDIC INSD CPN 4.050% DUE 02/16/27 DTD 08/14/24 FC 02/14/25 CUSIP 13135NCY4 Acquired 08/05/24 L	0.35	250,000	100.00	250,000.00	100.0490	250,122.50	122.50	3,800.34	10,125	4.04

CITY OF MALIBU
RUTH QUINTO

JUNE 1, 2026 - JUNE 30, 2026
ACCOUNT NUMBER: [redacted]

Fixed Income Securities

Certificates of Deposit continued

DESCRIPTION	% OF ACCOUNT	QUANTITY	ADJ PRICE/ ORIG PRICE	ADJ COST/ ORIG COST	CURRENT PRICE	CURRENT MARKET VALUE	UNREALIZED GAIN/LOSS	ESTIMATED ACCRUED INTEREST	ESTIMATED ANNUAL INCOME	ESTIMATED ANNUAL YIELD (%)
VALLEY NATL BK WAYNE CD WAYNE NJ ACT/365 FDIC INSD CPN 4.600% DUE 03/11/27 DTD 03/11/24 FC 09/11/24 CUSIP 919853KW0 Acquired 03/05/24 L	0.35	250,000	100.00	250,000.00	100.3380	250,845.00	845.00	3,528.77	11,500	4.58
BRADESCO BANK CD CORAL GABLES FL ACT/365 FDIC INSD CPN 4.500% DUE 03/22/27 DTD 03/21/24 FC 09/21/24 CUSIP 10421AAT4 Acquired 03/05/24 L	0.35	250,000	100.00	250,000.00	100.2940	250,735.00	735.00	3,143.83	11,250	4.48
BNY MELLON NA CD NEW YORK NY ACT/365 FDIC INSD CPN 4.600% DUE 06/01/27 DTD 05/29/24 FC 11/29/24 CUSIP 05584CP59 Acquired 05/23/24 L	0.35	250,000	100.00	250,000.00	100.4100	251,025.00	1,025.00	63.02	11,500	4.58
EAGLEMARK SVGS BK CD CARSON CTY NV ACT/365 FDIC INSD CPN 4.700% DUE 07/02/27 DTD 07/03/24 FC 01/03/25 CUSIP 27004PFE8 Acquired 06/26/24 L	0.36	250,000	100.00	250,000.00	100.5540	251,385.00	1,385.00	5,762.33	11,750	4.67
CELTIC BANK CD SALT LAKE CTY UT ACT/365 FDIC INSD CPN 2.000% DUE 12/27/27 DTD 12/27/19 FC 01/27/20 CUSIP 15118RTH0 Acquired 12/09/19 L	0.34	250,000	100.00	250,000.00	96.8530	242,132.50	-7,867.50	54.80	5,000	2.06

GOMBERG McQUILKIN
WEALTH MANAGEMENT GROUP

CITY OF MALIBU
RUTH QUINTO

JUNE 1, 2026 - JUNE 30, 2026
ACCOUNT NUMBER: [redacted]

Fixed Income Securities

Certificates of Deposit continued

DESCRIPTION	% OF ACCOUNT	QUANTITY	ADJ PRICE/ ORIG PRICE	ADJ COST/ ORIG COST	CURRENT PRICE	CURRENT MARKET VALUE	UNREALIZED GAIN/LOSS	ESTIMATED ACCRUED INTEREST	ESTIMATED ANNUAL INCOME	ESTIMATED ANNUAL YIELD (%)
AMERANT BANK NA CD CORAL GABLES FL ACT/365 FDIC INSD CPN 4.050% DUE 03/28/28 DTD 03/28/25 FC 09/28/25 CUSIP 02357QCL9 Acquired 03/18/25 L	0.35	250,000	100.00	250,000.00	99.6910	249,227.50	-772.50	2,635.27	10,125	4.06
BANK OF AMERICA NA CD CHARLOTTE NC ACT/365 FDIC INSD CPN 3.950% DUE 04/24/28 DTD 04/22/26 FC 10/22/26 CUSIP 06051X6T4 Acquired 04/15/26 S	0.35	250,000	100.00	250,000.00	99.5380	248,845.00	-1,155.00	1,893.84	9,875	3.96
UNIVEST BANK & TR CO CD SOUDERTON PA ACT/365 FDIC INSD CPN 4.300% DUE 02/28/29 DTD 02/28/25 FC 03/28/25 CUSIP 91527PCP0 Acquired 02/20/25 L	0.35	250,000	100.00	250,000.00	100.0910	250,227.50	227.50	88.35	10,750	4.29
BEAL BANK USA CD LAS VEGAS NV ACT/365 FDIC INSD CPN 4.700% DUE 05/30/29 DTD 06/05/24 FC 12/05/24 CUSIP 07371DR66 Acquired 05/23/24 L	0.36	250,000	100.00	250,000.00	101.1340	252,835.00	2,835.00	1,834.93	11,750	4.64
BEAL BANK - PLANO TX CD PLANO TX ACT/365 FDIC INSD CPN 4.700% DUE 05/30/29 DTD 06/05/24 FC 12/05/24 CUSIP 07371BVU2 Acquired 05/23/24 L	0.36	250,000	100.00	250,000.00	101.1340	252,835.00	2,835.00	1,834.93	11,750	4.64

CITY OF MALIBU
RUTH QUINTO

JUNE 1, 2026 - JUNE 30, 2026
ACCOUNT NUMBER: [redacted]

Fixed Income Securities

Certificates of Deposit continued

DESCRIPTION	% OF ACCOUNT	QUANTITY	ADJ PRICE/ ORIG PRICE	ADJ COST/ ORIG COST	CURRENT PRICE	CURRENT MARKET VALUE	UNREALIZED GAIN/LOSS	ESTIMATED ACCRUED INTEREST	ESTIMATED ANNUAL INCOME	ESTIMATED ANNUAL YIELD (%)
MORGAN STANLEY PVT BK CD PURCHASE NY ACT/365 FDIC INSD CPN 4.650% DUE 05/30/29 DTD 05/30/24 FC 11/30/24 CUSIP 61768E4J9 Acquired 05/23/24 L	0.36	250,000	100.00	250,000.00	100.9630	252,407.50	2,407.50	1,019.18	11,625	4.60
TOYOTA FINL SGS BK CD HENDERSON NV ACT/365 FDIC INSD CPN 4.500% DUE 06/28/29 DTD 06/28/24 FC 12/28/24 CUSIP 89235MPR6 Acquired 06/26/24 L	0.36	250,000	100.00	250,000.00	100.5760	251,440.00	1,440.00	92.46	11,250	4.47
MORGAN STANLEY BK NA CD SALT LAKE CTY UT ACT/365 FDIC INSD CPN 4.250% DUE 02/26/30 DTD 02/26/25 FC 08/26/25 CUSIP 61690DS33 Acquired 02/20/25 L	0.35	250,000	100.00	250,000.00	99.7270	249,317.50	-682.50	3,638.70	10,625	4.26
GOLDMAN SACHS BK USA CD NEW YORK NY ACT/365 FDIC INSD CPN 4.000% DUE 04/21/31 DTD 04/21/26 FC 10/21/26 CUSIP 38151PMN8 Acquired 04/15/26 S	0.35	250,000	100.00	250,000.00	98.4560	246,140.00	-3,860.00	1,945.21	10,000	4.06

GOMBERG McQUILKIN
WEALTH MANAGEMENT GROUP

CITY OF MALIBU
RUTH QUINTO

JUNE 1, 2026 - JUNE 30, 2026
ACCOUNT NUMBER: [redacted]

Fixed Income Securities

Certificates of Deposit continued

DESCRIPTION	% OF ACCOUNT	QUANTITY	ADJ PRICE/ ORIG PRICE	ADJ COST/ ORIG COST	CURRENT PRICE	CURRENT MARKET VALUE	UNREALIZED GAIN/LOSS	ESTIMATED ACCRUED INTEREST	ESTIMATED ANNUAL INCOME	ESTIMATED ANNUAL YIELD (%)
STATE BANK OF INDIA CD NEW YORK NY ACT/365 FDIC INSD CPN 4.000% DUE 04/22/31 DTD 04/22/26 FC 10/22/26 CUSIP 856288FQ3 Acquired 04/15/26 S	0.35	250,000	100.00	250,000.00	98.4550	246,137.50	-3,862.50	1,917.81	10,000	4.06
Total Certificates of Deposit	**6.99**	**4,950,000**		**$4,950,000.00**		**$4,940,855.00**	**-$9,145.00**	**$38,094.66**	**$194,400**	**3.93**
Total Fixed Income Securities	**99.74**			**$69,887,445.94**		**$70,537,688.47**	**$650,242.53**	**$586,223.64**	**$2,165,458**	**3.07**
				$69,925,073.39						

^ Denotes Certificate of Deposit with a maturity date in the next 60 days. Please contact us for further investment opportunities or any assistance.

Mutual Funds

If a portion of your fund position was converted, the 'Client Investment' value may include reinvestments from previously held positions.

Open End Mutual Funds

Open End Mutual Fund shares are priced at net asset value. Estimated Annual Income and Yield refer to Dividends and Interest Income only, and typically do not reflect Total return.

Although retail and government money market funds seek to preserve a net asset value (NAV) of $1.00 per share, in a negative interest rate environment, the fund's net asset value (NAV) may float to the nearest 1/100th of a cent (i.e., $0.9999). When the NAV is floating, the value of your investment will fluctuate and lose value.

DESCRIPTION	% OF ACCOUNT	QUANTITY	ADJ PRICE/ ORIG PRICE	ADJ COST/ ORIG COST	CURRENT PRICE	CURRENT MARKET VALUE	UNREALIZED GAIN/LOSS	ESTIMATED ANNUAL INCOME	ESTIMATED ANNUAL YIELD (%)
FIDELITY FUNDS FIDELITY TREASURY ONLY PORT INSTL CLASS SHS FRSXX On Reinvestment									
Acquired 04/30/26 S		23,842.18000	1.00	23,842.18		23,842.18	0.00		
Acquired 05/29/26 S		8,905	1.00	8,905.00		8,905.00	0.00		
Acquired 06/30/26 S		144,871	1.00	144,871.00		144,871.00	0.00		
Reinvestments S		4,887.54000	1.00	4,887.54		4,887.54	0.00		

CITY OF MALIBU
RUTH QUINTO

JUNE 1, 2026 - JUNE 30, 2026
ACCOUNT NUMBER: [redacted]

Mutual Funds

Open End Mutual Funds continued

DESCRIPTION	% OF ACCOUNT	QUANTITY	ADJ PRICE/ ORIG PRICE	ADJ COST/ ORIG COST	CURRENT PRICE	CURRENT MARKET VALUE	UNREALIZED GAIN/LOSS	ESTIMATED ANNUAL INCOME	ESTIMATED ANNUAL YIELD (%)
Total	**0.26**	**182,505.72000**	**$1.00**	**$182,505.72**	**1.0000**	**$182,505.72**	**$0.00**	**$6,607**	**3.62**
	Client Investment (Excluding Reinvestments)					$177,618.18			
	Gain/Loss on Client Investment (Including Reinvestments)					$4,887.54			
Total Open End Mutual Funds	**0.26**			**$182,505.72**		**$182,505.72**	**$0.00**	**$6,607**	**3.62**
Total Mutual Funds	**0.26**			**$182,505.72**		**$182,505.72**	**$0.00**	**$6,607**	**3.62**

Activity detail

Income and distributions

DATE	ACCOUNT TYPE	TRANSACTION	QUANTITY	DESCRIPTION	PRICE	AMOUNT
06/01	Cash	DIVIDEND		FIDELITY FUNDS FIDELITY TREASURY ONLY PORT INSTL CLASS SHS 052926 35,007.15000 AS OF 5/29/26		2,627.57
06/01	Cash	INTEREST		US TREASURY NOTES CPN 3.875% DUE 11/30/29 DTD 11/30/22 FC 05/31/23 053026 2,860,000 AS OF 5/30/26 CUSIP 91282CFY2		55,412.50
06/01	Cash	INTEREST		US TREASURY NOTES CPN 2.625% DUE 05/31/27 DTD 05/31/22 FC 11/30/22 053126 2,245,000 AS OF 5/31/26 CUSIP 91282CET4		29,465.63

GOMBERG McQUILKIN
WEALTH MANAGEMENT GROUP

CITY OF MALIBU
RUTH QUINTO

JUNE 1, 2026 - JUNE 30, 2026
ACCOUNT NUMBER: [redacted]

Activity detail continued

Income and distributions

DATE	ACCOUNT TYPE	TRANSACTION	QUANTITY	DESCRIPTION	PRICE	AMOUNT
06/05	Cash	INTEREST		BEAL BANK USA CD LAS VEGAS NV ACT/365 FDIC INSD CPN 4.700% DUE 05/30/29 DTD 06/05/24 FC 12/05/24 060526 250,000 CUSIP 07371DR66		5,858.90
06/05	Cash	INTEREST		BEAL BANK - PLANO TX CD PLANO TX ACT/365 FDIC INSD CPN 4.700% DUE 05/30/29 DTD 06/05/24 FC 12/05/24 060526 250,000 CUSIP 07371BVU2		5,858.90
06/08	Cash	INTEREST		UBS BANK USA CD SALT LAKE CTY UT ACT/365 FDIC INSD CPN 1.150% DUE 12/08/26 DTD 12/08/21 FC 01/08/22 060826 250,000 CUSIP 90348JX96		244.18
06/29	Cash	INTEREST		CELTIC BANK CD SALT LAKE CTY UT ACT/365 FDIC INSD CPN 2.000% DUE 12/27/27 DTD 12/27/19 FC 01/27/20 062726 250,000 AS OF 6/27/26 CUSIP 15118RTH0		424.66
06/29	Cash	INTEREST		TEXAS EXCHANGE BK SSB CD CROWLEY TX ACT/365 CALLABLE FDIC INSD CPN 1.100% DUE 10/29/26 DTD 10/29/21 FC 11/29/21 062926 250,000 CUSIP 88241TMC1		233.56

CITY OF MALIBU
RUTH QUINTO

JUNE 1, 2026 - JUNE 30, 2026
ACCOUNT NUMBER: [redacted]

Activity detail continued

Income and distributions

DATE	ACCOUNT TYPE	TRANSACTION	QUANTITY	DESCRIPTION	PRICE	AMOUNT
06/29	Cash	INTEREST		TOYOTA FINL SGS BK CD HENDERSON NV ACT/365 FDIC INSD CPN 4.500% DUE 06/28/29 DTD 06/28/24 FC 12/28/24 062826 250,000 AS OF 6/28/26 CUSIP 89235MPR6		5,609.59
06/29	Cash	INTEREST		UNIVEST BANK & TR CO CD SOUDERTON PA ACT/365 FDIC INSD CPN 4.300% DUE 02/28/29 DTD 02/28/25 FC 03/28/25 062826 250,000 AS OF 6/28/26 CUSIP 91527PCP0		913.01
06/30	Cash	INTEREST		US TREASURY NOTES CPN 1.375% DUE 12/31/28 DTD 12/31/21 FC 06/30/22 063026 5,075,000 CUSIP 91282CDP3		34,890.63
06/30	Cash	DIVIDEND		ALLSPRING GOVERNMENT MONEY MARKET SWEEP CLASS 063026 144,616		267.71
				Total Income and distributions:		**$141,806.84**

Securities purchased

DATE	ACCOUNT TYPE	TRANSACTION	QUANTITY	DESCRIPTION	PRICE	AMOUNT
06/01	Cash	REINVEST DIV	2,627.57000	FIDELITY FUNDS FIDELITY TREASURY ONLY PORT INSTL CLASS SHS REINVEST AT 1.000		-2,627.57
06/30	Cash	PURCHASE	144,871.00000	FIDELITY FUNDS FIDELITY TREASURY ONLY PORT INSTL CLASS SHS	1.0000	-144,871.00
				Total Securities purchased:		**-$147,498.57**

GOMBERG McQUILKIN
WEALTH MANAGEMENT GROUP

CITY OF MALIBU
RUTH QUINTO

JUNE 1, 2026 - JUNE 30, 2026
ACCOUNT NUMBER: [redacted]

Cash sweep activity

Our Cash Sweep program allows you to earn a return on the idle cash balances in your account by automatically investing such balances into one of our cash sweep options. These 'sweep transactions' may represent a net amount for the day and occur on settlement date. The following section displays transfers into and out of your sweep option. Transactions displayed here are Transfer To, Transfer From and Reinvested Dividends and Interest. These transaction amounts are not included in your cash flow summary.

DATE	TRANSACTION	DESCRIPTION	AMOUNT
06/01		BEGINNING BALANCE	8,907.50
06/01	TRANSFER TO	ALLSPRING GOVERNMENT MONEY MARKET	84,878.13
06/01	TRANSFER FROM	ALLSPRING GOVERNMENT MONEY MARKET	-3,202.26
06/08	TRANSFER TO	ALLSPRING GOVERNMENT MONEY MARKET	11,961.98
06/29	TRANSFER TO	ALLSPRING GOVERNMENT MONEY MARKET	7,180.82
06/30	REINVEST DIV	ALLSPRING GOVERNMENT MONEY MARKET	267.71
06/30	TRANSFER TO	ALLSPRING GOVERNMENT MONEY MARKET	34,890.63
06/30		ENDING BALANCE	144,884.51

Bank Deposits Through Teller

June 1 - June 30

Wells Fargo Bank, N.A. (Member FDIC)

Account number 9091092513

Questions? Call us at 1-800-266-6263

Deposits made in a bank branch on the last business day of the month will typically appear on your next statement. Wells Fargo Clearing Services, LLC is not an FDIC-insured depository institution; FDIC deposit insurance only protects against the failure of an insured depository institution. Banking products and services provided by Wells Fargo Bank, N.A. Member FDIC.

DATE	TRANSACTION	DESCRIPTION	AMOUNT	BANK BALANCE
06/01		BEGINNING BALANCE		$0.00
06/30		ENDING BALANCE		$0.00

CITY OF MALIBU
RUTH QUINTO

JUNE 1, 2026 - JUNE 30, 2026
ACCOUNT NUMBER: [redacted]

Specific instructions and disclosures

Available funds

"Available for loan" reflects the approximate amount available as of the statement period ending date and should be reduced by any pending checks and Visa charges not yet cleared. This amount is the approximate amount available for withdrawal and loans. A margin loan is a variable rate loan secured by your account.

Income on non-reportable accounts

Your income summary is categorized into taxable and tax-exempt income based upon the securities that you hold. Please be aware that, since this is a 1099 non-reportable account, this income will NOT be reported to the IRS, but is being provided to you for informational purposes only.

Callable Securities

Securities that are subject to a partial call will be selected by an impartial lottery process in which the probability of your securities being selected for redemption is proportional to the holdings of all shareholders of such securities held in street name. If a security is called prior to maturity it may affect the yield you receive. Additional information is available at **www.wellsfargoadvisors.com** under Legal Disclosures or the written procedures are available upon request.

Cost basis - To add or update information or modify your reporting options, please contact Your Financial Advisor.

This statement presents estimated unrealized or realized gains or losses for your information only. If acquisition or other information is not available, the gain/loss information may not be displayed and section and summary totals may not reflect your complete portfolio. Cost basis information is not verified by WFCS or Wells Fargo Advisors Financial Network and should not be relied upon for legal or tax purposes. Revisions to this information (due to corporate mergers, tenders and other reorganizations) may be required from time to time.

Cost basis for factored bonds (GNMA, CMO, etc.) will be adjusted for paydown of principal. Systematic investments in mutual funds and reinvested dividends for mutual funds and stocks have been consolidated for each position. Unit cost data for systematic investments and dividend reinvestment securities is provided for informational purposes only and is a non-weighted average.

Your account statement should not be used for tax preparation without assistance from your tax consultant. We do not report capital gains or losses for non-covered securities to the IRS.

Cost basis options
Unless specific tax lots are selected at trade time, sales of tax lots will occur using the cost basis election reflected in the Account profile section.

Estimated accrued interest on Fixed Income securities

Estimated accrued interest is included in the Portfolio summary as a convenience to you and represents the estimated portion of the interest that would be received upon the sale of the Fixed Income positions in your account, calculated from the date of the last coupon (or dated date) through the date of the account statement, based upon information provided by the issuer. This is not a guarantee that this amount will be realized in your account. Actual income will be based upon the payout schedule of the securities held in your account. If you own a Foreign Fixed Income security, and it is denominated in a foreign currency, the Estimated accrued interest will not be accurate.

GOMBERG McQUILKIN
WEALTH MANAGEMENT GROUP

Portfolio Analysis

Prepared for CITY OF MALIBU

July 01, 2026

Prepared by:
WILLIAM GOMBERG

This report is not complete without all sections noted in the Table of Contents. Please read each section carefully.

Investment products and services are offered through Wells Fargo Advisors Financial Network, LLC (WFAFN), a registered broker-dealer and non-bank affiliate of Wells Fargo & Company. WFAFN uses the trade name Wells Fargo Advisors. Any other referenced entity is a separate entity from WFAFN.
A portion of the financial data used to generate this report may be provided to Wells Fargo Advisors by third-party vendors. While this third-party information is believed to be reliable, it has not been verified.

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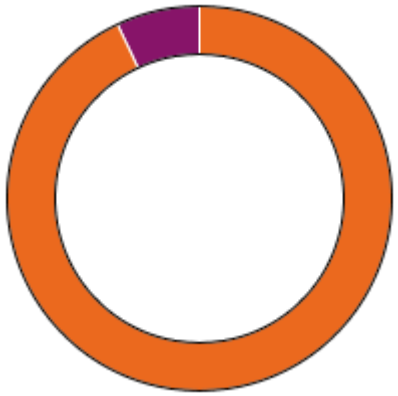
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Fixed Income Summary

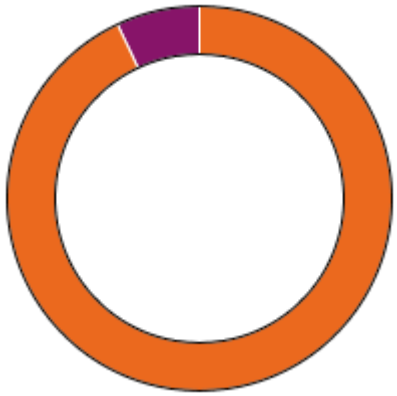
As of 06/30/2026 for XXXX7847 - CITY OF MALIBU

Security Sub Type



Security sub type	Market value	% Fxd income
Government Bond	65,596,833	93.00%
Certificates of Deposit	4,940,855	7.00%
Total	**$70,537,688**	**100%**

Credit Quality Ratings



Credit quality ratings	% Fxd income
Treasury	93.00%
CDs	7.00%
Agency	-
AAA	-
AA	-
A	-
BBB	-
Below inv grade	-
Not rated	-
N/A	-
Total	**100%**

Bond Statistics

Statistic	Taxable	Tax exempt
Weighted avg coupon	3.02%	-
Yield at purchase	3.82%	-
Yield to maturity	4.04%	-
Yield to worst	4.04%	-

Weighted avg maturity: 2.83 yrs

Total duration: 2.69 yrs

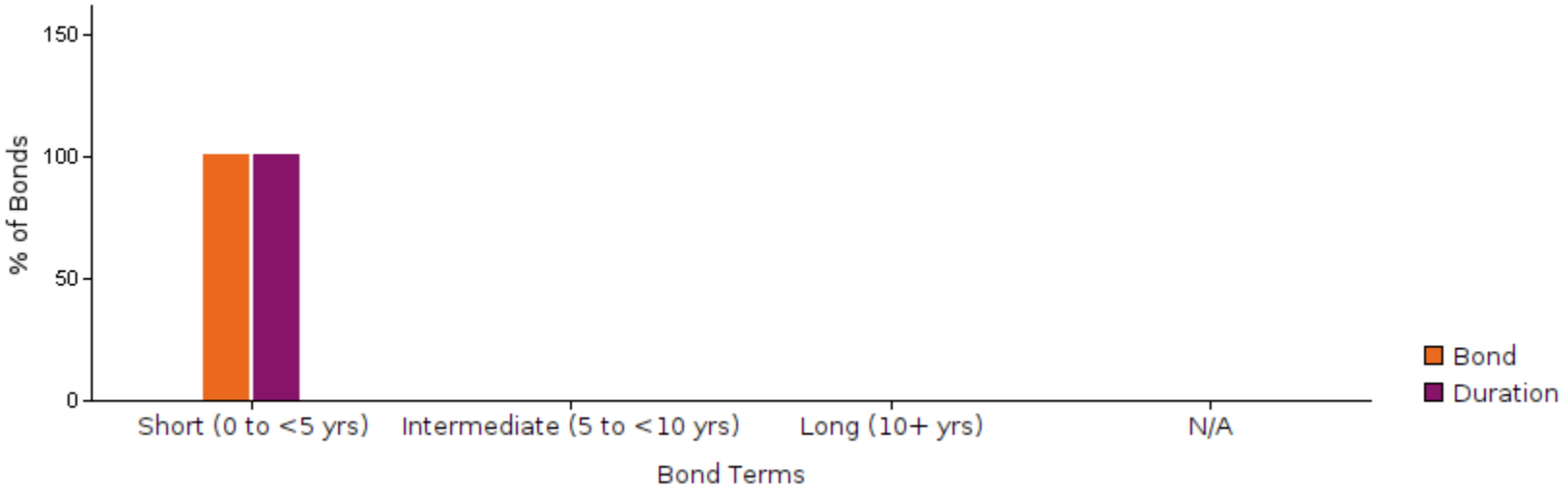
Estimated Income Annualized

Month	Estimated income annualized
07/2026	267,424
08/2026	243,082
09/2026	240,938
10/2026	117,889
11/2026	154,317
12/2026	53,844
01/2027	267,102
02/2027	227,686
03/2027	240,061
04/2027	117,387
05/2027	148,912
06/2027	53,556
Total	**$2,132,198**
Taxable	**$2,132,198**
Tax exempt	**-**
Subject to AMT	-

The asset classification of Corporate Bonds includes holdings of Certificates of Deposit. Funds include open end mutual funds, exchange-traded funds, closed end funds. Estimated Income Annualized (EIA) takes your current income, based on the current dividends or interest paid by your securities and multiplies it to create an annualized hypothetical figure. It does not reflect actual or future

performance and should not be relied upon when making financial decisions. All annualizations are based upon current positions using a simple mathematical calculation and assumes all figures remain constant for a year; any subsequent position changes will affect these calculations. Calculations for certain types of securities could include a return of principal or capital gain, in which case the figures would be overstated. Past performance is not a guarantee of future results. Dividend payments are made solely at the discretion of the issuer and are subject to be changed or eliminated at any time. Estimated Income is an estimate and the actual income might be lower or higher than the estimated amount. Estimated income reflects only the income generated by an investment. It does not reflect changes in price, which may fluctuate. The Credit Quality Rating shown takes the lower of the two credit agency ratings between Moody's and Standard & Poor's and converts it to the equivalent S&P major rating category. Credit Quality Ratings and Bond Statistics sections do not include bond funds. Bond Statistics are weighted averages based on market value of bonds in the portfolio. Yield calculations are based on yield prices that may change monthly. Fixed income holdings, where the information is not available, are excluded from the Yield at Purchase, Yield to worst, Yield to maturity, Total duration, Weighted average coupon and Weighted average maturity calculations. For more information, including fixed income descriptions, please see the Important Information section at the end of this report.

Bond Term vs. Duration



Bond: 100% of bonds with short bond terms (0 to <5 yrs), 0% of bonds with intermediate bond terms (5 to <10 yrs), 0% of bonds with long bond terms (10+ yrs), 0% of bonds with a N/A bond terms.

Duration: 100% of bonds with short bond terms (0 to <5 yrs), 0% of bonds with intermediate bond terms (5 to <10 yrs), 0% of bonds with long bond terms (10+ yrs), 0% of bonds with a N/A bond terms.

Total portfolio value: $70,720,208

Bond term indicates years to redemption date as defined in the Important Information section. Mortgage-backed securities (MBSs) include asset-backed securities (ABSs), pass-throughs and collateralized mortgage obligations (CMOs). For MBSs, the full market value is displayed at the average life of each security, when available. Duration indicates calculated option adjusted duration. 'Bonds' include preferred stocks.

In the Callable Analysis chart, MBS includes all prepaying securities. Callable value applies next call price and date to the remaining principal. Call premiums may decline subsequent to the initial call date. Extraordinary call features may exist that are not represented in this report. Bond Term vs. Duration and Callable Analysis sections do not include bond funds. For more information, including fixed income descriptions, please see the Important Information section at the end of this report.

Callable Analysis

Term	Callable value	Market value
MBS	-	-
0 to <1 yrs	250,000	247,623
1 to <2 yrs	-	-
2 to <3 yrs	-	-
3 to <4 yrs	-	-
4 to <5 yrs	-	-
5 to <7 yrs	-	-
7+ yrs	-	-
Not Available	-	-
Non-Callable	-	70,290,066
Total	**$250,000**	**$70,537,688**

Fixed Income Statistics

As of 06/30/2026 for XXXX7847 - CITY OF MALIBU

Subtotals and totals are weighted averages based on market value

Description	Qty/Face Rem Prin Factor	Moody's S&P Enhance	Coupon Cpn Type	Redemption Next Call Call Price	Mkt Price Adj Price Orig Price	Mkt Value($) Gain Loss ($) Purch Yld	Yld Price YTW YTM	Duration Convexity	Dur Cont % Fxd Inc % Port
U.S. Taxable Investment Grade Fixed Income			**3.017%**			**70,537,688** **650,243** **3.82%**	 **4.04%** **4.04%**	**2.7** **0.1**	**2.7** **100.0%** **99.7%**
Treasury Note			2.948%			65,596,833 659,388 3.81%	 4.04% 4.04%	2.8 0.1	2.6 93.0% 92.8%
US TREASURY/ NOTES/ 91282CCW9	4,000,000 - -	AA1 - -	0.750% Fixed	08/31/26 M - -	99.50 91.08 91.08	3,980,040 337,033 3.52%	99.26 3.75% M 3.75%	0.2 0.0	0.0 5.6% 5.6%
US TREASURY/ NOTES/ 91282CEF4	4,000,000 - -	AA1 - -	2.500% Fixed	03/31/27 M - -	98.89 96.45 96.45	3,955,600 97,468 3.45%	98.92 3.83% M 3.83%	0.8 0.0	0.0 5.6% 5.6%
US TREASURY/ NOTES/ 91282CET4	2,245,000 - -	AA1 - -	2.625% Fixed	05/31/27 M - -	98.68 95.32 95.32	2,215,299 75,320 4.21%	98.75 3.91% M 3.91%	1.0 0.0	0.0 3.1% 3.1%
US TREASURY/ NOTES/ 91282CFH9	1,894,000 - -	AA1 - -	3.125% Fixed	08/31/27 M - -	98.86 98.60 98.60	1,872,389 4,928 3.47%	99.01 3.94% M 3.94%	1.2 0.0	0.0 2.7% 2.6%
US TREASURY/ NOTES/ 91282CBZ3	2,985,000 - -	AA1 - -	1.250% Fixed	04/30/28 M - -	94.91 88.92 88.92	2,832,944 178,816 4.24%	94.96 4.02% M 4.02%	1.9 0.0	0.1 4.0% 4.0%
US TREASURY/ NOTES/ 91282CHX2	2,100,000 -	AA1 -	4.375% Fixed	08/31/28 M -	100.42 101.59	2,108,841 -24,544	100.73 4.03% M	2.1 0.1	0.1 3.0%

Description	Qty/Face Rem Prin Factor	Moody's S&P Enhance	Coupon Cpn Type	Redemption Next Call Call Price	Mkt Price Adj Price Orig Price	Mkt Value($) Gain Loss ($) Purch Yld	Yld Price YTW YTM	Duration Convexity	Dur Cont % Fxd Inc % Port
	-	-		-	101.76	3.61%	4.03%		3.0%
US TREASURY/ NOTES/ 91282CPK1	2,928,000 - -	AA1 - -	3.500% Fixed	11/15/28 M - -	98.50 99.01 99.01	2,883,963 -15,039 3.92%	98.74 4.04% M 4.04%	2.3 0.1	0.1 4.1% 4.1%
US TREASURY/ NOTES/ 91282CDP3	5,075,000 - -	AA1 - -	1.375% Fixed	12/31/28 M - -	93.43 88.22 88.22	4,741,725 264,361 4.06%	93.52 4.05% M 4.05%	2.5 0.1	0.2 6.7% 6.7%
US TREASURY/ NOTES/ 91282CEM9	1,565,000 - -	AA1 - -	2.875% Fixed	04/30/29 M - -	96.58 92.51 92.51	1,511,508 63,745 4.57%	96.78 4.06% M 4.06%	2.8 0.1	0.1 2.1% 2.1%
US TREASURY/ NOTES/ 91282CFC0	5,025,000 - -	AA1 - -	2.625% Fixed	07/31/29 M - -	95.58 94.86 94.86	4,802,795 36,300 3.92%	95.76 4.06% M 4.06%	3.0 0.1	0.2 6.8% 6.8%
US TREASURY/ NOTES/ 91282CLN9	4,910,000 - -	AA1 - -	3.500% Fixed	09/30/29 M - -	97.97 100.25 100.30	4,810,229 -111,966 3.42%	98.21 4.08% M 4.08%	3.1 0.1	0.2 6.8% 6.8%
US TREASURY/ NOTES/ 91282CFT3	3,000,000 - -	AA1 - -	4.000% Fixed	10/31/29 M - -	99.45 99.61 99.61	2,983,470 -4,935 4.09%	99.74 4.08% M 4.08%	3.1 0.1	0.1 4.2% 4.2%
US TREASURY/ NOTES/ 91282CFY2	2,860,000 - -	AA1 - -	3.875% Fixed	11/30/29 M - -	99.04 99.56 99.56	2,832,401 -14,951 4.01%	99.31 4.09% M 4.09%	3.2 0.1	0.1 4.0% 4.0%
US TREASURY/ NOTES/ 91282CGJ4	4,965,000 - -	AA1 - -	3.500% Fixed	01/31/30 M - -	97.75 96.82 96.82	4,853,436 46,301 4.22%	97.98 4.10% M 4.10%	3.4 0.1	0.2 6.9% 6.9%
US TREASURY/ NOTES/ 912828Z94	5,350,000 - -	AA1 - -	1.500% Fixed	02/15/30 M - -	91.10 89.17 89.17	4,873,904 103,134 3.95%	91.18 4.09% M 4.09%	3.5 0.1	0.2 6.9% 6.9%
US TREASURY/ NOTES/ 91282CHW4	4,864,000 -	AA1 -	4.125% Fixed	08/31/30 M -	99.72 102.37	4,850,478 -128,937	99.99 4.13% M	3.8 0.2	0.3 6.9%

Description	Qty/Face Rem Prin Factor	Moody's S&P Enhance	Coupon Cpn Type	Redemption Next Call Call Price	Mkt Price Adj Price Orig Price	Mkt Value($) Gain Loss ($) Purch Yld	Yld Price YTW YTM	Duration Convexity	Dur Cont % Fxd Inc % Port
	-	-		-	102.78	3.51%	4.13%		6.9%
US TREASURY/ NOTES/ 91282CJX0	5,350,000 - -	AA1 - -	4.000% Fixed	01/31/31 M - -	99.13 102.38 102.54	5,303,562 -173,613 3.44%	99.41 4.14% M 4.14%	4.2 0.2	0.3 7.5% 7.5%
US TREASURY/ NOTES/ 91282CKF7	4,200,000 - -	AA1 - -	4.125% Fixed	03/31/31 M - -	99.62 101.39 101.45	4,184,250 -74,035 3.80%	99.91 4.14% M 4.14%	4.3 0.2	0.3 5.9% 5.9%
Certificates of Deposit			3.935%			4,940,855 -9,145 3.94%	 4.07% 4.07%	1.8 0.1	0.1 7.0% 7.0%
BARCLAYS BANK/DELAWAR CD/ WILMINGTON DE ACT/365/ 06740KSW8	250,000 - -	- - FDIC	4.000% Fixed	08/28/26 M - -	99.98 100.00 100.00	249,960 -40 4.00%	100.00 3.96% M 3.96%	0.2 0.0	0.0 0.4% 0.4%
TEXAS EXCHANGE BK SSB CD/ CROWLEY TX ACT/365/ 88241TMC1	250,000 - -	- - FDIC	1.100% Fixed	10/29/26 M 07/29/26 P 100.00	99.05 100.00 100.00	247,623 -2,378 1.10%	98.82 4.00% M 4.00%	0.4 0.0	0.0 0.4% 0.4%
DISCOVER BANK CD/ GREENWOOD DE ACT/365/ 254673Z66	200,000 - -	- - FDIC	4.950% Fixed	11/16/26 M - -	100.36 100.00 100.00	200,710 710 4.95%	100.46 3.93% M 3.93%	0.5 0.0	0.0 0.3% 0.3%
UBS BANK USA CD/ SALT LAKE CTY UT ACT/365/ 90348JX96	250,000 - -	- - FDIC	1.150% Fixed	12/08/26 M - -	98.76 100.00 100.00	246,905 -3,095 1.15%	98.53 4.02% M 4.02%	0.5 0.0	0.0 0.4% 0.3%
CALPRIVATE BANK CD/ LA JOLLA CA ACT/365/ 13135NCY4	250,000 - -	- - FDIC	4.050% Fixed	02/16/27 M - -	100.05 100.00 100.00	250,123 123 4.05%	100.08 3.92% M 3.92%	0.7 0.0	0.0 0.4% 0.4%
VALLEY NATL BK WAYNE CD/ WAYNE NJ ACT/365/ 919853KW0	250,000 - -	- - FDIC	4.600% Fixed	03/11/27 M - -	100.34 100.00 100.00	250,845 845 4.60%	100.42 4.02% M 4.02%	0.7 0.0	0.0 0.4% 0.4%
BRADESCO BANK CD/	250,000	-	4.500%	03/22/27 M	100.29	250,735	100.37	0.8	0.0

Description	Qty/Face Rem Prin Factor	Moody's S&P Enhance	Coupon Cpn Type	Redemption Next Call Call Price	Mkt Price Adj Price Orig Price	Mkt Value($) Gain Loss ($) Purch Yld	Yld Price YTW YTM	Duration Convexity	Dur Cont % Fxd Inc % Port
CORAL GABLES FL ACT/365/ 10421AAT4	- - -	- - FDIC	Fixed	- - -	100.00 100.00 100.00	735 4.50%	4.01% M 4.01%	0.0	0.4% 0.4%
BNY MELLON NA CD/ NEW YORK NY ACT/365/ 05584CP59	250,000 - -	- - FDIC	4.600% Fixed	06/01/27 M - -	100.41 100.00 100.00	251,025 1,025 4.60%	100.60 3.98% M 3.98%	1.0 0.0	0.0 0.4% 0.4%
EAGLEMARK SVGS BK CD/ CARSON CTY NV ACT/365/ 27004PFE8	250,000 - -	- - FDIC	4.700% Fixed	07/02/27 M - -	100.55 100.00 100.00	251,385 1,385 4.70%	100.73 4.00% M 4.00%	1.0 0.0	0.0 0.4% 0.4%
CELTIC BANK CD/ SALT LAKE CTY UT ACT/365/ 15118RTH0	250,000 - -	- - FDIC	2.000% Fixed	12/27/27 M - -	96.85 100.00 100.00	242,133 -7,868 2.00%	96.85 4.07% M 4.07%	1.5 0.0	0.0 0.3% 0.3%
AMERANT BANK NA CD/ CORAL GABLES FL ACT/365/ 02357QCL9	250,000 - -	- - FDIC	4.050% Fixed	03/28/28 M - -	99.69 100.00 100.00	249,228 -773 4.05%	99.89 4.11% M 4.11%	1.7 0.0	0.0 0.4% 0.4%
BANK OF AMERICA NA CD/ CHARLOTTE NC ACT/365/ 06051X6T4	250,000 - -	- - FDIC	3.950% Fixed	04/24/28 M - -	99.54 100.00 100.00	248,845 -1,155 3.95%	99.74 4.09% M 4.09%	1.8 0.0	0.0 0.4% 0.4%
UNIVEST BANK & TR CO CD/ SOUDERTON PA ACT/365/ 91527PCP0	250,000 - -	- - FDIC	4.300% Fixed	02/28/29 M - -	100.09 100.00 100.00	250,228 228 4.30%	100.47 4.12% M 4.12%	2.6 0.1	0.0 0.4% 0.4%
BEAL BANK - PLANO TX CD/ PLANO TX ACT/365/ 07371BVU2	250,000 - -	- - FDIC	4.700% Fixed	05/30/29 M - -	101.13 100.00 100.00	252,835 2,835 4.70%	101.62 4.12% M 4.12%	2.7 0.1	0.0 0.4% 0.4%
BEAL BANK USA CD/ LAS VEGAS NV ACT/365/ 07371DR66	250,000 - -	- - FDIC	4.700% Fixed	05/30/29 M - -	101.13 100.00 100.00	252,835 2,835 4.70%	101.62 4.12% M 4.12%	2.7 0.1	0.0 0.4% 0.4%
MORGAN STANLEY PVT BK CD/ PURCHASE NY ACT/365/ 61768E4J9	250,000 - -	- - FDIC	4.650% Fixed	05/30/29 M - -	100.96 100.00 100.00	252,408 2,408 4.65%	101.47 4.12% M 4.12%	2.8 0.1	0.0 0.4% 0.4%

Description	Qty/Face Rem Prin Factor	Moody's S&P Enhance	Coupon Cpn Type	Redemption Next Call Call Price	Mkt Price Adj Price Orig Price	Mkt Value($) Gain Loss ($) Purch Yld	Yld Price YTW YTM	Duration Convexity	Dur Cont % Fxd Inc % Port
TOYOTA FINL SGS BK CD/ HENDERSON NV ACT/365/ 89235MPR6	250,000 - -	- - FDIC	4.500% Fixed	06/28/29 M - -	100.58 100.00 100.00	251,440 1,440 4.50%	101.04 4.14% M 4.14%	2.8 0.1	0.0 0.4% 0.4%
MORGAN STANLEY BK NA CD/ SALT LAKE CTY UT ACT/365/ 61690DS33	250,000 - -	- - FDIC	4.250% Fixed	02/26/30 M - -	99.73 100.00 100.00	249,318 -683 4.25%	100.19 4.19% M 4.19%	3.4 0.1	0.0 0.4% 0.4%
GOLDMAN SACHS BK USA CD/ NEW YORK NY ACT/365/ 38151PMN8	250,000 - -	- - FDIC	4.000% Fixed	04/21/31 M - -	98.46 100.00 100.00	246,140 -3,860 4.00%	98.92 4.24% M 4.24%	4.4 0.2	0.0 0.3% 0.3%
STATE BANK OF INDIA CD/ NEW YORK NY ACT/365/ 856288FQ3	250,000 - -	- - FDIC	4.000% Fixed	04/22/31 M - -	98.46 100.00 100.00	246,138 -3,863 4.00%	98.92 4.24% M 4.24%	4.4 0.2	0.0 0.3% 0.3%
Fixed income statistics **total**			**3.017%**			**70,537,688** **650,243** **3.82%**	**4.04%** **4.04%**	**2.7** **0.1**	**2.7** **100.0%** **99.7%**

Total portfolio value: $70,720,208

**Indicates that this holding is insured by a credit agency but the specific insurer is unknown.
Rem Prin - Remaining Principal is the amount of principal which, as of a given date, has not yet been paid on a fixed income security (original face value multiplied by the factor).
Factor represents the portion of principal remaining on a security subject to principal prepayments (such as a mortgage-backed security). A factor of .87654321 on an original face of $100,000 would indicate that $87,654.32 in principal remained.
Enhance - Indicates that there is a form of credit enhancement such as collateralization or bond insurance which may vary in credit quality. The ratings displayed are the higher of the credit rating of the bond insurer or of the underlying credit of the issuer. Acronyms indicate insurance or type of collateral. Please see the Important Information section at the end of this report.
CDs are subject to insurance limits through FDIC.
The coupon rate is the interest rate stated on a bond, note or other fixed income security, expressed as a percentage of the principal. Adjustable rate coupon securities will be shown at the current coupon rate if known; actual coupon rates may vary. There is no assurance that coupons will be paid. Past Performance is not a guarantee of future results. Range Notes will carry a coupon of 0%.
Coupon Types: Adj (Adjustable rate), Fixed (Fixed rate), Step (Step up or down), Struct (Structured Product Securities), Zero (Zero Coupon), PIK (Payment-in-kind)
Redemption is the date the security is scheduled to be redeemed. Types: M - maturity, R - refunded, T - mandatory tender/put, P - perpetual (displays date of report plus sixty years), D - Dutch auction or optional tender, A - estimated average life of prepaying securities.
Next call is the next date, prior to maturity, on which a callable security may be redeemed by the issuer. Call Price is the price, specified at issuance, at which a bond or preferred stock can be redeemed.
Call Types: C - Optional Premium Call, P - Optional Par Call.
Adjusted Price is the original price adjusted for accretion for a discount and amortization for a premium.
Purchase Yield is the yield to worst based on original price and purchase date.
Yield Price is the most recent month-end market price which is used to calculate yields, duration, convexity, etc.

YTW - Yield to Worst indicates the lowest of yields to calls or the yield to maturity, calculated at yield price and not at current market price. The Yield Code next to YTW indicates the date/price to which the yield has been calculated. Codes: C = next call, P = par call, W = middle call, R = pre-refunding, M = maturity of issue, A = estimated average life on principal paydown securities, T = next mandatory put/tender, F = called in full.

YTM (Yield to Maturity) is calculated to the redemption date based on the yield price and not on current market price.

Duration - Duration, where available, is Modified Duration. It is used to provide a measurement of price volatility. For example, a duration of 4 means that a shift in prevailing rates 100 basis points (1%) in a 1 year period should shift the price in the opposite direction by 4%. Duration will not be calculated on Structured Products or other securities for which required data is not available. Modified Duration, unlike Effective Duration, assumes cash flows do not change and does not take into account embedded call options.

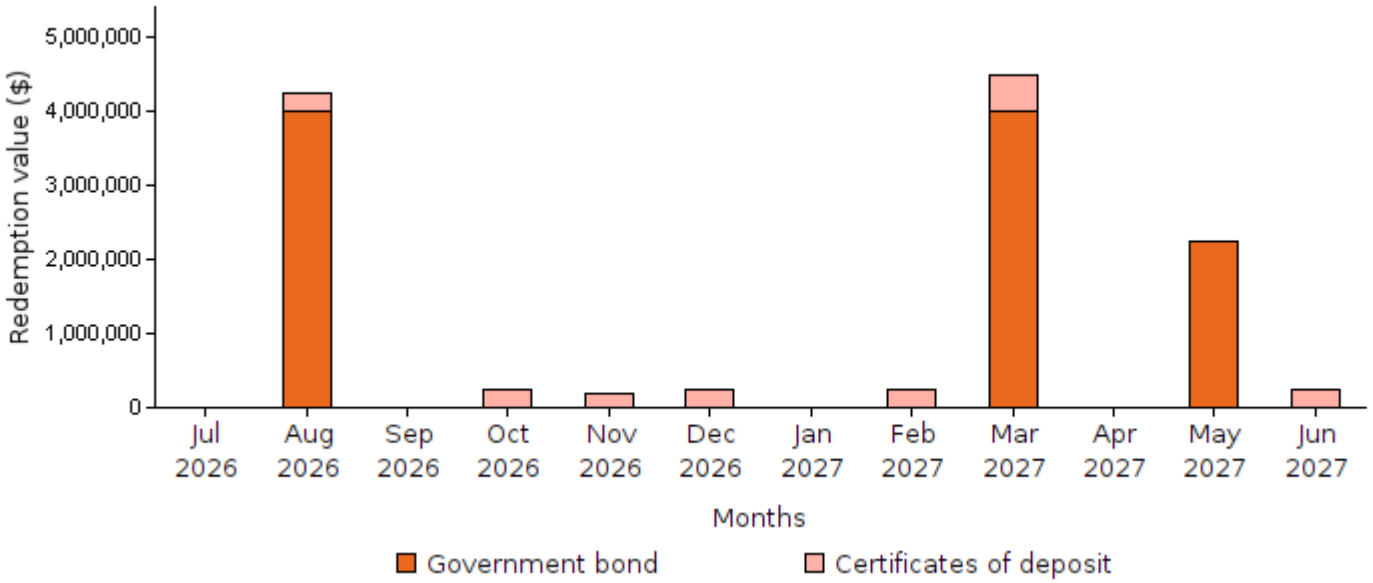
Convexity - Convexity measures the speed with which the duration will change with movements in interest rates. For example, on a bond with negative convexity, the duration will shorten with falling interest rates which will reduce the impact of duration of this security on the portfolio. Convexity is reflected at both the security level and at the subtotal level for fixed income classification calculated as a weighted average.

Duration Contribution - The duration contribution is the impact of this bond's duration on the fixed income portion of the portfolio. Example, if bond has a duration of 3 and its market value is 5% of the fixed income, the duration contribution will be 0.15 (3 x .05).

For more information including fixed income analysis details, please see the Important Information section at the end of this report.

Redemption Distribution Rolling 12 Months

As of 06/30/2026 for XXXX7847 - CITY OF MALIBU



Redemption values are stated in thousands ($)

Description	Jul 2026	Aug 2026	Sep 2026	Oct 2026	Nov 2026	Dec 2026	Jan 2027	Feb 2027	Mar 2027	Apr 2027	May 2027	Jun 2027	Total Principal
Government bond	-	4,000	-	-	-	-	-	-	4,000	-	2,245	-	10,245
Certificates of deposit	-	250	-	250	200	250	-	250	500	-	-	250	1,950
Redemption distribution rolling 12 months total	**-**	**4,250**	**-**	**250**	**200**	**250**	**-**	**250**	**4,500**	**-**	**2,245**	**250**	**12,195**

Current market value of securities with undefined redemption value: $0

Total portfolio value: $70,720,208

This report shows the schedule of principal payments of securities calculated as of the date of the report. Payments are not guaranteed. Unforeseen events could occur which could cause the estimated principal payments to differ from stated values. Bonds in default will not display a redemption value. The redemption value applies the redemption price to the remaining principal or the number of shares. These schedules assume that bonds are not called. Call features may be exercised as stated elsewhere at any time. On Treasury Inflation Index securities (TIPs), we have applied the most recent Index Ratio to the redemption price. Actual redemption value will not be less than the face amount on TIPs if held to maturity. 100% Principal protected structured products (when held to maturity) will be displayed at their face amount as the redemption value.

The asset classification of Corporate Bonds includes holdings of Certificates of Deposit.

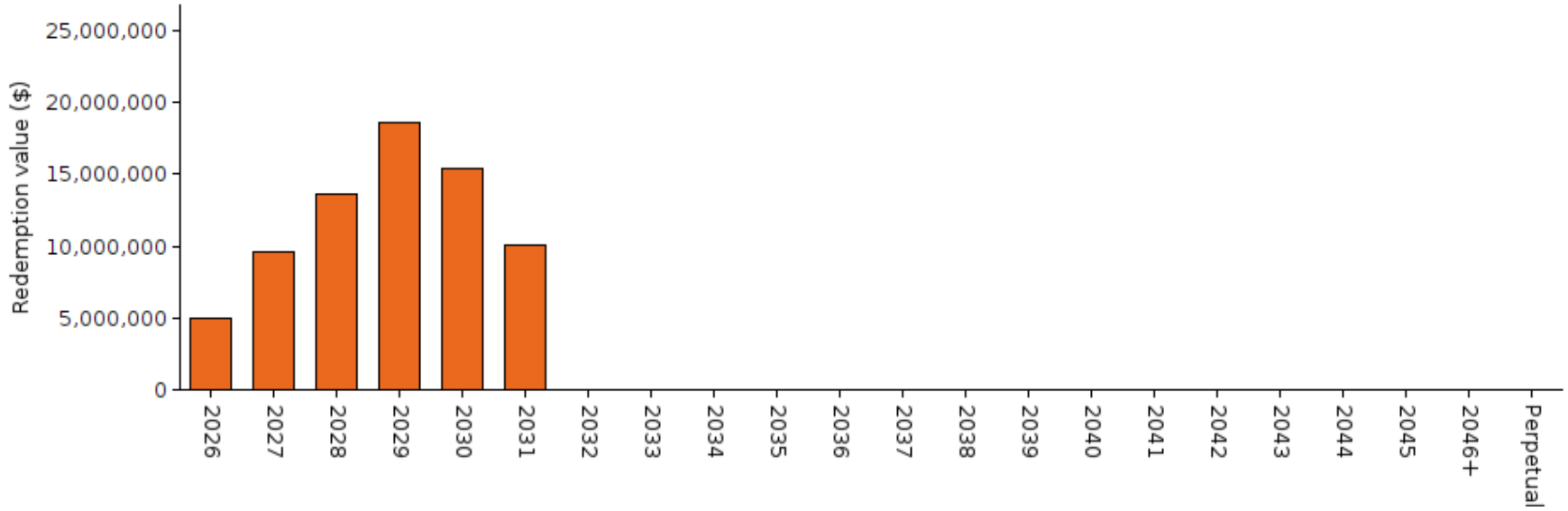
Mortgage Backed Securities display the total remaining principal on pass-through securities and collateralized mortgage obligations (CMOs), which are not represented in the table due to uncertain schedule of principal payments.

Securities with Undefined Redemption Value, such as mandatory convertible securities and structured products (other than those with 100% principal protection), do not have a defined redemption value and are not represented in the table. The market value of these securities that have a redemption date within the next 12 months is displayed beneath the table. These securities will display N/A as the redemption value in the month of their scheduled redemption. For more information, see the Important Information section at the end of this report.

Fixed Income Redemption Distribution: w/Holding(s)

As of 06/30/2026 for XXXX7847 - CITY OF MALIBU

Coupon subtotals and totals are weighted averages based on redemption value



Description	Redemption date	Redemption price ($)	Redemption value ($)	Coupon	Weighted average coupon remaining
2026			**4,950,000**	**1.122%**	**3.134%**
BARCLAYS BAN 4% 082826 (CUSIP: 06740KSW8)	08/28/26 M	100.00	250,000	4.000%	2.993%
UST NTS .75% 083126 (CUSIP: 91282CCW9)	08/31/26 M	100.00	4,000,000	0.750%	3.128%
TEXAS EXC 1.10% 102926 (CUSIP: 88241TMC1)	10/29/26 M	100.00	250,000	1.100%	3.003%
DISCOVER 4.95% 111626 (CUSIP: 254673Z66)	11/16/26 M	100.00	200,000	4.950%	2.991%
UBS BANK 1.15% 120826 (CUSIP: 90348JX96)	12/08/26 M	100.00	250,000	1.150%	3.003%
2027			**9,639,000**	**2.897%**	**3.012%**
CALPRIVAT 4.05% 021627 (CUSIP: 13135NCY4)	02/16/27 M	100.00	250,000	4.050%	2.993%
VALLEY NAT 4.6% 031127 (CUSIP: 919853KW0)	03/11/27 M	100.00	250,000	4.600%	2.991%
BRADESCO B 4.5% 032227 (CUSIP: 10421AAT4)	03/22/27 M	100.00	250,000	4.500%	2.991%
UST NTS 2.5% 033127 (CUSIP: 91282CEF4)	03/31/27 M	100.00	4,000,000	2.500%	3.026%

Description	Redemption date	Redemption price ($)	Redemption value ($)	Coupon	Weighted average coupon remaining
UST NTS 2.625% 053127 (CUSIP: 91282CET4)	05/31/27 M	100.00	2,245,000	2.625%	3.008%
BNY MELLON 4.6% 060127 (CUSIP: 05584CP59)	06/01/27 M	100.00	250,000	4.600%	2.991%
EAGLEMARK 4.7% 070227 (CUSIP: 27004PFE8)	07/02/27 M	100.00	250,000	4.700%	2.991%
UST NTS 3.125% 083127 (CUSIP: 91282CFH9)	08/31/27 M	100.00	1,894,000	3.125%	2.993%
CELTIC BANK 2% 122727 (CUSIP: 15118RTH0)	12/27/27 M	100.00	250,000	2.000%	3.000%
2028			**13,588,000**	**2.366%**	**3.143%**
AMERANT B 4.05% 032828 (CUSIP: 02357QCL9)	03/28/28 M	100.00	250,000	4.050%	2.993%
BANK OF A 3.95% 042428 (CUSIP: 06051X6T4)	04/24/28 M	100.00	250,000	3.950%	2.993%
UST NTS 1.25% 043028 (CUSIP: 91282CBZ3)	04/30/28 M	100.00	2,985,000	1.250%	3.072%
UST NTS 4.375% 083128 (CUSIP: 91282CHX2)	08/31/28 M	100.00	2,100,000	4.375%	2.955%
UST NTS 3.5% 111528 (CUSIP: 91282CPK1)	11/15/28 M	100.00	2,928,000	3.500%	2.975%
UST NTS 1.375% 123128 (CUSIP: 91282CDP3)	12/31/28 M	100.00	5,075,000	1.375%	3.119%
2029			**18,610,000**	**3.421%**	**2.849%**
UNIVEST BA 4.3% 022829 (CUSIP: 91527PCP0)	02/28/29 M	100.00	250,000	4.300%	2.992%
UST NTS 2.875% 043029 (CUSIP: 91282CEM9)	04/30/29 M	100.00	1,565,000	2.875%	2.999%
BEAL BANK 4.7% 053029 (CUSIP: 07371DR66)	05/30/29 M	100.00	500,000	4.700%	2.985%
MORGAN ST 4.65% 053029 (CUSIP: 61768E4J9)	05/30/29 M	100.00	250,000	4.650%	2.991%
TOYOTA FIN 4.5% 062829 (CUSIP: 89235MPR6)	06/28/29 M	100.00	250,000	4.500%	2.991%
UST NTS 2.625% 073129 (CUSIP: 91282CFC0)	07/31/29 M	100.00	5,025,000	2.625%	3.024%
UST NTS 3.5% 093029 (CUSIP: 91282CLN9)	09/30/29 M	100.00	4,910,000	3.500%	2.960%
UST NTS 4% 103129 (CUSIP: 91282CFT3)	10/31/29 M	100.00	3,000,000	4.000%	2.953%
UST NTS 3.875% 113029 (CUSIP: 91282CFY2)	11/30/29 M	100.00	2,860,000	3.875%	2.960%
2030			**15,429,000**	**3.016%**	**2.991%**
UST NTS 3.5% 013130 (CUSIP: 91282CGJ4)	01/31/30 M	100.00	4,965,000	3.500%	2.959%
UST NTS 1.5% 021530 (CUSIP: 912828Z94)	02/15/30 M	100.00	5,350,000	1.500%	3.116%
MORGAN ST 4.25% 022630 (CUSIP: 61690DS33)	02/26/30 M	100.00	250,000	4.250%	2.992%
UST NTS 4.125% 083130 (CUSIP: 91282CHW4)	08/31/30 M	100.00	4,864,000	4.125%	2.915%
2031			**10,050,000**	**4.052%**	**2.826%**
UST NTS 4% 013131 (CUSIP: 91282CJX0)	01/31/31 M	100.00	5,350,000	4.000%	2.916%
UST NTS 4.125% 033131 (CUSIP: 91282CKF7)	03/31/31 M	100.00	4,200,000	4.125%	2.927%
GOLDMAN SACH 4% 042131 (CUSIP: 38151PMN8)	04/21/31 M	100.00	250,000	4.000%	2.993%
STATE BANK O 4% 042231 (CUSIP: 856288FQ3)	04/22/31 M	100.00	250,000	4.000%	2.993%
Fixed income redemption distribution total			**72,266,000**	**2.997%**	**0.000%**

Redemption value (remaining principal) of mortgage backed securities: $0

Market value of securities with undefined redemption value: $0

This report shows the schedule of principal payments of securities calculated as of the date of the report. Payments are not guaranteed. Unforeseen events could occur which could cause the estimated principal payments to differ from stated values. Bonds in default will not display a redemption value. The redemption value applies the redemption price to the remaining principal or the number of shares. These schedules assume that bonds are not called. Call features may be exercised as stated elsewhere at any time. On Treasury Inflation Index securities (TIPs), we have applied the most recent Index Ratio to the redemption price. Actual redemption value will not be less than the face amount on TIPs if held to maturity. 100% Principal protected structured products (when held to maturity) will be displayed at their face amount as the redemption value.

Mortgage backed securities (MBSs) are not represented in this report as it is not possible to accurately predict principal prepayments.

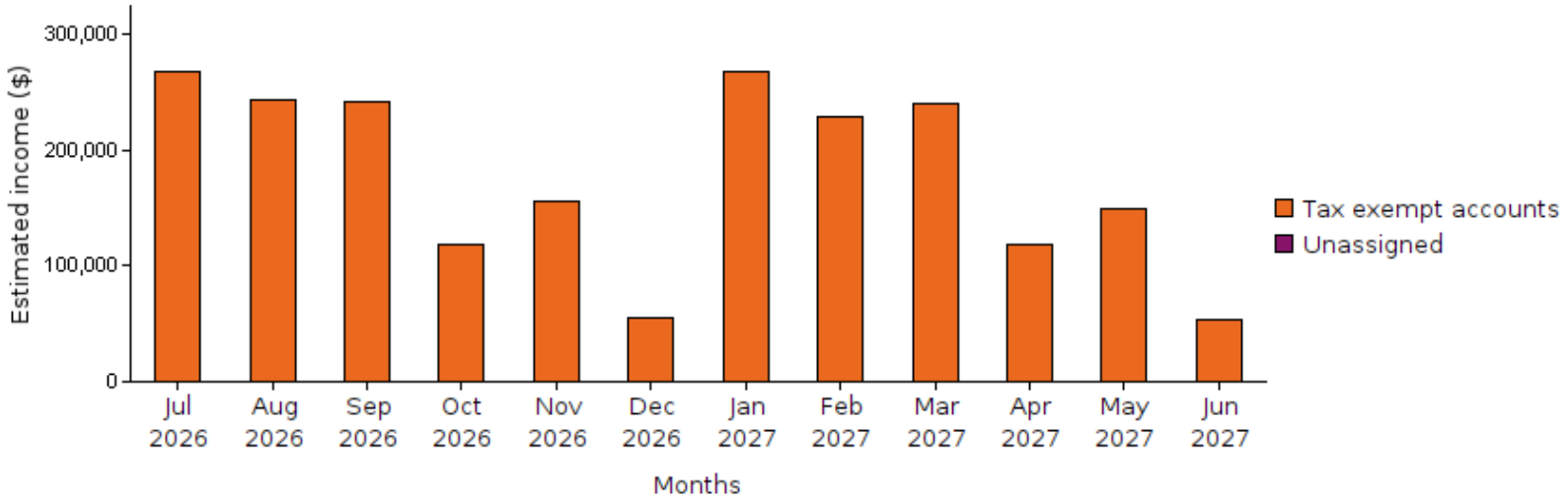
Securities with undefined redemption value, such as mandatory convertible securities and structured products (other than those with 100% principal protection), do not have a defined redemption value and are not represented in the bar charts. The market value of these securities is displayed beneath the table. These securities will display N/A as the redemption value in the year of their scheduled redemption.

Redemption is the date the security is scheduled to be redeemed. Types: M - maturity, R - refunded, T - mandatory tender/put, P - perpetual (displays date of report plus sixty years), D - Dutch auction or optional tender, A - estimated average life of prepaying securities.

The coupon rate is the interest rate stated on a bond, note or other fixed income security, expressed as a percentage of the principal. Adjustable rate coupon securities will be shown at the current coupon rate if known; actual coupon rates may vary. There is no assurance that coupons will be paid. Past Performance is not a guarantee of future results. Range Notes will carry a coupon of 0%.

Estimated Income Summary

As of 06/30/2026 for XXXX7847 - CITY OF MALIBU



	Jul 2026	Aug 2026	Sep 2026	Oct 2026	Nov 2026	Dec 2026	Jan 2027	Feb 2027	Mar 2027	Apr 2027	May 2027	Jun 2027	Annualized Estimated income ($)
Tax exempt accounts	267,975	243,632	241,489	118,439	154,867	54,395	267,652	228,237	240,611	117,938	149,463	54,107	2,138,805
Money market fund	551	551	551	551	551	551	551	551	551	551	551	551	6,607
Certificates of deposit	7,584	12,105	18,388	16,735	18,199	18,954	7,261	11,710	17,511	16,234	12,794	18,665	176,141
Government bond	259,841	230,976	222,550	101,153	136,118	34,891	259,841	215,976	222,550	101,153	136,118	34,891	1,956,058
Unassigned													
Not available													
Cash alternative													
Estimated income total	267,975	243,632	241,489	118,439	154,867	54,395	267,652	228,237	240,611	117,938	149,463	54,107	2,138,805

Total Portfolio Value: $70,720,208

This report is not a substitute for official tax reporting. This report separates the holdings, first based on the taxability at the account level. The secondary aggregation is Tax Type which is used to aggregate securities based on their assumed taxability of income (interest and dividends) at the time of this report. Classifications are made by data sources we deem reliable; however, we do not

guarantee the accuracy of these classifications. Most securities are subject to capital gains taxes and some may be considered in calculations for Alternative Minimum Tax (AMT) that are not so designated here. This report does not attempt to portray phantom income (income accreted or accrued but not paid) on discount or zero coupon securities. You should consult with your tax advisor regarding the taxability of your holdings.

The following tax type classifications may be included in this report: AMT - subject to Alternative Minimum Tax; Dividend - taxable as dividend income; Federal - income taxable by federal government (state and local income taxes may not apply); Non-Federal - income non-taxable by federal government but may be subject to state and local taxes; Taxable - income taxable by federal, state and local taxes; and Not Available - taxability undetermined.

Estimated Income Annualized (EIA) takes your current income, based on the current dividends or interest paid by your securities and multiplies it to create an annualized hypothetical figure. It does not reflect actual or future performance and should not be relied upon when making financial decisions. All annualizations are based upon current positions using a simple mathematical calculation and assumes all figures remain constant for a year; any subsequent position changes will affect these calculations. Calculations for certain types of securities could include a return of principal or capital gain, in which case the figures would be overstated. Past performance is not a guarantee of future results. Dividend payments are made solely at the discretion of the issuer and are subject to be changed or eliminated at any time. Estimated Income is an estimate and the actual income might be lower or higher than the estimated amount. Estimated Income only the income generated by an investment. It does not reflect changes in price, which may fluctuate.

Important Information

Accounts Included:

Internal Accounts

XXXX7847 [P] CITY OF MALIBU

[P] Indicates an account included in the performance information within the report.

This Account listing represents a portfolio of assets and/or liabilities owned by you based on our records of transactions processed through us or supplemental information supplied by you. The information contained in this report may not reflect all holdings or transactions, their costs, or proceeds in your household. Any assets and liabilities you currently hold away from our Firm may not be covered by SIPC.

Transactions requiring tax consideration should be reviewed carefully with your accountant or tax advisor. Unless otherwise indicated, market prices are only indications of market values, are subject to change, and may not reflect the value at which securities could be sold.

This report is not the official record of your account. However, it has been prepared to assist you in understanding your investments and is for informational purposes only. Your account statements and/or trade confirms are considered the official and accurate records of your account activity. Therefore, if there are any discrepancies between this report and your statements and/or trade confirms, you should rely on your statements and/or trade confirms.

For a complete list of accounts used in this report or if you have more questions related to this report, please contact your dedicated investment professional.

Certain assets are excluded from performance calculations. Selected annuities, mutual funds held outside the firm, precious metals, coins, bullion, or any assets subject to tax-withholdings (TEFRA) are among the assets not included in values or performance calculations. Additionally, thinly traded or non-publicly traded securities, private assets and other types of assets that do not have a readily ascertainable market value, including but not limited to loan assets, real estate, closely held interests, and oil, gas, and mineral interests are not included in performance calculations and may not be included in market values.

For performance market values, we include account accruals in the calculations. Accruals are accumulated interest or income that your individually held assets have earned over time but have not been recorded or paid out yet. Because you are legally entitled to receive this interest and income as the holder of the assets, we factor these accruals as part of the assets' appreciation value. Please note accruals are not included in performance calculations for most mutual funds and non-performance market values.

Where your account holds alternative investments, the alternative investment valuations used to calculate the investment performance presented in this report are based on valuation reporting we receive from fund sponsors. In certain instances, the most recent valuations provided by fund sponsors may be delayed by as much as six months or more and may not reflect distributions made over the prior six-plus months. As a result, the performance returns shown may be based on stale valuations and may be higher or lower than performance returns based on current valuations. As such, if you own alternative investments, the account level and alternatives performance presented in this report may not reflect the current value of your holdings. Please refer to the statement provided by the applicable alternative fund sponsor for the most up-to-date valuation of holdings.

Asset Classification

Asset Classes for mutual funds, variable annuities and exchange-traded funds are derived from Morningstar Categories. Underlying holdings classification provided by Morningstar. ©2026 Morningstar, Inc. All Rights Reserved. The information contained herein: (1) is proprietary to Morningstar and/or its content providers; (2) may not be copied or distributed; and (3) is not warranted to be accurate, complete or timely. Neither Morningstar nor its content providers are responsible for any damages or losses arising from any use of this information.

Account Return Methodology

Account returns are annualized for time periods greater than one year. This performance presented is past performance, which is not a guarantee of future results; current performance may be lower or higher than the performance quoted. The investment return and principal value will fluctuate so that an investor's units, when redeemed, may be worth more or less than their original cost.

Net Time Weighted rates of return are independent of the timing and magnitude of your cash flow decisions and are calculated after the deduction of program fees. Each return period is given an equal weighting, regardless of the portfolio value.

Gross Time Weighted rates of return are independent of the timing and magnitude of your cash flow decisions and are calculated before the deduction of all fees. Each return period is given an equal weighing, regardless of the portfolio value.

Gross Performance represents returns before the deduction of any investment management fees. Actual performance in your account will be less. For more information, please contact your advisor who can provide you with account performance both gross of and net of fees.

Money Weighted rates of return reflect your decisions to deposit assets to or withdraw assets from your accounts and are calculated after the deduction of all fees. They give more weight to returns in periods with higher portfolio values and, as a result, should not be used to measure performance of an investment manager.

Fixed Income Securities (Bonds)

Investments in fixed-income securities are subject to market, interest rate, credit/default, inflation and other risks. Bond prices fluctuate inversely to changes in interest rates. Therefore, a general rise in interest rates can result in the decline in the bond's price. Lower rated securities are speculative and involve greater risk of default.

YTW: Yield to worst is the lowest of all yields to calls or the yield to maturity. Yield to maturity is the yield that would be realized on a fixed income security if it were held to the maturity date. Yield at purchase is calculated based on the purchase date and price of each position (if available) and represents the yield to worst at the time of purchase. At the subtotal and total levels, yields are weighted averages for that grouping.

Duration, if available, is option adjusted duration and is used to provide a measurement of price volatility. For example, a duration of 4 means that a shift in prevailing rates 100 basis points (1%) in a 1 year period should shift the price in the opposite direction by 4%. Duration will not be calculated on Structured Products or other securities for which required data is not available. Modified Duration, unlike Effective Duration, assumes cash flows do not change and does not take into account embedded call options.

YTM: Yield to Maturity is calculated to the redemption date based on the yield price and not on current market price.

Yield at purchase is the yield to worst based on original price and purchase date.

Weighted avg coupon: Weighted average coupon at the subtotal and total levels is the weighted average coupon that has been calculated based on the market value of the securities within that grouping.

Weighted avg maturity: Weighted average maturity is a measure of the overall maturity of the fixed income securities in a portfolio. The higher the weighted average maturity the longer it takes for all these securities in the portfolio to mature.

Term: Short-term bonds have effective maturities of five years or less, intermediate bonds have effective maturities between five and ten years; and long-term bonds have maturities of ten years or longer. Income from tax exempt bonds is generally free from federal and state taxes for residents of the issuing state. While the interest income is tax-free, capital gains if any are subject to taxes. Income of certain tax-exempt bonds may be subject to the Federal Alternative Minimum Tax (AMT).

Credit Quality Ratings: Bond rating firms, such as Moody's and Standard & Poor's, use different designations consisting of upper- and lower-case letters 'A' and 'B' to identify a bond's credit quality rating. 'AAA' and 'AA' (high credit quality) and 'A' and 'BBB' (medium credit quality) are

considered investment grade. Credit ratings for bonds below these designations ('BB', 'B', 'CCC', etc.) are considered low credit quality, and are commonly referred to as junk bonds.

Fixed Income Analysis

All yields, durations and convexities are calculated at the 'Yield Price' listed on the report. The calculations are updated approximately once per month. Should there be significant changes in interest rates we will update the calculations more frequently.

Enhancements used for this analysis may include Bond Insurance, Federal Deposit Insurance Corporation (FDIC) and escrowed collateral on refunded bonds (typically in US Government securities). The terms of enhancements vary and assumptions cannot be made as to specific issuers or issues. This report is not meant to indicate that 'non-enhanced' securities are of lesser credit quality than those with secondary credit enhancement. Insurance pertains to the timely payment of principal and interest by the issuer of the underlying securities and not the price of the bond, which will fluctuate prior to maturity.

Types of enhancements may include but are not limited to:
Pre-ref - Indicates that the security has been pre-refunded, is collateralized (typically in US Government Securities) and is scheduled to be redeemed at the stated redemption date.
ETM - Indicates that the security has been escrowed to maturity (collateralized, typically in U.S. Government securities).
FDIC - Federal Deposit Insurance Corporation
MBIA - Municipal Bond Insurance Association
FGIC - Financial Guaranty Insurance Company
AMBAC - American Municipal Bond Assurance Corporation
Assured Gty. - Assured Guaranty Corp.
BHAC - Berkshire Hathaway Assurance
AGM(f.FSA) - Assured Guaranty Municipal Corp.
AGC - Assured Guaranty Corp.
NATL-RE(f.MBIA) - National Public Finance Guaranty Corp. (MBIA's public finance subsidiary)
Syncora(f.XLCA) - Syncora Guarantee (Formerly XL Capital Assurance)
PSF - Permanent School Fund
BAM - Build America Mutual Assurance Corp.
Q-SBLF - Qualified School Bond Loan Fund
ACA - ACA Financial Guaranty Corp.
FHA - Federal Housing Administration
FHLMC - Federal Home Loan Mortgage Corp.
FNMA - Federal National Mortgage Association
GNMA - Government National Mortgage Association
SECT8 - Section 8

City Council Meeting
08-10-26
Item 1.B.5.

Council Agenda Report

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

Prepared by: Parker Davis, Media Technician

Reviewed by: Gregory Kajszo, Assistant to the City Manager

Approved by: Joseph Irvin, City Manager

Date prepared: June 4, 2026 Meeting date: August 10, 2026

Subject: Disposal of Surplus Property (Filing Cabinets)

RECOMMENDED ACTION: Approve the disposal of surplus City equipment.

FISCAL IMPACT: If the City is able to sell the surplus equipment, approximately $500 - $1,000 in revenue could be generated. Revenue will be credited to City Hall Operations account 7800 in the City budget.

DISCUSSION: Council Policy #39 requires the City Council to determine that equipment is surplus prior to its disposal. The City has nine (9) 3-drawer and one (1) 2-drawer steel lateral filing cabinets in container storage. The cabinets have been deemed to be no longer useful for City Hall operations due to their condition and age.

In accordance with Council Policy #39, the items detailed in Attachment 1 will be listed in a public auction as surplus property.

ATTACHMENTS: 1) List of Surplus Property
2) Council Policy #39

Quantity	Model	Description
9	Unknown	3-drawer steel lateral filing cabinet
1	Unknown	2-drawer steel lateral filing cabinet





AA









City of Malibu

City Council Policy

Policy #39

Title: Interim Policy on the Disposal of Surplus Equipment

Purpose: To set forth guidelines on disposing of equipment after it has been declared surplus by the City Council

Policy Statement:

All equipment that is declared surplus shall be disposed of in accordance with the procedures set forth in this policy.

Implementation:

COMPUTER EQUIPMENT

Surplus Procedures:

The determination that computer equipment is surplus to the City's needs will be made by the Council prior to its disposal.

Before presenting recommendations to the Council to declare computer equipment as surplus and disposing of it in accordance with these procedures, the Administrative Services Director will ensure that there are no other reasonable City uses for it.

Disposal Procedures:

All surplus computer equipment offered for sale will be on an "as-is" basis.

Surplus computer equipment will first be offered for purchase to City employees and residents of Malibu. A "silent auction" process will be used to solicit bids for the surplus computer equipment.

The Administrative Services Director and Information Systems staff are excluded from purchasing surplus computer equipment under all circumstances and Department Heads whenever any surplus equipment is from their department.

Employees purchasing surplus computer equipment under this program must demonstrate that they legally own licensed copies of the City's standard desktop operating system and word processing software for their personal use if that software remains on the computer sold.

Remaining computer equipment declared surplus by the Council will then be offered to non-profit organizations and then to other governmental agencies at not cost.

Whatever is not purchased by these agencies will be consigned to the City's auction firm for sale, or if not practical, other methods of disposal as determined by the Administrative Services Director.

The Administrative Services Director will establish further administrative guidelines as needed to implement these procedures.

ALL OTHER EQUIPMENT

Surplus Procedures:

The determination that equipment, other than computer equipment, is surplus to the City's needs will be made by the Council prior to its disposal.

Before presenting recommendations to the Council to declare equipment as surplus and disposing of it in accordance with these procedures, the City Manager will ensure that there are no other reasonable City uses for it.

Disposal Procedures:

All surplus equipment offered for sale will be on "as-is" basis.

All surplus equipment, other than computer equipment, will be offered to the public through a bid process. The highest bid received for the equipment will be the determining factor in selling the surplus equipment. If no bids are received, other methods of disposal as determined by the City Manager will be deployed.

Date Adopted:

June 28, 1999

City Council Meeting
08-10-26
Item 1.B.6.

Council Agenda Report

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

Prepared by: Luis Flores, Public Safety Manager

Reviewed by: Susan Dueñas, Public Safety Director

Approved by: Joseph D. Irvin, City Manager

Date prepared: July 16, 2026 Meeting date: August 10, 2026

Subject: Amendment to Crossing Guard Services Contract

RECOMMENDED ACTION: Authorize the Mayor to execute Amendment No. 1 to the Professional Services Agreement with Crossing Guard Services, LLC, expanding the scope of work for additional crossing guard hours and increasing the total compensation for services in an amount not to exceed $162,000.

FISCAL IMPACT: No additional appropriation is required. Funding for this agreement is included in the Adopted Budget for FY 2026-2027 in Account No. 100-7021-5100-00 (Public Safety Professional Services).

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

DISCUSSION: To address a variety of public safety concerns and to protect children and caregivers during school drop-off and pick-up hours, the City provides crossing guard services along Morning View Drive, near Malibu High School and Malibu Middle School. The presence of crossing guards near schools significantly increases driver awareness and reinforces compliance with school zone safety rules, ultimately reducing child pedestrian injuries by creating safe opportunities for children to cross during periods of heavy traffic.

On May 15, 2025, the City issued a Request for Qualifications/Proposals (RFQ/P) for crossing guard services and received four proposals on June 19, 2025: Crossing Guard Services, LLC, All City Management Services, Inc., Aventus Private Security, and Belcher

Services. Crossing Guard Services, LLC achieved the highest overall score and offered the best combination of experience, resources, cost, and professionalism.

Crossing Guard Services, LLC currently provides the City with crossing guards at three (3) crosswalks impacted during school hours on Morning View Drive near Malibu High School and Malibu Middle School. Additionally, Crossing Guard Services, LLC provides crossing guard services for City events hosted by the Community Services Department. They are contracted to provide these services through August 11, 2027.

Since executing the contract in 2025, it was discovered that the scope of work did not accurately reflect the number of hours that the crossing guards are paid each day. The crossing guards are required to arrive at their location 30 minutes prior to their shift, and because they are working a split shift, they must be paid an additional hour per California's "split shift" premium pay requirement (Industrial Welfare Commission Wage Orders 1-15, Section 4). Therefore, an amendment to the Agreement that increases the daily hours worked by the crossing guards from (2) two hours to (4) hours is needed at this time. This change increases the total not to exceed for the 2026-2027 school year from $75,000 to $86,184, a $11,184 difference.

Santa Monica-Malibu Unified School District schools begin the Fall semester on Thursday, August 20, 2026. Staff recommends authorizing the Mayor to execute Amendment No. 1 to the Professional Services Agreement with Crossing Guard Services, LLC, expanding the scope of work for additional crossing guard hours to ensure the appropriate level of service in time for the beginning of the school year.

ATTACHMENTS:

1) Amendment No. 1 to Agreement with Crossing Guard Services, LLC

Docusign Envelope ID: F732B49A-8CFF-8202-8083-2C7E18A144E3

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 August 10, 2026, by and between the City of Malibu, a municipal corporation, hereinafter referred to as City, and Crossing Guard Services, LLC, hereinafter referred to as Consultant. City and Consultant are herein collectively referred to as "Parties" and separately as a "Party".

The City and the Consultant agree as follows:

R E C I T A L S

A. On August 11, 2025, the City entered into a Professional Services Agreement with Consultant for crossing guard services during school days at Malibu High School and Malibu Middle School, as well as during Community Service Department events, as needed (the "Agreement").

B. The Parties desires to amend the Agreement to expand the scope of the Consultant's services from two to four hours per crossing guard per day and increase the compensation for services, 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 and incorporated herein by this reference, to increase daily crossing guard service hours from two (2) to four (4) hours per crossing guard.

2. Section 4.0 of the Agreement (Compensation for Services), is hereby amended as set forth in Exhibit A attached hereto. The cost of services for this Agreement is increased in the amount of $11,184 per year for an annual amount not to exceed $86,184 as shown in Exhibit A attached to this Amendment.

3. Incorporation of Exhibits. All exhibits attached to this Amendment are hereby incorporated into the Agreement by this reference. To the extent there is any conflict between an exhibit attached to this Amendment and the exhibits attached to the original Agreement, the exhibits attached to this Amendment shall control.

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

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

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

Docusign Envelope ID: F732B49A-8CFF-8202-8083-2C7E18A144E3

7. The effective date of this Amendment is August 10, 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

CONSULTANT:
Crossing Guard Services, LLC,
A Connecticut limited liability company

By: Signed by: 800ABA7D483A4BD... _____
Name: ADAM BRYAN
Title: Chief Executive Officer

Docusign Envelope ID: F732B49A-8CFF-8202-8083-2C7E18A144E3

Exhibit A

Crossing Guard SERVICES

Malibu 2026/2027 Crossing Guard Cost Proposal

Malibu School Crossing Guards	**2026 / 2027 School Year**
Number of Posts	3
Hours of Service per Day	2 hrs AM; 2 hrs PM (12 hours per day)
Number of Days per Year	180
Total Estimated # of Hours	2160
Hourly Rate ($/hr)	$39.90
Cost per Year (excluding Special Event Requests)	**$86,184.00**

City Council Meeting
08-10-26
Item
1.B.7.

Council Agenda Report

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

Prepared by: Nathaniel McLean, Assistant Engineer

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

Approved by: Joseph D. Irvin, City Manager

Date prepared: July 14, 2026 Meeting date: August 10, 2026

Subject: Award 2026 Annual Street Maintenance Project

RECOMMENDED ACTION: 1) Approve the award and authorize the Mayor to execute a construction contract with Toro Enterprises, Inc. in the amount of $883,812 for the construction of the 2026 Annual Street Maintenance Project, Specification No. 2116; and 2) Authorize the Public Works Director and/or their appointee to approve any potential change orders up to 15% of the contract amount.

FISCAL IMPACT: No additional appropriation is required. Funding for this agreement/project is included in the Adopted Budget for FY 2026-27 in Account No. 310-9002-7902 (Annual Street Overlay).

Project Funding	
Proposition C Local Return	$232,126
Measure R Local Return	$160,000
Measure M Local Return	$160,000
RMRA	$480,000
STPL	$232,262
Project Total Funding	**$1,264,388**
Project Estimate	
Estimated Construction Cost	$883,812
Contingency (15%)	$132,572
Project Total Costs	**$1,016,384**

STRATEGIC PLAN IMPLEMENTATION: N/A

DISCUSSION: The Pavement Management Plan (PMP) is a tool used by the Public Works Department to evaluate the condition of the City streets, develop street maintenance strategies, and plan and budget maintenance funds effectively. On June 6, 2022, the PMP was updated by Kimley Horn and provides maintenance and rehabilitation work for the next five years.

Streets selected for this year's pavement maintenance project were based on the City's PMP, Pavement Management System Report, field observations, and factors related to the Palisades Fire as the roads previously planned for this year resurfacing were affected by the fire and, therefore, rescheduled for a future project.

The 2026 Annual Street Maintenance Project will repair and overlay roads on Portshead Road, Boniface Drive, Grayfox Street, and Wildlife Road. Work will include repairing failed pavement, sealing cracks, preparing roadway surfaces, adjusting utility covers, constructing asphalt berms, replacing speed bumps, restoring pavement striping, and implementing traffic control and stormwater protection measures.

A two-inch asphalt rubber hot-mix overlay will be placed on Portshead Road, Boniface Drive, Grayfox Steet, and Wildlife Road, and slurry seal overlay will be placed on Selfridge Drive and portions of Wildlife Road to extend the useful life of pavement.

On May 21, 2026, the final project plans and specifications for the above-mentioned work were advertised for formal competitive bidding. Four bids were received and opened on June 18, 2026, with the following results:

Contractor	Bid Amount
Toro Enterprises, Inc.	**$883,812**
All American Asphalt	$1,017,981
Handy & Harper, Inc.	$1,050,000
Onyx Paving Company, Inc.	$1,067,000

City staff has reviewed the four bids received and found the bid from Toro Enterprises, Inc. (Toro) to be in order and in conformance with the bid requirements. Staff has checked the contractor's license with the Contractor's State License Board and found it to be current and active. References contacted by staff have verified Toro's work and found their work to be satisfactory. Toro has previously completed numerous street resurfacing projects over 31 years including projects for the City of Malibu. Staff have determined that Toro is qualified to complete the proposed work for the project.

Staff recommends the Council approve the award and authorize the Mayor to execute a construction contract with Toro and authorize the Public Works Director and/or their

appointee to approve potential change orders up to 15% of the agreement amount. Once approved, staff will process the agreement and issue a Notice to Proceed for the project. The construction for this project is anticipated to occur between August and September 2026.

ATTACHMENTS:

1. Public Works Agreement with Toro Enterprises, Inc.
2. 2026 Annual Street Maintenance Project Map

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CITY OF MALIBU
PUBLIC WORKS AGREEMENT

This Public Works Agreement ("Agreement") is made and entered into as of the date executed by the Mayor and attested to by the City Clerk, by and between Toro Enterprises, Inc. a California corporation (hereinafter referred to as "CONTRACTOR") and the City of Malibu, California, a municipal corporation (hereinafter referred to as "CITY").

R E C I T A L S

A. Pursuant to the Notice Inviting Sealed Bids for the 2026 Annual Street Maintenance Project, bids were received, publicly opened, and declared on the date specified in the notice.

B. On August 10, 2026, Malibu's City Council declared CONTRACTOR to be the lowest responsible bidder and accepted the bid of CONTRACTOR.

C. The City Council has authorized the Mayor to execute a written contract with CONTRACTOR for furnishing labor, equipment and material for the 2026 Annual Street Maintenance Project in the City of Malibu.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, it is agreed:

1. GENERAL SCOPE OF WORK: CITY agrees to engage CONTRACTOR and CONTRACTOR agrees to furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for the 2026 Annual Street Maintenance Project in the City of Malibu. The work shall be performed in accordance with the Plans and Specifications dated (and as generally described in the "Notice Inviting Bids," attached as Exhibit A) and in accordance with bid prices set forth in CONTRACTOR'S Bid Proposal (attached as Exhibit B) and in accordance with the instructions of the City Engineer, or City Manager's designee.

2. INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY: The contract documents for the aforesaid project, a complete set of which is on file with the Malibu City Clerk's Office, shall consist of the Notice Inviting Bids, Instructions to Bidders, Bid Proposal, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with this Agreement and all required bonds, insurance certificates, permits, notices and affidavits; and also, including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein. This Agreement is intended to require a complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by CONTRACTOR whether set out specifically in the contract or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this written Agreement, the provisions of this Agreement, and the Standard Specifications, in that

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order, shall control. Collectively, these contract documents constitute the complete agreement between CITY and CONTRACTOR and supersede any previous agreements or understandings.

3. COMPENSATION: CONTRACTOR agrees to receive and accept the prices set forth in its Bid Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

4. TIME OF PERFORMANCE: CONTRACTOR agrees to complete the work within 45 consecutive working days from the date of the notice to proceed. By signing this Agreement, CONTRACTOR represents to CITY that the contract time is reasonable for completion of the work and that CONTRACTOR will complete such work within the contract time. In accordance with Government Code Section 53069.85, CONTRACTOR agrees to forfeit and pay CITY as liquidated damages, not as a penalty, the sum of $500 per day for each and every day of unauthorized delay beyond the completion date, which amount shall be deducted from any payments due or to become due the CONTRACTOR.

5. PREVAILING WAGES:

A. Pursuant to Labor Code Section 1720, and as specified in Title 8, California Code of Regulations, Section 16000 et seq., CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR's responsibility to interpret and implement any prevailing wage requirements and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.

B. In accordance with Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are available upon request from CITY's Engineering Division or the website for State of California Prevailing wage determination at http://www.dir.ca.gov/DLSR/PWD. CONTRACTOR must post a copy of the prevailing rate of per diem wages at the job site.

C. CITY directs CONTRACTOR's attention to Labor Code Sections 1777.5, 1777.6 and 3098 concerning the employment of apprentices by CONTRACTOR or any subcontractor.

D. Labor Code Section 1777.5 requires CONTRACTOR or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate must also fix the ratio of apprentices to journeymen that will be used in the

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performance of the contract. The ratio of apprentices to journeymen in such cases will not be less than one to five except:

(1) When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days before the request for certificate, or

(2) When the number of apprentices in training in the area exceeds a ratio of one to five, or

(3) When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally, or

(4) When CONTRACTOR provides evidence that CONTRACTOR employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

(5) CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if CONTRACTOR employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

(6) CONTRACTOR and any subcontractor must comply with Labor Code Sections 1777.5 and 1777.6 in the employment of apprentices.

(7) Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Department of Industrial Relations (DIR), ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

E. CONTRACTOR and its subcontractors must keep an accurate certified payroll records showing the name, occupation, and the actual per diem wages paid to each worker employed in connection with this Agreement. The record will be kept open at all reasonable hours to the inspection of the body awarding the contract and to the Division of Labor Law Enforcement. If requested by CITY, CONTRACTOR must provide copies of the records at its cost.

F. CONTRACTOR and its subcontractors must comply with Labor Code Sections 1725.5 and 1777.1, including the requirement that registration with the DIR be maintained through the term of the Project. The City may, from time to time, request evidence of current registration.

6. LEGAL HOURS OF WORK: Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this contract, and CONTRACTOR and any

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subcontractor under it shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

CONTRACTOR shall forfeit, as a penalty to CITY, twenty-five dollars ($25.00) for each laborer, workman or mechanic employed in the execution of the contract, by him or any subcontractor under it, upon any of the work hereinbefore mentioned, for each calendar day during which the laborer, worker or mechanic is required or permitted to labor more than eight (8) hours in violation of the Labor Code.

7. TRAVEL AND SUBSISTENCE PAY: CONTRACTOR agrees to pay travel and subsistence pay to each worker needed to execute the work required by this Agreement as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

8. CONTRACTOR'S LIABILITY: The City of Malibu and its officers, agents and employees ("Indemnitees") shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work; or for injury or damage to any person or persons, either workers or employees of CONTRACTOR, of its subcontractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the work. CONTRACTOR shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever.

CONTRACTOR will indemnify Indemnities against and will hold and save Indemnitees harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the work, operation, or activities of CONTRACTOR, its agents, employees, subcontractors or invitees provided for herein, whether or not there is concurrent passive negligence on the part of CITY. In connection therewith:

a. CONTRACTOR will defend any action or actions filed in connection with any such claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorneys' fees, expert fees and costs incurred in connection therewith.

b. CONTRACTOR will promptly pay any judgment rendered against CONTRACTOR or Indemnitees covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations or activities of CONTRACTOR hereunder, and CONTRACTOR agrees to save and hold the Indemnitees harmless therefrom.

c. In the event Indemnitees are made a party to any action or proceeding filed or prosecuted against CONTRACTOR for damages or other claims arising out of

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or in connection with the work, operation or activities hereunder, CONTRACTOR agrees to pay to Indemnitees and any all costs and expenses incurred by Indemnitees in such action or proceeding together with reasonable attorneys' fees.

CONTRACTOR'S obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of CITY under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

So much of the money due to CONTRACTOR under and by virtue of the contract as shall be considered necessary by CITY may be retained by CITY until disposition has been made of such actions or claims for damages as aforesaid.

It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law.

This indemnity is effective without reference to the existence or applicability of any insurance coverage which may have been required under this Agreement or any additional insured endorsements which may extend to Indemnitees.

CONTRACTOR, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the CONTRACTOR regardless of any prior, concurrent, or subsequent passive negligence by the Indemnitees.

9. THIRD PARTY CLAIMS. In accordance with Public Contracts Code Section 9201, CITY will promptly inform CONTRACTOR regarding third-party claims against CONTRACTOR, but in no event later than ten (10) business days after CITY receives such claims. Such notification will be in writing and forwarded in accordance with the "Notice" section of this Agreement. As more specifically detailed in the contract documents, CONTRACTOR agrees to indemnify and defend the City against any third-party claim.

10. WORKERS COMPENSATION: In accordance with California Labor Code Sections 1860 and 3700, CONTRACTOR and each of its subcontractors will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONTRACTOR, by signing this contract, certifies

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as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

11. INSURANCE: With respect to performance of work under this contract, CONTRACTOR shall maintain and shall require all of its subcontractors to maintain insurance as required in the Standard Specifications.

12. ASSIGNMENT: This contract is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights of obligations of either party without the prior written consent of the other shall be void and of no force and effect.

14. INDEPENDENT CONTRACTOR: CONTRACTOR is and shall at all times remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents shall have control of the conduct of CONTRACTOR or any of CONTRACTOR'S employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of CITY.

15. TAXES: CONTRACTOR is responsible for paying all retail sales and use, transportation, export, import, special or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this contract. CONTRACTOR is responsible for ascertaining and arranging to pay them. The prices established in the contract shall include compensation for any taxes CONTRACTOR is required to pay by laws and regulations in effect at the bid opening date.

16. LICENSES: CONTRACTOR represents and warrants to CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to CITY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of CONTRACTOR to practice its profession. CONTRACTOR shall maintain a City of Malibu business license, if required under CITY ordinance.

17. RECORDS: CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by CITY or any authorized representative, and will be retained for three years after the expiration of this Agreement. All such records shall be made available for inspection or audit by CITY at any time during regular business hours.

18. SEVERABILITY. If any portion of these contract documents are declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed

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modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect provided that it does not frustrate the mutual intent of the parties herein.

19. WHOLE AGREEMENT: This Agreement supersedes any and all other agreements either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this contract acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not contained in this contract shall not be valid or binding. Any modifications of this contract will be effective only if signed by the party to be charged.

20. AUTHORITY: CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party. This Agreement may be modified by written amendment. CITY's City Manager may execute any such amendment on CITY's behalf.

21. NOTICES: All notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

CITY OF MALIBU
23825 Stuart Ranch Road
Malibu, CA 90265
Attn: Tatiana Holden, Assistant Public Works Director/Assistant City Engineer

CONTRACTOR
Toro Enterprises, Inc., a California corporation
2101 East Ventura Blvd.
Oxnard, CA 93036
Trent Royle, President

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22. DISPUTES. Disputes arising from this contract will be determined in accordance with the contract documents and Public Contracts Code Sections 10240-10240.13.

23. NON-DISCRIMINATION: No discrimination shall be made in the employment of persons in the work contemplated by this Agreement because of race, religion, color, medical condition, sex, sexual orientation, national origin, political affiliation or opinion, or pregnancy or pregnancy-related condition. A violation of this section exposes CONTRACTOR to the penalties provided for in Labor Code Section 1735.

24. NO THIRD PARTY BENEFICIARY. This Contract and every provision herein is for the exclusive benefit of the Contractor and the City and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of the Contractor's or the City's obligations under this Contract.

25. TIME IS OF ESSENCE. Time is of the essence for each and every provision of the Contract Documents.

26. ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered 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.

27. GOVERNING LAW: This Agreement shall be governed by the laws of the State of California, and exclusive venue for any action involving this Contract will be in Los Angeles County.

Docusign Envelope ID: 411B89E1-CB1A-801E-8370-72AD036D99A4

IN WITNESS WHEREOF, the parties hereto have executed this Agreement with all the formalities required by law on the respective dates set forth opposite their signatures.

This Agreement is executed on this ____ day of _____, 2026, at Malibu, California, and effective as of _____, 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

CONTRACTOR:
Toro Enterprises, Inc., a California corporation

DocuSigned by:
Trent Royle
EF544D16F48D4DD...

Trent Royle, President

CONTRACTOR'S State of California License No.

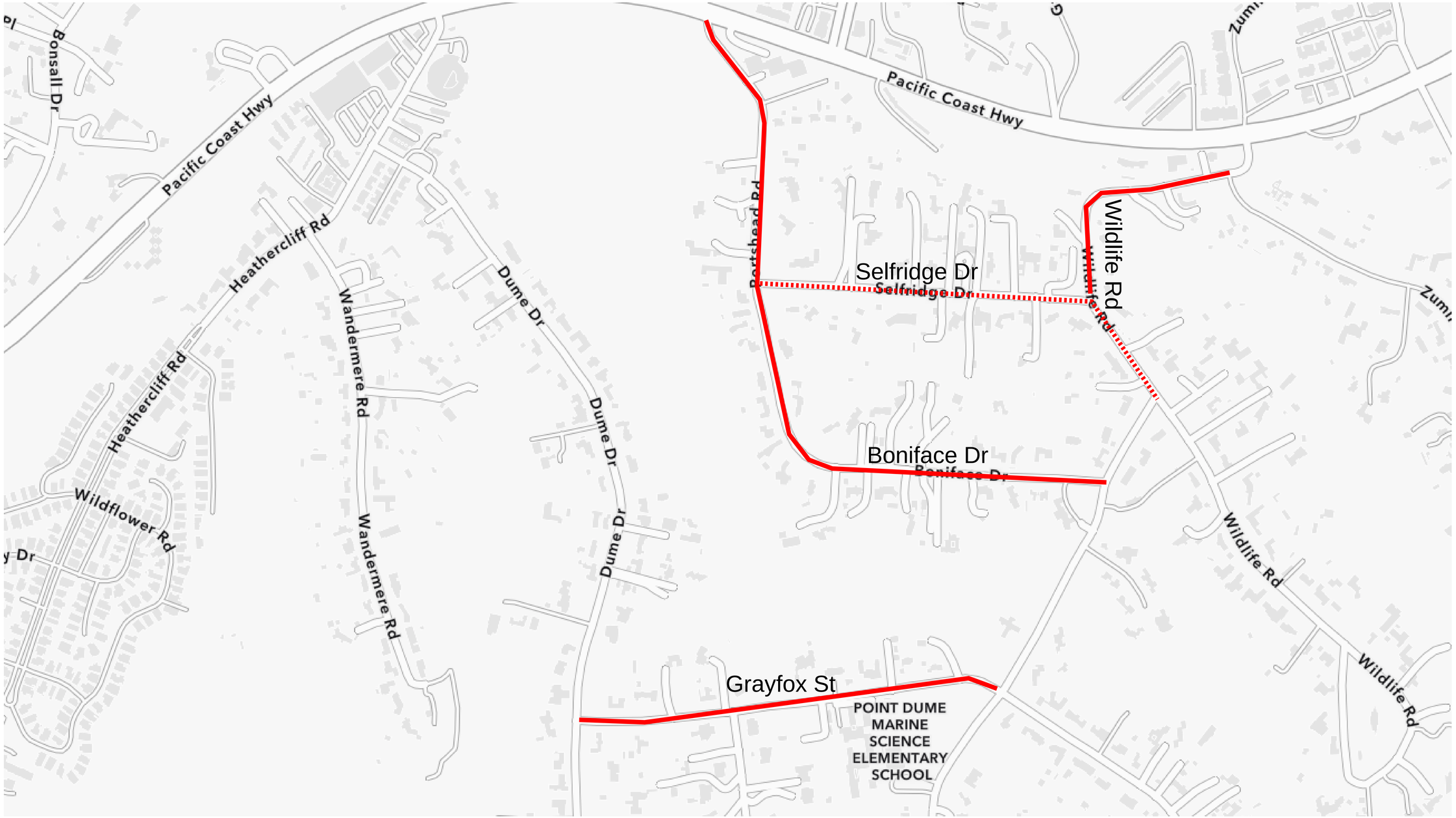
710580

CONTRACTOR'S Business Phone No.

8,054,834,515.00

CONTRACTOR'S Emergency Phone No. at which contractor can be reached at any time

8,059,477,660.00



2" Asphalt-Rubber Hot Mix (ARHM)

Type II Slurry Seal

DIAL BEFORE YOU DIG
1-800-422-4133
DIGALERT
PLAY IT SAFE. DIAL BEFORE YOU DIG!
AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATING
SERVING NINE SOUTHERN CALIFORNIA COUNTIES

RECOMMENDED BY: _____

NO.	REVISION	BY	CHKD.	DATE

DESIGNED BY: DATE
DRAWN BY: DATE
CHECKED BY: DATE
SCALE
SPECIFICATION NUMBER:

CITY OF MALIBU
PUBLIC WORKS DEPARTMENT

APPROVED BY: DATE

Tatiana Holden, P.E., PH.D.
Interim Public Works Director/City Engineer
RCE NO.81995

Sheet 2 of 4

City Council Meeting
08-10-26
Item 1.B.8.

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: July 27, 2026 Meeting date: August 10, 2026

Subject: Resolution Extending the Declaration of the Existence of a Local Emergency Regarding the Palisades Fire

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RECOMMENDED ACTION: Adopt Resolution No. 26-58, extending the declaration of the existence of a local emergency in response to the Palisades Fire.

FISCAL IMPACT: There is no fiscal impact associated with the recommended action. The existence of the local emergency will potentially help qualify the City and its residents for reimbursement for certain disaster response expenditures.

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

DISCUSSION: On January 7, 2025, the Palisades Fire started in or around Pacific Palisades and was driven into City limits by a historic Santa Ana Wind event causing hurricane-strength winds in neighboring areas and the City. The strong Santa Ana Winds have created difficulties mitigating the fire and impaired the ability of airborne fire-fighting. The fire combined with high winds and power outages created conditions of extreme peril to the safety of persons and property

On January 14, 2025, the City Council adopted Resolution No. 25-01, confirming the existence of a local emergency and ratifying the Proclamation of Existence of a Local Emergency.

On May 23, 2025, Pacific Coast Highway was opened to the public, and the California National Guard demobilized, leaving fire-impacted neighborhoods vulnerable as an influx of visitors began entering the city. Areas affected by disasters frequently become targets

of criminal activity, including the burglary of uninhabited homes and businesses due to damage and the theft of building materials during the reconstruction process.

The fire caused major disruptions to Malibu's commercial areas, with many businesses experiencing temporary closures, reduced access, severe revenue losses, and some being completely devastated. Because local businesses provide essential services, jobs, and economic stability, the City finds that supporting their recovery is critical. Providing targeted assistance, such as small business grant funding, coordination with state and federal resources, and other temporary relief measures is needed to help affected businesses reopen, rebuild, and recover Malibu's local economy.

Government Code Section 8630 requires that the City Council review the need for continuing a local emergency at least once every 60 days until the City Council terminates the local emergency.

As such, City staff recommends adopting Resolution No. 26-58 extending the declaration of the existence of a local emergency. If adopted, the City Council will review, and as needed renew, this action at least every 60 days.

ATTACHMENTS: Resolution No. 26-58

RESOLUTION NO. 26-58

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MALIBU EXTENDING THE DECLARATION OF THE EXISTENCE OF A LOCAL EMERGENCY IN RESPONSE TO THE PALISADES FIRE

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

SECTION 1. Recitals.

A. On January 7, 2025, the Palisades Fire started in or around Pacific Palisades and was driven into City limits by a historic Santa Ana Wind event causing hurricane-strength winds in neighboring areas and the City. The strong Santa Ana Winds created difficulties mitigating the fire and impaired the ability of airborne fire-fighting. The fire combined with high winds and power outages created conditions of extreme peril to the safety of persons and property.

B. The Acting Director of Emergency Services of the City proclaimed the existence of a local emergency on January 8, 2025.

C. On January 14, 2025, the City Council adopted Resolution No. 25-01, confirming the existence of a local emergency and ratifying the Proclamation of Existence of a Local Emergency.

D. On March 10, 2025, the City Council adopted Resolution No. 25-09, extending the declaration of the existence of a local emergency in response to the Palisades Fire.

E. On April 28, 2025, the City Council adopted Resolution No. 25-16, extending the declaration of the existence of a local emergency in response to the Palisades Fire.

F. On June 23, 2025, the City Council adopted Resolution No. 25-34, extending the declaration of the existence of a local emergency in response to the Palisades Fire.

G. On August 11, 2025, the City Council adopted Resolution No. 25-43, extending the declaration of the existence of a local emergency in response to the Palisades Fire.

H. On September 29, 2025, the City Council adopted Resolution No. 25-48, extending the declaration of the existence of a local emergency in response to the Palisades Fire.

I. On November 24, 2025, the City Council adopted Resolution No. 25-58, extending the declaration of the existence of a local emergency in response to the Palisades Fire.

J. On January 12, 2026, the City Council adopted Resolution No. 26-04, extending the declaration of the existence of a local emergency in response to the Palisades Fire.

K. On March 9, 2026, the City Council adopted Resolution No. 26-12, extending the declaration of the existence of a local emergency in response to the Palisades Fire.

L. On April 27, 2026, the City Council adopted Resolution No. 26-23, extending the declaration of the existence of a local emergency in response to the Palisades Fire.

M. On June 22, 2026, the City Council adopted Resolution No. 26-41, extending the declaration of the existence of a local emergency in response to the Palisades Fire.

N. On May 23, 2025, Pacific Coast Highway was opened to the public, and the California National Guard demobilized, leaving fire-impacted neighborhoods vulnerable as an influx of visitors began entering the city. Areas affected by disasters frequently become targets of criminal activity, including the burglary of uninhabited homes and businesses due to damage and the theft of building materials during the reconstruction process.

O. The fire caused major disruptions to Malibu's commercial areas, with many businesses experiencing temporary closures, reduced access, severe revenue losses, and some being completely devastated. Because local businesses provide essential services, jobs, and economic stability, the City finds that supporting their recovery is critical. Providing targeted assistance, such as small business grant funding, coordination with state and federal resources, and other temporary relief measures is needed to help affected businesses reopen, rebuild, and recover Malibu's local economy.

SECTION 2. The City Council has reviewed the staff report and conditions justifying the state of local emergency in the City and finds that the declaration of a local emergency remains valid and necessary due to the on-going recovery efforts. Such conditions result in extreme peril to the safety of persons and property located in the City.

SECTION 3. The local emergency shall be deemed to continue and exist until its termination is proclaimed by the City Council. As required by law, the City Council shall review the need to continue the state of emergency every 60 days until this resolution is terminated.

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

City Council Meeting
08-10-26
Item 1.B.9.

Council Agenda Report

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

Prepared by: Renée Neermann, Financial Controller

Reviewed by: Christopher Smith, Assistant City Manager

Approved by: Joseph D. Irvin, City Manager

Date prepared: July 20, 2026 Meeting date: August 10, 2026

Subject: Professional Services Agreement with Quinto Consulting, LP for City Treasurer Services

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RECOMMENDED ACTION: Authorize the Mayor to execute an agreement with Quinto Consulting, LP for City Treasurer Services.

FISCAL IMPACT: No additional appropriation is required. Funding in the amount of $40,000 for the initial year of this three-year agreement/project is included in the Adopted Budget for FY 2026-27 in Account No. 100-7054-5100-00. Beginning with the second contract year, and on each anniversary thereafter, the annual not-to-exceed compensation may be increased by up to three percent (3%) for a total contract amount not to exceed $123,636. Funding for subsequent years of the agreement will be budgeted accordingly through the annual budget process.

STRATEGIC PLAN IMPLEMENTATION: N/A

DISCUSSION: Section 2.16.010 of the Malibu Municipal Code (MMC) states, in part, that "the City Council shall appoint a City Treasurer who shall be responsible for the safe deposit of all moneys in the custody of the City and shall perform all the duties prescribed by law and as may be assigned by City Council."

In 2020, the City initiated a Request for Proposals (RFP) process to identify a consultant to perform the City Treasurer functions outlined in the MMC. After reviewing the proposal and qualifications of Ruth F. Quinto, the City entered into a two-year agreement, followed by two subsequent amendments which extended the agreement through November 13, 2025. On January 12, 2026, the Council approved Amendment No. 3, which extended the

term through June 30, 2026. At that time, the City Council directed staff to develop and issue an RFP for City Treasurer and Investment Advisory services and assigned the Administration and Finance Subcommittee to review the proposals and make a recommendation to the City Council regarding the selection of a City Treasurer.

Due to higher-priority operational demands, the RFP process was delayed. However, the solicitation, which combined Treasury Services and Investment Advisory Services into a single procurement, was issued on February 18, 2026. Following review, staff determined that conducting separate procurements would better serve the City's interests by allowing each service to be evaluated independently. Accordingly, the original solicitation was canceled and reissued as two separate RFPs—one for Treasury Services and one for Investment Advisory Services—to better reflect the distinct scopes of work and encourage broader competition. The separate RFPs were issued on May 5, 2026, and closed on May 29, 2026.

The City has received eight proposals for Investment Advisory Services. Staff is currently interviewing firms and will present evaluations and recommendations to the Administrative and Finance Subcommittee for review prior to forwarding a recommendation to the City Council for final consideration.

For Treasury Services, the City received four proposals. Staff evaluated the proposals based on the stated selection criteria, including qualifications, experience, and cost. Based on this evaluation, staff identified Ms. Ruth Quinto of Quinto Consulting LP as the proposer that best aligns with the City's needs and recommends selection of Ms. Quinto as the City Treasurer. The Administration and Finance Subcommittee is scheduled to meet on August 5, 2026 and their recommendation will be verbally reported at the City Council Meeting on August 10, 2026.

Ms. Quinto is a Certified Public Accountant licensed in the State of California and has provided treasury services to the City of Malibu from November 2020 to the present. Her familiarity with the City's operational processes, financial environment, and institutional history provides immediate continuity, supports informed decision-making, and promotes uninterrupted service delivery.

The agreement provides for standard monthly City Treasurer services, as well as additional on-call, hourly services as directed by the City Manager or the City Manager's designee, to address additional tasks and assignments as they arise throughout the year.

ATTACHMENTS: City Treasurer Proposal from Quinto Consulting LP
Professional Services Agreement with Quinto Consulting LP

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PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is made and entered into as of July, 2026, by and between the City of Malibu, a municipal corporation (hereinafter referred to as the "City"), and Quinto Consulting LP, a California limited partnership (hereinafter referred to as "Consultant"). City and Consultant are herein collectively referred to as "Parties" and separately as a "Party".

The City and the Consultant agree as follows:

R E C I T A L S

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

B. The City desires to contract with Consultant for professional services relating to City Treasurer Services.

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

D. The City and the Consultant desire to enter into this Agreement for the Consultant to perform the services described in this Agreement, including those set forth in Exhibit A.

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

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

2.0 TERM OF AGREEMENT. This Agreement will become effective on July 1, 2026, and will remain in effect for a period of three years from said date unless otherwise expressly extended and agreed to by both Parties or terminated by either Party as provided herein.

3.0 CITY AGENT. The City Manager, or his or her designee (collectively, the "City Manager"), for the purposes of this Agreement, is the agent for the City; whenever approval or authorization is required, Consultant understands that the City Manager has the authority, but not the requirement, to provide that approval or authorization.

4.0 COMPENSATION FOR SERVICES. The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the Scope of Work's fee and cost schedule. The cost of services shall not exceed Forty Thousand Dollars ($40,000) per year. Beginning with the second contract year, and on each anniversary

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thereafter, the annual not-to-exceed compensation may be increased by up to three percent (3%) for a total amount not to exceed $123,636 for the term of the Agreement. No additional compensation shall be paid for any other costs or expenses incurred, unless first approved by the City Manager in writing.

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

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

5.1 The Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this contract, the Consultant shall not offer, encourage or accept any financial interest in the Consultant's business to or by any City employee or official. This Section 5.1 shall apply to any subcontractor hired by Consultant to perform service under this Agreement.

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

6.0 GENERAL TERMS AND CONDITIONS.

6.1 Termination.

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

6.1.2 **Termination For Cause.** If the Consultant or the City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant or the City violate any of the covenants, agreements, or stipulations of this Agreement, the Consultant or the City shall have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date of such termination. The Consultant shall be entitled to receive compensation in accordance with the terms of this Agreement for any work

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satisfactorily completed hereunder. Notwithstanding the foregoing, the Consultant shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to off-set anticipated damages.

6.1.3 In the event of any termination hereunder, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of the Consultant under this Agreement shall be immediately returned to the City.

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

6.3 Non-Discrimination. The Consultant shall not discriminate as to race, creed, gender, color, national origin, or sexual orientation in the performance of its services and duties pursuant to this Agreement.

6.4 Insurance. The Consultant shall submit to the City certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement. Consultant further agrees to comply with all provisions in the attached Exhibit B ("Insurance Requirements"), attached hereto and made part of this Agreement.

6.5 Indemnification. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless City and any and all of its officials, employees, agents, and/or volunteers ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs, and expenses, including attorneys' 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.

6.5.1. **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.

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

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Wage.

6.7 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.

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

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

6.9 Legal Construction.

a) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced, and governed under the laws of the State of California. Any and all disputes arising from this Agreement shall be decided solely and exclusively by state or federal courts located in Los Angeles County.

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

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

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

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

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

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

6.12 Corrections. In addition to the above indemnification obligations, the Consultant shall correct, at its own expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans during or after the Term of this Agreement. Should the Consultant fail to make such corrections in a reasonably timely manner, such corrections shall be made by the City, and the cost thereof shall be charged to the Consultant. If the City corrections occur during the Term, such charged costs shall be deducted from amounts otherwise owed to the Consultant. If the corrections occur after the Term and final payment to the Consultant, the amount charged shall be due and payable within 45 days after written notice of the City's invoice.

6.13 Files. All files of the Consultant pertaining to the City shall be and remain the property of the City. The Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

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

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

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

6.17 Attorneys' Fees and Costs. The Parties hereto acknowledge and agree that each will bear his/her or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any Party hereto to enforce

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this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that Party or those Parties may be entitled.

6.18 Entire Agreement. This Agreement constitutes the whole agreement between the City and the Consultant, and neither Party has made any representations to the other except as expressly contained herein. Neither Party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes, amendments, or modifications to this Agreement must be approved in advance and in writing, and executed by authorized representatives of both the City and the Consultant.

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

CITY:	Joseph D. Irvin City Manager City of Malibu 23825 Stuart Ranch Road Malibu, CA 90265-4861 TEL (310) 456-2489 x 226 FAX (310) 456-2760	**CONSULTANT:**	Quinto Consulting LP Ruth F. Quinto, CPA Managing Director 11543 N. Range View Drive Fresno, CA 93730 TEL (559) 970-5629

6.20 Warranty of Authorized Signatories and Acceptance of Facsimile or Electronic Signatures. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered physically or by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

6. 21 Standard of Care. Consultant shall perform all services under this Agreement in accordance with the standard of care ordinarily exercised by members of the same profession practicing under similar circumstances at the same time and in the same or similar locality. Consultant shall perform its services in a timely, competent, and professional manner and in accordance with all applicable laws and regulations.

6.22 Public Records Act Compliance. Consultant acknowledges that the City is subject to the California Public Records Act (Government Code section 7920.000 et seq.). Consultant agrees to cooperate with the City in responding to any request for records relating to this Agreement or Consultant's performance of services. Consultant shall promptly provide any such records requested by the City and acknowledges that such records may be subject to disclosure unless exempt from disclosure under applicable law.

6.23 Records Retention and Audit. Consultant shall maintain complete and accurate records relating to the performance of services under this Agreement, including all books, documents, papers, and accounting records. Consultant shall retain such records for a period of at least three (3) years following completion or termination of this Agreement, or longer if required

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by law or by written directive from the City. Upon reasonable notice, the City or its authorized representatives shall have the right to inspect and audit such records during normal business hours.

6.24 Ownership of Work Product. All reports, documents, data, studies, drawings, specifications, maps, photographs, and other materials prepared or assembled by Consultant in connection with the performance of services under this Agreement ("Work Product") shall become the property of the City upon creation and shall be delivered to the City upon request or upon completion or termination of this Agreement. Consultant may retain copies for its files, if and when appropriate, but shall not use or disclose the Work Product for any purpose unrelated to this Agreement without the prior written consent of the City.

6.25 Confidentiality and Public Communications. Consultant shall maintain the confidentiality of any non-public information obtained in the course of performing services under this Agreement and shall not disclose such information to any third party without the prior written consent of the City unless required by law. Consultant shall take reasonable measures to protect such information from unauthorized use or disclosure.

Consultant shall not make any public statement, press release, social media post, or other public communication regarding the services performed under this Agreement, the City, or this Agreement without the prior approval of the City. Consultant shall conduct itself in a professional manner and shall not engage in conduct that would reasonably be expected to reflect adversely on the City in connection with the performance of services under this Agreement.

6.26 Subcontractors. Consultant shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City, except to the extent subcontracting is expressly authorized in this Agreement. Consultant shall remain fully responsible for the performance of all services under this Agreement and for the acts and omissions of any subcontractors and their employees or agents.

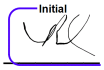
6.27 Survival. The provisions of this Agreement that by their nature are intended to survive termination or expiration of this Agreement, including but not limited to provisions relating to indemnification, confidentiality, records retention, ownership of work product, and audit rights, shall survive the termination or expiration of this Agreement.

7.0 ADDITIONAL TERMS AND CONDITIONS. (City and Consultant initials required at EITHER 7.1 or 7.2, but not both)

7**.1 Disclosure Required.** By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City's Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City's Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant's disclosure obligations in accordance with the City's Conflict of Interest Code.

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City Initials _____

Consultant Initials 

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

City Initials _____

Consultant Initials _____

This Agreement is executed on _____.

CONSULTANT, a California limited partnership:

Signed by:
By: _____
F576900F6623469...
Name: RUTH F. QUINTO, CPA
Title: Managing Director, Quinto Consulting LP

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

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EXHIBIT A
SCOPE OF WORK

QUINTO
consulting

RUTH F. QUINTO,

CPA May 21, 2026 11543 N. RANGE VIEW DR.

FRESNO, CA 93730
(559) 970-5629
ruth.quint099@gmail.com

Renee Neermann
Financial Controller
City of Malibu.
23825 Stuart Ranch Road Malibu CA,
90265

Dear Ms. Neermann,

Quinto Consulting LP is pleased to submit this proposal to provide Treasury Services to the City of Malibu.

Municipalities have a fiduciary responsibility to safeguard public funds, maintain adequate liquidity, and manage resources in accordance with law and adopted policies. An effective treasury function supports not only investment oversight but also strong internal controls, sound cash management, reliable reporting, and informed recommendations for financial decision-making.

I am uniquely qualified to continue serving the City of Malibu in this capacity. Since November 2020, I have provided treasury services to the City, including oversight of cash management, investment monitoring, internal control review, and financial reporting support. I have also provided recommendations regarding the City's investment program and related financial practices. This experience, combined with my background in municipal finance and treasury management, positions me to continue providing responsive, practical, and policy-compliant support to the City.

My approach is conservative and policy-based. Treasury Services will be performed in accordance with California Government Code Sections 53600 et seq., the City's adopted Investment Policy, and the City's operational needs. The focus of the engagement will remain on safety of principal, liquidity sufficient to meet operational cash flow needs, policy compliance, and clear communication with City staff and the City Council.

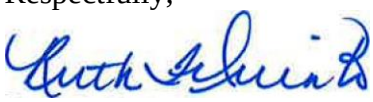
As the managing director and sole member of Quinto Consulting LP, I will personally perform the Treasury Services described in this proposal throughout the duration of the contract and will remain the primary point of contact for the engagement. Quinto Consulting LP complies with all applicable federal and state nondiscrimination requirements.

Understanding that only exceptions noted in the proposal are subject to negotiation, this proposal contains no exceptions to the City's terms and contract conditions, including, but not limited to,

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insurance and the Agreement for Professional Services. This proposal is valid for 1 50 days. I appreciate the opportunity to submit this proposal and would be honored to continue serving the City of Malibu. Should you require additional information, please contact me directly.

Respectfully,



Ruth F. Quinto, CPA
Managing Director

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Quinto Consulting, LP
Treasury Services

Experience

My experience and background serve the City's interests through a proven track record of leadership in municipal treasury management, financial oversight, and public agency fiscal administration.

Additionally, I am an active Certified Public Accountant licensed in the State of California.

Since November 2020 through the present, I have provided treasury services to the City of Malibu, supporting municipal cash management, cash flow oversight, investment monitoring, financial review processes, and internal control and reporting functions. This experience provides continuity of institutional knowledge and familiarity with the City's operational and financial environment.

From August 2005 through September 2020, I served as the Chief Financial Officer for the Fresno Unified School District, responsible for treasury management, accounting, budgeting, debt management and fiscal policy development and implementation. I was appointed during a period of significant fiscal distress and impending state bankruptcy. Through disciplined financial management, the District's finances were stabilized within 12 months and remained financially strong, including balanced budgets, clean audits, and healthy reserves, throughout my tenure.

Prior to my time at the Fresno Unified School District, I served for eight years as a City Controller. From May 2001 through August 2005, I served as the City Controller for the City of Fresno, and from August 1997 through May 2001, I served as the City Controller and Revenue Officer at the City of Moreno Valley. Both engagements included responsibility for treasury management, accounting, budgeting, debt management, and fiscal policy development and implementation. My experience with the City of Moreno Valley, a contract city, is particularly relevant to the City of Malibu's structure.

Team Organization

This proposal is submitted by Quinto Consulting, LP as an independent consulting firm. As the primary point of contact, the City will work directly with me throughout the engagement, ensuring consistency and responsiveness.

As Managing Partner and sole member, I will personally perform the services described in this proposal and will remain directly responsible for coordination with City staff, completion of deliverables, and attendance at meetings as required. I will dedicate the time necessary to fulfill the requirements of the engagement and will serve as the sole assigned consultant for all services under this proposal.

Project Understanding and Approach to Scope of Work

The City is seeking a consultant to serve as City Treasurer and provide treasury, cash management, investment policy support, and financial advisory services.

My approach is to provide practical, responsive, and policy-driven treasury services tailored to the City's operational needs. The engagement will emphasize safeguarding public funds, maintaining liquidity, ensuring compliance with governing statutes and policy, and providing clear and reliable reporting. I understand the importance of timely responsiveness and availability in supporting City operations, management, and Council requests.

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Quinto Consulting, LP
Treasury Services

Services will include, but are not limited to:

Core Treasurer Responsibilities

1. Serve as a proactive financial partner to the City staff by monitoring inflows, outflows, and short-term cash needs.
2. Be responsible for the safe deposit of all moneys in the custody of the City.
3. Conduct periodic review of surplus cash investments in accordance with City Council adopted investment policies.
4. Review warrant registers.
5. Review receipts and disbursement schedules.
6. Prepare monthly investment reports.
7. Review the City Budget.
8. Review monthly bank reconciliations.
9. Review annual independent audit and other audits as requested.
10. Conduct annual review of banking services.
11. Attend Investment Advisory Committee or City Council meetings as necessary.
12. Coordinate with City Manager, Assistant City Manager, and Financial Controller on City financial matters.
13. Report to the City Council as required.
14. Other duties as approved by the City Council.

Cash Management and Treasury Operations

15. Provide active, ongoing review of cash balances, bank accounts, liquidity positions, and treasury operations.
16. Monitor all City bank accounts for accuracy, security, and compliance with the City's banking services agreement.
17. Provide alerts and recommendations regarding unusual activity, account structure optimization, or opportunities to reduce banking costs.
18. Advise on the timing of transfers, withdrawals, and investment purchases or liquidations in a manner that protects liquidity and remains consistent with safety and policy requirements.
19. Provide enhanced internal control and financial operations support including conducting detailed review of operating procedures for both check-cutting and bank reconciliations, ensuring accuracy, segregation of duties, and strong internal controls.
20. Recommend improvements to strengthen fraud prevention, financial transparency, and operational reliability.

Investment Policy, Strategy, and Market Monitoring

21. Perform a comprehensive annual review of the City's Investment Policy.
22. Assist the City in developing a fully revised investment policy that is modern, compliant, and tailored to City objectives.
23. Continually monitor market conditions and circumstances and report on any recommended updates to policy and permitted investment practices. Propose additional updates based on industry best practices, regulatory changes, and risk-management considerations.

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Financial Forecasting and Long-Term Planning

24. Conduct interest forecasting, including:
    a. Short-term rate projections
    b. Multi-year interest rate forecasting
    c. Sensitivity analysis to support financial planning and long-term modelling
25. Provide multi-year financial forecasting to support budget development, capital planning, and long-term fiscal strategy.
26. Support the City in developing, reviewing, and updating fund balance policies, including minimum reserve requirements, emergency reserves, disaster contingencies, and stabilization targets.
27. Assist the City in ensuring it is financially prepared to respond to emergencies or disasters, including advising on accessible liquidity, short-term borrowing strategies, and the sequencing of available funds.

My approach to municipal cash management is conservative and policy-based. The primary objectives are safety of principal, liquidity sufficient to meet operational cash flow needs, and compliance with California law and City policies. Yield considerations, while important, remain secondary to safety, liquidity, and policy compliance.

Conflict of Interest

I currently serve as the City Treasurer for the City of Malibu.

Other than this professional relationship, I have no financial, business, or other relationships that would create a conflict of interest with respect to this engagement. I am not aware of any clients with a financial interest in the outcome of this contract.

Exceptions

There are no exceptions or requested changes.

Cost Proposal

Quinto Consulting LP shall be compensated at a rate of $2,500 per month for City Treasurer services, for an annual total of $30,000.

Additional on-call services shall be billed at $250 per hour, not to exceed 40 hours annually, or $10,000 per year. Total not-to-exceed annual cost: $40,000.

All rates are subject to a 3% annual increase during the term of the engagement.

Professional References

Chet Wang, Partner
Keygent LLC
999 N. Pacific Coast Hwy., Suite 570,
El Segundo, CA 90245
(310) 322-4222 (office); (310) 801-6331 (cell)
Email: chet.wang@keygentcorp.com

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Quinto Consulting, LP
Treasury Services

Rob Larkins, Managing Director
Investment Banking Division
Loop Capital Markets
580 California Street
San Francisco, CA 94104
(415) 429-0380
Email: robert.larkins@loopcapital.com

John Gray, President/CEO
School Services of California
1121 L Street, Suite 1060
Sacramento, CA 95814
(916) 479-2312
Email: johng@sscal.com

Contact – Further Inquiry

This proposal is respectfully submitted on May 21, 2026 and is valid for 150 days. Should you require additional information, please contact:

Ruth F. Quinto, CPA
Managing Director, Quinto Consulting LP
(559) 970-5629
ruthquinto99@gmail.com

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EXHIBIT B
INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of City, and prior to commencement of work and/or services under this Agreement, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

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 $300,000 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 $250,000 per claim and $500,000 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.

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.

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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 and automobile 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

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claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. Consultant agrees to ensure that any approved subconsultants, subcontractors, and any other party who is brought onto or involved in the project/service by Consultant (hereinafter collectively "Subcontractor"), provide the same minimum insurance coverage and endorsements required of Consultant under this Agreement. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. However, in the event Consultant's Subcontractor cannot comply with this requirement, which proof must be submitted to the City, Consultant may still be able to utilize the Subcontractor provided Consultant shall be required to ensure that its Subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Subcontractor's scope of work and services, with limits less than required of the Consultant, but in all other terms consistent with the Consultant's requirements under this Agreement. This provision does not relieve the Consultant of its contractual obligations under the Agreement and/or limit its liability to the amount of insurance coverage provided by its subcontractors. This provision is intended solely to provide Consultant with the ability to utilize a Subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the Consultant under this Agreement given the limited scope of work or services provided by the subcontractor. Consultant agrees that upon request, all agreements with Subcontractors, and others engaged in the project and/or services, will be submitted to City for review.

City's Right to Revise Specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days' advance written notice of such change. If such a change results in substantial additional costs to the Consultant, the City and Consultant may renegotiate the Consultant's compensation.

Self-Insured Retentions. Any self-insured retentions must be declared to and approved by the City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible, or require proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention through confirmation from the underwriter.

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

City Council Meeting
08-10-26
Item 1.B.10.

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

Prepared by: Yolanda Bundy, Community Development Director

Approved by: Joseph D. Irvin, City Manager

Date prepared: July 22, 2026 Meeting date: August 10, 2026

Subject: Professional Services Agreement for On-Call Geotechnical, Coastal Engineering, and Environmental Health Review Consulting Services for Non-Fire Rebuild Projects

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RECOMMENDED ACTION: Authorize the Mayor to execute a professional services agreement with NV5, Inc. to provide geotechnical, coastal engineering, and environmental health review consulting services for non-fire rebuild projects.

FISCAL IMPACT: Funding for these services is generated from fees for geology, geotechnical engineering, coastal engineering, and environmental health plan check services and is included in the Proposed Budget for Fiscal Year 2026-2027 in Account No. 101-2004-5100 (Building Safety Professional Services) and Account No. 101-2010-5100 (Wastewater Management Professional Services).

As part of the Fiscal Year 2026-2027 budget development process, appropriations for Building Safety Professional Services were reduced to align with Citywide fiscal priorities. Accordingly, staff negotiated a scope of services that prioritizes the City's core regulatory review functions while remaining within available appropriations. The proposed agreement focuses on geotechnical, coastal engineering, and environmental health peer review services, including limited public counter support.

To improve cost predictability and budget management, the agreement incorporates fixed-fee compensation for routine plan review services and establishes not-to-exceed amounts for specialized services and public counter support. This approach provides greater certainty regarding annual expenditures while ensuring the City maintains access to qualified technical expertise to support permit processing and development review activities.

Certain administrative, customer service, and program management functions historically provided through consultant support are not included in the proposed agreement and may be addressed through existing staffing resources, salary savings associated with vacant positions, or future Council action, as necessary.

STRATEGIC PLAN IMPLEMENTATION: N/A

DISCUSSION: On December 1, 2025, the City released a Request for Proposals (RFP) for Geotechnical, Coastal Engineering, and Environmental Health Peer Review Services in support of the City's development process. Applicants were required to demonstrate their qualifications, experience, technical expertise, and ability to provide the requested services.

Following a comprehensive evaluation of the proposals, staff invited selected firms to participate in interviews, which were conducted on April 22, 2026. Based on the written proposals and interview presentations, Cotton, Shires and Associates and NV5 were identified as the two most qualified firms. On June 22, 2026, the City Council approved a professional services agreement with Cotton, Shires and Associates while staff continued negotiations with NV5.

Currently, NV5 is under contract with the City to provide geotechnical, coastal engineering, and environmental health review services for Palisades Fire rebuild projects. Because the services contemplated under this agreement will support routine development applications unrelated to fire recovery, a separate professional services agreement is necessary.

Approval of the proposed agreement with NV5 will establish an additional on-call consultant to provide geotechnical, coastal engineering, and environmental health peer review services. Maintaining multiple on-call consultants allows the City to efficiently distribute assignments based on project demands, technical expertise, consultant availability, and workload, while providing flexibility to address workload fluctuations, specialized reviews, and time-sensitive projects. This approach helps ensure continuity of service and timely project review.

Therefore, staff recommends that the City Council authorize the Mayor to execute the attached professional services agreement with NV5, Inc.

ATTACHMENTS: Professional Services Agreement with NV5, Inc.

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PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is made and entered into as of August 10, 2026 by and between the City of Malibu, a municipal corporation (hereinafter referred to as the "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:

R E C I T A L S

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

B. The City desires to contract with Consultant for professional services relating to geotechnical services including Engineering Geology, Geotechnical Engineering, Coastal Engineering, and Environmental Health reviews.

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

D. The City and the Consultant desire to enter into this Agreement for the Consultant to perform the services described in this Agreement, including those set forth in Exhibit A.

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

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

2.0 TERM OF AGREEMENT. This Agreement will become effective on August 10, 2026, and will remain in effect for a period of two (2) years from said date unless otherwise expressly extended and agreed to by both Parties or terminated by either Party as provided herein.

3.0 CITY AGENT. The City Manager, or his or her designee (collectively, the "City Manager"), for the purposes of this Agreement, is the agent for the City; whenever approval or authorization is required, Consultant understands that the City Manager has the authority, but not the requirement, to provide that approval or authorization.

4.0 COMPENSATION FOR SERVICES. The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the Scope of Work's fee and cost schedule (Exhibit B). The total cost of services shall be in an amount not to exceed $400,000 for the term of the Agreement. No additional compensation shall

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be paid for any other costs or expenses incurred, unless first approved by the City Manager, or designee in writing.

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

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

5.1 The Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this contract, the Consultant shall not offer, encourage or accept any financial interest in the Consultant's business to or by any City employee or official. This Section 5.1 shall apply to any subcontractor hired by Consultant to perform service under this Agreement.

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

6.0 GENERAL TERMS AND CONDITIONS.

6.1 Termination.

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

6.1.2 **Termination For Cause.** If the Consultant or the City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant or the City violate any of the covenants, agreements, or stipulations of this Agreement, the Consultant or the City shall have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date of such termination. The Consultant shall be 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

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relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to off-set anticipated damages.

6.1.3 In the event of any termination hereunder, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of the Consultant under this Agreement shall be immediately returned to the City.

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

6.3 Non-Discrimination. The Consultant shall not discriminate as to race, creed, gender, color, national origin, or sexual orientation in the performance of its services and duties pursuant to this Agreement.

6.4 Insurance. The Consultant shall submit to the City certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement. Consultant further agrees to comply with all provisions in the attached Exhibit C ("Insurance Requirements"), attached hereto and made part of this Agreement.

6.5 Indemnification. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless City and any and all of its officials, employees, agents, and/or volunteers ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs, and expenses, including attorneys' 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.

6.5.1. **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.

6.6 Compliance with Applicable Law. The Consultant and the City shall comply with all applicable laws, ordinances, and codes of the federal, state, county, and city

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governments, including, without limitation, Malibu Municipal Code Chapter 5.36 Minimum Wage.

6.7 Independent Contractor. This Agreement is by and between the City and the Consultant and is not intended, and shall not be construed, to create the relationship of agency, servant, employee, partnership, joint venture, or association, as between the City and the Consultant.

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

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

6.9 Legal Construction.

a) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced, and governed under the laws of the State of California. Any and all disputes arising from this Agreement shall be decided solely and exclusively by state or federal courts located in Los Angeles County.

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

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

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

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

6.11 Final Payment Acceptance Constitutes Release. The acceptance by the Consultant of the final payment made under this Agreement shall operate as and be a release of

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

6.12 Corrections. In addition to the above indemnification obligations, the Consultant shall correct, at its own expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans during or after the Term of this Agreement. Should the Consultant fail to make such corrections in a reasonably timely manner, such corrections shall be made by the City, and the cost thereof shall be charged to the Consultant. If the City corrections occur during the Term, such charged costs shall be deducted from amounts otherwise owed to the Consultant. If the corrections occur after the Term and final payment to the Consultant, the amount charged shall be due and payable within 45 days after written notice of the City's invoice.

6.13 Files. All files of the Consultant pertaining to the City shall be and remain the property of the City. The Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

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

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

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

6.17 Attorneys' Fees and Costs. The Parties hereto acknowledge and agree that

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each will bear his/her or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any Party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that Party or those Parties may be entitled.

6.18 Entire Agreement. This Agreement constitutes the whole agreement between the City and the Consultant, and neither Party has made any representations to the other except as expressly contained herein. Neither Party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes, amendments, or modifications to this Agreement must be approved in advance and in writing, and executed by authorized representatives of both the City and the Consultant.

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

CITY:	Joseph D. Irvin City Manager City of Malibu 23825 Stuart Ranch Road Malibu, CA 90265-4861 TEL (310) 456-2489 x 226 FAX (310) 456-2760	**CONSULTANT:**	NV5, Inc., a California corporation Jeffrey M. Cooper EVP, Chief Operating Officer 133 Technology Dr., Ste. 200 Irvine, CA 92618 TEL (949) 585-0477

6.20 Warranty of Authorized Signatories and Acceptance of Facsimile or Electronic Signatures. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered physically or by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

6. 21 Standard of Care. Consultant shall perform all services under this Agreement in accordance with the standard of care ordinarily exercised by members of the same profession practicing under similar circumstances at the same time and in the same or similar locality. Consultant shall perform its services in a timely, competent, and professional manner and in accordance with all applicable laws and regulations.

6.22 Public Records Act Compliance. Consultant acknowledges that the City is subject to the California Public Records Act (Government Code section 7920.000 et seq.). Consultant agrees to cooperate with the City in responding to any request for records relating to this Agreement or Consultant’s performance of services. Consultant shall promptly provide any such records requested by the City and acknowledges that such records may be subject to disclosure unless exempt from disclosure under applicable law.

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6.23 Records Retention and Audit. Consultant shall maintain complete and accurate records relating to the performance of services under this Agreement, including all books, documents, papers, and accounting records. Consultant shall retain such records for a period of at least three (3) years following completion or termination of this Agreement, or longer if required by law or by written directive from the City. Upon reasonable notice, the City or its authorized representatives shall have the right to inspect and audit such records during normal business hours.

6.24 Ownership of Work Product. All reports, documents, data, studies, drawings, specifications, maps, photographs, and other materials prepared or assembled by Consultant in connection with the performance of services under this Agreement ("Work Product") shall become the property of the City upon creation and shall be delivered to the City upon request or upon completion or termination of this Agreement. Consultant may retain copies for its files, if and when appropriate, but shall not use or disclose the Work Product for any purpose unrelated to this Agreement without the prior written consent of the City.

6.25 Confidentiality and Public Communications. Consultant shall maintain the confidentiality of any non-public information obtained in the course of performing services under this Agreement and shall not disclose such information to any third party without the prior written consent of the City unless required by law. Consultant shall take reasonable measures to protect such information from unauthorized use or disclosure.

Consultant shall not make any public statement, press release, social media post, or other public communication regarding the services performed under this Agreement, the City, or this Agreement without the prior approval of the City. Consultant shall conduct itself in a professional manner and shall not engage in conduct that would reasonably be expected to reflect adversely on the City in connection with the performance of services under this Agreement.

6.26 Subcontractors. Consultant shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City, except to the extent subcontracting is expressly authorized in this Agreement. Consultant shall remain fully responsible for the performance of all services under this Agreement and for the acts and omissions of any subcontractors and their employees or agents.

6.27 Survival. The provisions of this Agreement that by their nature are intended to survive termination or expiration of this Agreement, including but not limited to provisions relating to indemnification, confidentiality, records retention, ownership of work product, and audit rights, shall survive the termination or expiration of this Agreement.

7.0 ADDITIONAL TERMS AND CONDITIONS. (City and Consultant initials required at EITHER 7.1 or 7.2, but not both)

7.**1 Disclosure Required.** By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a) or otherwise serves in a staff capacity for which disclosure would otherwise be required

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were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City's Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City's Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant's disclosure obligations in accordance with the City's Conflict of Interest Code.

City Initials _____

Consultant Initials_____

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

City Initials_____

Consultant Initials Initial _____

[Signatures on the Following Page]

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This Agreement is executed on _____.

NV5, INC., a California corporation:

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

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

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EXHIBIT A
SCOPE OF WORK

Task I: Peer Review

1. Review and evaluate engineering geology and geotechnical engineering reports. Reviews shall be performed with reference to the City's "Guidelines for the Preparation of Engineering Geologic and Geotechnical Engineering Reports & Procedures for Report Submittal". Provide City staff with specific recommendations regarding the acceptability of such reports and provide detailed review comments to bring the report in compliance with City requirements.

2. Review and evaluate coastal engineering reports. Reviews shall be performed with reference to the City's "Guidelines for the Preparation of Coastal Engineering Reports". 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.

3. Review and evaluate environmental health project submittals in accordance with City requirements. 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.

4. 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.

5. 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.

6. Maintain the City's Geotechnical Guidelines, as appropriate, to maintain conformance with latest state regulations, laws, and acceptable engineering geological and geotechnical engineering practices. This shall be done with each code cycle in addition to City codes and ordinances.

7. Review foundation and grading plans for proposed development projects to ensure compliance with applicable geotechnical recommendations.

8. Review "As-Built" geotechnical engineering and geological reports for adequacy/completeness.

9. Perform conformance reviews and plan check of conventional and alternative onsite wastewater treatment systems (a.k.a., private sewage disposal systems). Evaluate land development projects with respect to compatibility with existing onsite wastewater systems' capacity and layout.

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10. Assist City staff in processing excavation permits for geotechnical consultants to perform subsurface exploration on properties in the City as part of the geotechnical investigation.

11. Peer Review of Environmental Site Assessments and Hazardous Materials Issues.

12. Review geological/geotechnical section of various Environmental Impact Reports (EIR) and Specific Plans for adequacy/completeness as requested by the Planning Department.

13. 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.

14. 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.

15. 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.

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

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

Task II: Site Assessment

1. Provide field observation and recommendations as to adequacy/completeness during grading or during other geotechnical aspects of construction projects, as requested by the City. Review field testing procedures being implemented by the developer's geotechnical consultant, as requested by the City.

2. Provide 24-hour on-call emergency response services as necessary to evaluate existing or pending geological hazards (or damages resulting therefrom) to public or private property, including earthquakes, landslides, mud/debris flows, flooding, fires and any other natural hazards. When requested, provide recommendations to the Building Official regarding the necessity for yellow-tagging or red-tagging structures threatened by geological hazards.

General Requirements

1. Maintain one (1) individual as the contact for all communication with the City.

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

3. Hold routine office hours at City Hall. Hours shall be requested in writing by staff.

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

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5. Accept all documents electronically, including utilization of OnBase (records management system), Development Database (permitting software), and any additional electronic formats accepted by the City.

6. Maintain thorough and accurate recordkeeping.

7. Must have familiarity with Municipal government records and workflow processes.

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

9. Provide training for City staff, including graphic handout materials.

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

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

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

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

14. Provide administrative personnel to support project intake and tracking related to Environmental Health and Geotechnical reviews.

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

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EXHIBIT B
COMPENSATION FOR SERVICES

The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with this Exhibit B schedule. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or designee.

Services performed outside of regular counter hours or beyond standard review activities, such as Professional Services, Laboratory Testing and Geophysical Service Charges listed in the tables below, are not authorized unless approved in writing by the Community Development Director or designee. The Consultant shall submit a scope of work and cost estimate for approval prior to commencing such services.

All rates and fixed fees listed below shall include overhead costs, including, but not limited to salaries, benefits, insurance, workers compensation, office expenses, mileage, and courier service. If staff substitutions are necessary, or if staff is promoted, the original rates listed above will still apply.

No travel and mileage is approved with this agreement. However, if required, travel expenses shall be pre-approved by the Community Development Director. Mileage shall be reimbursed at the IRS prevailing rate. City will not reimburse for meals. Expenses will appear on invoices without any markup, with proof of payment, and due and payable within thirty (30) days after receipt by the City.

Prior to commencing work for the City of Malibu by the Consultant, written authorization must be granted by the Community Development Director or designee.

Budget

Compensation for a 2-Year Term: $400,000
Annual Estimated Budget: $200,000
Services identified in the Professional Services Table and Laboratory Testing and Geophysical Service Charges Table shall be categorized as Geotechnical Review services for budgeting purposes.

Non-Billable Administrative Overhead
The Consultant will bill only for time spent performing assigned professional work. All other activities associated with carrying out the contract are not billable and are therefore considered overhead or administrative functions contained within the hourly rate. Typical examples of non-billable overhead activities are:

- Discussion with staff or applicant about the cost of services or to address billing disputes.
- Meetings to discuss work performance, contract, or additional services.
- Travel time to and from the City of Malibu.
- Preparation of invoices and other administrative clerical services.
- Contract administration, such as preparing or discussing contract amendments.
- Time spent resolving errors in the event the Consultant is responsible.

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Fixed Fee Services:
Fixed Fees shall include one initial planning review and one response review. These fees also include routine administrative tasks and project-related communications. Additional reviews will be performed on a time-and-materials (T&M) basis.

Service Performed	Title	Consultant Rate
Peer Review		
Geotechnical Review:		
Single Family Residence – Complex	Principal Geotechnical Engineer Principal Engineering Geologist Supervising Geotechnical Engineer Supervising Engineering Geologist Senior Geotechnical Engineer Senior Engineering Geologist Staff Engineer Staff Geologist Project Coordinator	$4,060
Single Family Residence – Standard		$2,790
Commercial, Multi-Family, Guest House, Second Unit		$3,810
Swimming Pool, addition, remodel, retaining walls, seawalls, slope repairs		$2,540
Onsite wastewater treatment systems (OWTS), foundation repairs		$1,910
Subdivisions, tract maps		# of lots x $2,790
Lot line adjustments, buildable lot created		$2,790 (std.) or $4,060 (complex)
Plan check review		$890
Time and materials review		$210/hour
As-Built Geotechnical Report Review		$210/hour
Project Coordination	Project Coordinator	$100/hour
Coastal Engineering Review:		
Standard (NSFR, substantial improvements, NOWTS)	Principal Coastal Engineer Senior Coastal Engineer Associate Coastal Engineer Assistant Coastal Engineer Junior Coastal Engineer	$1,563.33
Minor (unsubstantial improvements, remodels, additions)		$725
Complex		$3,127.50
New or Replaced Seawall and OWTS		$1,563.33
Plan Check		$725
Time and materials review		$220/hour
Environmental Health Review:		
Service Performed	Title	Consultant Rate
Non-OWTS Review - Simple	OWTS QA/QC Engineer OWTS Admin OWTS REHS	
Planning Phase		$770
Building Plan Check Phase		$390
OWTS Review - Standard		
Planning Phase		$2,010
Building Plan Check Phase		$1,440
OWTS Review – Complex Commercial		
Planning Phase		$6,500

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Building Plan Check Phase		$3,730
OWTS Review - Reduced Setbacks		$770
OWTS Review – Septic Tank Replacement or Future Dispersal Area		$390
Time and materials review		$210/hour
Counter Hours:		
Geotechnical	Supervising Engineering Geologist Principal Engineering Geologist Principal Geotechnical Engineer	$200/hour
Coastal Engineering	Principal Coastal Engineer Senior Coastal Engineer Associate Coastal Engineer Assistant Coastal Engineer Junior Coastal Engineer	$220/hour $200/hour $180/hour $160/hour $145/hour
Environmental Health	OWTS QA/QC Engineer OWTS REHS	$210/hour $165/hour

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

Service Performed	Title	Hourly Rate
Engineering Oversight/QA-QC	Senior Principal Engineer	$290
Geology Oversight/QA-QC	Senior Principal Geologist	$290
Geotechnical Engineering Lead	Principal Engineer	$265
Engineering Geology Lead	Principal Geologist	$265
Geotechnical Investigations Civil Design/PS&E/Survey	Supervising Geotechnical Engineer	$230
Geotechnical Support/Analysis	Senior Engineer	$205
As-needed in-house testing	Senior Lab Technician	$265
Admin/Project Coordination	Project Coordinator	($100 or half of geo hourly rate)
Misc. Construction Observation & Testing (all departments)	Senior Field Technician	$170 (prevailing wage)*
PW Construction Observation (Engineer)	Supervising Geotechnical Engineer	$230
Miscellaneous projects	Principal Engineer/Geologist	$265
Miscellaneous projects	Supervising Engineer/Geologist	$230
Miscellaneous projects	Senior Engineer/Geologist	$205
Miscellaneous projects	Senior Staff Engineer/Geologist	$170
Miscellaneous projects	Staff Engineer/Geologist	$185
Service Performed	Title	Hourly Rate
Miscellaneous projects	CAD/Tech. Illustrating/Drafting	$140
Miscellaneous projects	GIS Specialist	$170
Miscellaneous projects	Principal Coastal Engineer	$300
Miscellaneous projects	Senior Coastal Engineer	$200
Miscellaneous projects	Associate Coastal Engineer	$180
Miscellaneous projects	Assistant Coastal Engineer	$160
Miscellaneous projects	Junior Coastal Engineer	$145
Miscellaneous projects	OWTS QA/QC Engineer	$210

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Miscellaneous projects	OWTS REHS	$165
Miscellaneous projects	OWTS Admin	$110
Env/Haz Waste Assessment/Remediation	Senior Principal Project Manager Principal Senior Consultant III Senior Consultant II Senior Consultant I Staff III Staff II Staff I Associate III Associate II Associate I Specialist III Specialist II Specialist I CADD/Technical Project Analyst	$290 $250 $240 $235 $225 $220 $190 $180 $170 $160 $150 $140 $130 $120 $115 $110 $100
Emergency Response	Senior/Principal/Sr. Principal	$300
Planning Commission Hearing Attendance	Senior/Principal/Sr. Principal	$300
City Council Meeting Attendance		
Consultation to Legal	Senior/Principal/Sr. Principal	$300
Judicial Proceedings	Principal/Sr. Principal	$4,995 / day
Expert / Witness Testimony	Principal/Sr. Principal	$4,995 / day
Depositions (Expert Witness)	Principal/Sr. Principal	$625 / hour
Depositions (Percipient Witness)	Supervising/Principal	$300 / hour

***Prevailing Wage, Straight Time*

Laboratory Testing and Geophysical Service Charges:
Laboratory testing and geophysical services shall be charged on a time-and-materials (T&M) basis. Laboratory samples shall be stored for 60 days after the date of final report submittal, unless special arrangements are made for longer storage.

Equipment and Supply:

	Rate
Inclinometer System	$250 / day
Piezometer Data Acquisition System	$130 / day
Drone System	$250 / day
Total Station Surveying Equipment	$375 / day
GPS/ Reflectorless Surveying Equipment	$485 / day
Nuclear Moisture/ Unit Weight Gauge	$185 / day
Rope Climbing Safety Equipment	$310 / day
Multi-Channel Seismograph or ReMi System	$370 / day

All rates listed above shall include overhead costs including, but not limited to: salaries, benefits, insurance, office expenses, mileage, and courier service. If staff substitutions are necessary, or if staff are promoted, the original rates listed above will still apply.

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EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of City, and prior to commencement of work and/or services under this Agreement, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than 1,000,000 combined single limit for each accident.

Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance (statutory limits) and Employer's Liability insurance (with limits of at least $1,000,000).

Consultant shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

OTHER PROVISIONS OR REQUIREMENTS

Proof of Insurance. Consultant shall provide certificates of insurance and required endorsements to City as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City for the contract period and any additional length of time required thereafter. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of Coverage. Consultant shall procure and maintain for the contract period, and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss which may arise from or in connection with the performance of the Work hereunder by Consultant, their agents, representatives, employees, or subconsultants.

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Primary/Noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self- insurance shall be called upon to protect it as a named insured.

City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of Contract Provisions (Non Estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. If any of the Consultant's insurers are unwilling to provide such notice, then Consultant shall have the

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responsibility of notifying the City immediately in the event of Consultant's failure to renew any of the required insurance coverages, or insurer's cancellation or non-renewal.

Additional Insured Status. General liability, automobile liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies.

Prohibition Of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of Insureds. A severability of interests' provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. Consultant agrees to ensure that any approved subconsultants, subcontractors, and any other party who is brought onto or involved in the project/service by Consultant (hereinafter collectively "Subcontractor"), provide the same minimum insurance coverage and endorsements required of Consultant under this Agreement. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. However, in the event Consultant's Subcontractor cannot comply with this requirement, which proof must be submitted to the City, Consultant may still be able to utilize the Subcontractor provided Consultant shall be required to ensure that its Subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Subcontractor's scope of work and services, with limits less than required of the Consultant, but in all other terms consistent with the Consultant's requirements under this Agreement. This provision does not relieve the Consultant of its contractual obligations under the Agreement and/or limit its liability to the amount of insurance coverage provided by its subcontractors. This provision is intended solely to provide Consultant with the ability to utilize a Subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the Consultant under this Agreement given the limited scope of work or services provided by the subcontractor. Consultant agrees that upon request, all agreements with Subcontractors, and others engaged in the project and/or services, will be submitted to City for review.

City's Right to Revise Specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days' advance written notice of such change. If such a change results in substantial additional costs to the Consultant, the City and Consultant may renegotiate the Consultant's compensation.

Self-Insured Retentions. Any self-insured retentions must be declared to and approved by the City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible, or require proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention through confirmation from the underwriter.

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Timely Notice Of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance. The consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

Council Agenda Report

City Council Meeting
08-10-26
Item 1.B.11.

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: July 22, 2026 Meeting date: August 10, 2026

Subject: Professional Services Agreements for On-Call California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) Environmental Review Services

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RECOMMENDED ACTION: Authorize the Mayor to execute professional services agreements with Impact Sciences, Inc., PlaceWorks, Inc., Eyestone Environmental, LLC, and SWCA Environmental Consultants, Inc. to provide on-call environmental review consulting services.

FISCAL IMPACT: Funding for these services is included in the Adopted Budget for Fiscal Year 2026-27 in Account No. 101-2001-5100 (Planning Professional Services). Work associated with development applications will be funded from applicant deposits established in accordance with the City's adopted fee schedule and will not impact the General Fund. Individual task orders will be issued on an as-needed basis and are subject to the availability of appropriated funds or sufficient applicant deposits.

STRATEGIC PLAN IMPLEMENTATION: N/A

DISCUSSION: On June 10, 2026, a Request for Qualifications (RFQ) was distributed for preparation of environmental review documents and technical studies related to California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). The RFQ outlined the services including peer review of technical studies prepared by others; preparation of standalone environmental studies; review of environmental statements and/or analysis prepared by others; legislation tracking and/or trainings related to CEQA/NEPA; development of mitigation measures, monitoring, and tracking; support for grant applications; and assisting in tribal consultation, as needed.

Following the solicitation process, staff evaluated the proposals based on the criteria identified in the RFQ, including firm qualifications, relevant project experience, technical

expertise, personnel qualifications, and demonstrated ability to successfully complete similar assignments.

The City received proposals from the following firms:

1. EcoTierra Consulting, Inc.
2. Envicom Corporation
3. Eyestone Environmental, LLC
4. Impact Sciences, Inc.
5. Interwest Consulting Group, Inc.
6. Kimley-Horn and Associates, Inc.
7. PlaceWorks, Inc.
8. Rincon Consultants, Inc.
9. SWCA Environmental Consultants, Inc.
10. UltraSystems Environmental, Inc.
11. WSP USA, Inc.

Following its review of the proposals, the City conducted interviews and selected four firms for inclusion in an on-call consultant pool. Rather than relying on a single consultant, staff recommends establishing a pool of qualified consultants to provide environmental review services under on-call agreements. Maintaining multiple qualified firms provides the flexibility to assign work based on each firm's project-specific experience, technical expertise, and availability, helping ensure timely project delivery while minimizing scheduling conflicts.

Individual projects vary in scope, complexity, schedule, and technical requirements. Accordingly, work will be assigned on an as-needed basis through task orders. No minimum amount of work is guaranteed to any consultant. For each assignment, the City will negotiate the scope, schedule, and compensation and select the consultant based on qualifications, availability, workload, and operational needs.

The proposed agreements will support both City-initiated projects and private development applications. Services provided for private development projects will be funded entirely through applicant deposits maintained for each project, while services for City-initiated projects will be funded through approved budget appropriations. This funding structure enables the City to efficiently administer environmental review services without increasing General Fund expenditures for applicant-driven work.

Staff recommends that the City Council authorize the Mayor to execute professional services agreements with the four selected firms: Impact Sciences, PlaceWorks, Eyestone Environmental, and SWCA Environmental Consultants.

ATTACHMENTS:

1. Professional Services Agreement with Impact Sciences, Inc.

2. Professional Services Agreement with PlaceWorks, Inc.
3. Professional Services Agreement with Eyestone Environmental, LLC
4. Professional Services Agreement with SWCA Environmental Consultants, Inc.

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PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is made and entered into as of August 10, 2026 by and between the City of Malibu, a municipal corporation (hereinafter referred to as the "City"), and Impact Sciences, 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:

R E C I T A L S

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

B. The City desires to contract with Consultant for professional services relating to on-call services including preparation of environmental review documents and technical studies for applicant-sponsored and City-sponsored projects that meet the mandates of California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), and any other applicable laws, regulations, plans, or procedures as more particularly described in Exhibit A.

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

D. The City and the Consultant desire to enter into this Agreement for the Consultant to perform the services described in this Agreement, including those set forth in Exhibit A.

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

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

2.0 TERM OF AGREEMENT. This Agreement will become effective on August 10, 2026, and will remain in effect for a period of two (2) years from said date unless otherwise expressly extended and agreed to by both Parties or terminated by either Party as provided herein.

3.0 CITY AGENT. The City Manager, or his or her designee (collectively, the "City Manager"), for the purposes of this Agreement, is the agent for the City; whenever approval or authorization is required, Consultant understands that the City Manager has the authority, but not the requirement, to provide that approval or authorization.

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4.0 COMPENSATION FOR SERVICES. The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the Scope of Work's fee and cost schedule (Exhibit B). The cost of services shall not exceed $500,000 for the term of the Agreement, except for work performed under an Applicant Deposit, as more particularly described in Section 4.2. No additional compensation shall be paid for any other costs or expenses incurred, unless first approved in writing by the City Manager or designee.

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

4.2 Applicant Deposit means a project where an applicant submits a financial deposit to the City as required by a developer reimbursement agreement, the City's fee schedule, or other rule or regulation. City shall have the sole authority to determine whether work performed by the Consultant is subject to this Agreement or an Applicant Deposit. In the event the amount of an Applicant Deposit is less than the accumulated cost of the applicant's project, the Consultant will not be required to continue work on the applicant's project after expiration of a 15-day written notice to City regarding the deposit funding issue. The immediately preceding sentence shall not apply in the event that the City notifies the Consultant that it will continue to compensate the Consultant regardless of the deposit funding issue or the applicant provides an additional financial deposit to the City.

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

5.1 The Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this contract, the Consultant shall not offer, encourage or accept any financial interest in the Consultant's business to or by any City employee or official. This Section 5.1 shall apply to any subcontractor hired by Consultant to perform service under this Agreement.

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

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6.0 GENERAL TERMS AND CONDITIONS.

6.1 Termination.

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

6.1.2 **Termination For Cause.** If the Consultant or the City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant or the City violate any of the covenants, agreements, or stipulations of this Agreement, the Consultant or the City shall have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date of such termination. The Consultant shall be entitled to receive compensation in accordance with the terms of this Agreement for any work satisfactorily completed hereunder. Notwithstanding the foregoing, the Consultant shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to off-set anticipated damages.

6.1.3 In the event of any termination hereunder, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of the Consultant under this Agreement shall be immediately returned to the City.

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

6.3 Non-Discrimination. The Consultant shall not discriminate as to race, creed, gender, color, national origin, or sexual orientation in the performance of its services and duties pursuant to this Agreement.

6.4 Insurance. The Consultant shall submit to the City certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement. Consultant further agrees to comply with all provisions in the attached Exhibit C ("Insurance Requirements"), attached hereto and made part of this Agreement.

6.5 Indemnification. To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless City and any and all of its officials, employees, agents, and volunteers ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs, and expenses, including attorney's fees and costs, to the extent they arise out of, pertain to or relate to the negligence, recklessness, or willful misconduct of the Consultant.

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Consultant's duty to defend shall consist of reimbursement of defense costs incurred by City in direct proportion to the Consultant's proportionate percentage of fault.

Consultant's percentage of fault, for both indemnity and defense, shall be determined, as applicable, by a court of law, jury, or arbitrator. In the event any loss, liability, or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the Consultant's percentage of fault, and the Parties cannot mutually agree on Consultant's percentage of fault, the Parties agree to mediation with a neutral third-party to determine the Consultant's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the City.

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

6.7 Independent Contractor. This Agreement is by and between the City and the Consultant and is not intended, and shall not be construed, to create the relationship of agency, servant, employee, partnership, joint venture, or association, as between the City and the Consultant.

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

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

6.9 Legal Construction.

a) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced, and governed under the laws of the State of California. Any and all disputes arising from this Agreement shall be decided solely and exclusively by state or federal courts located in Los Angeles County.

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

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

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

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

6.11 Final Payment Acceptance Constitutes Release. The acceptance by the Consultant of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to the Consultant for anything done, furnished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of the Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

6.12 Corrections. In addition to the above indemnification obligations, the Consultant shall correct, at its own expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans during or after the Term of this Agreement. Should the Consultant fail to make such corrections in a reasonably timely manner, such corrections shall be made by the City, and the cost thereof shall be charged to the Consultant. If the City corrections occur during the Term, such charged costs shall be deducted from amounts otherwise owed to the Consultant. If the corrections occur after the Term and final payment to the Consultant, the amount charged shall be due and payable within 45 days after written notice of the City's invoice.

6.13 Files. All files of the Consultant pertaining to the City shall be and remain the property of the City. The Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

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

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this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

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

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

6.17 Attorneys' Fees and Costs. The Parties hereto acknowledge and agree that each will bear his/her or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any Party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that Party or those Parties may be entitled.

6.18 Entire Agreement. This Agreement constitutes the whole agreement between the City and the Consultant, and neither Party has made any representations to the other except as expressly contained herein. Neither Party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes, amendments, or modifications to this Agreement must be approved in advance and in writing, and executed by authorized representatives of both the City and the Consultant.

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

CITY:	Joseph D. Irvin City Manager City of Malibu 23825 Stuart Ranch Road Malibu, CA 90265-4861 TEL (310) 456-2489 x 226 FAX (310) 456-2760	**CONSULTANT:**	Impact Sciences, Inc., a California corporation Jessica Kirchner CEO/ Managing Principal 445 S. Figueroa Street, Suite 2550 Los Angeles, CA 90071 TEL (213) 935-1901 jkirchner@impactsciences.com

6.20 Warranty of Authorized Signatories and Acceptance of Facsimile or Electronic Signatures. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered physically or by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

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6. 21 Standard of Care. Consultant shall perform all services under this Agreement in accordance with the standard of care ordinarily exercised by members of the same profession practicing under similar circumstances at the same time and in the same or similar locality. Consultant shall perform its services in a timely, competent, and professional manner and in accordance with all applicable laws and regulations.

6.22 Public Records Act Compliance. Consultant acknowledges that the City is subject to the California Public Records Act (Government Code section 7920.000 et seq.). Consultant agrees to cooperate with the City in responding to any request for records relating to this Agreement or Consultant's performance of services. Consultant shall promptly provide any such records requested by the City and acknowledges that such records may be subject to disclosure unless exempt from disclosure under applicable law.

6.23 Records Retention and Audit. Consultant shall maintain complete and accurate records relating to the performance of services under this Agreement, including all books, documents, papers, and accounting records. Consultant shall retain such records for a period of at least three (3) years following completion or termination of this Agreement, or longer if required by law or by written directive from the City. Upon reasonable notice, the City or its authorized representatives shall have the right to inspect and audit such records during normal business hours.

6.24 Ownership of Work Product. All reports, documents, data, studies, drawings, specifications, maps, photographs, and other materials prepared or assembled by Consultant in connection with the performance of services under this Agreement ("Work Product") shall become the property of the City upon creation and shall be delivered to the City upon request or upon completion or termination of this Agreement. Consultant may retain copies for its files, if and when appropriate, but shall not use or disclose the Work Product for any purpose unrelated to this Agreement without the prior written consent of the City.

6.25 Confidentiality and Public Communications. Consultant shall maintain the confidentiality of any non-public information obtained in the course of performing services under this Agreement and shall not disclose such information to any third party without the prior written consent of the City unless required by law. Consultant shall take reasonable measures to protect such information from unauthorized use or disclosure.

Consultant shall not make any public statement, press release, social media post, or other public communication regarding the services performed under this Agreement, the City, or this Agreement without the prior approval of the City. Consultant shall conduct itself in a professional manner and shall not engage in conduct that would reasonably be expected to reflect adversely on the City in connection with the performance of services under this Agreement.

6.26 Subcontractors. Consultant shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City, except to the extent subcontracting is expressly authorized in this Agreement. Consultant shall remain fully responsible for the performance of all services under this Agreement and for the acts and omissions of any subcontractors and their employees or agents.

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6.27 Survival. The provisions of this Agreement that by their nature are intended to survive termination or expiration of this Agreement, including but not limited to provisions relating to indemnification, confidentiality, records retention, ownership of work product, and audit rights, shall survive the termination or expiration of this Agreement.

6.28 Artificial Intelligence Use. For purposes of this Agreement, "Artificial Intelligence" or "AI" means a machine-based system, including generative AI, that generates text, images, code, analyses, or other content based on user inputs. Consultant may use AI solely as a supplemental tool in performing the services under this Agreement and shall not rely upon AI as the primary means of performing such services. Consultant is required to disclose its use of AI in performing services under this Agreement within 30 days of the complete execution of this Agreement. Consultant shall ensure that qualified personnel independently review, verify, edit, and approve all AI-generated content before relying upon or submitting such content to the City. If the City reasonably determines that Consultant's use of AI has resulted in work that fails to meet the standard of care applicable under this Agreement, the City may require Consultant to correct the affected services at no additional cost to the City.

7.0 ADDITIONAL TERMS AND CONDITIONS. (City and Consultant initials required at EITHER 7.1 or 7.2, but not both)

7.**1** **Disclosure Required.** By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City's Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City's Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant's disclosure obligations in accordance with the City's Conflict of Interest Code.

City Initials _____

Consultant Initials _____

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

City Initials _____

Consultant Initials Initial JK

[Signatures on the Following Page]

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This Agreement is executed on _____.

IMPACT SCIENCES, INC., a California corporation:

Signed by:
By: Jessica Kirchner
906AFFFF323E483...
Name: JESSICA KIRCHNER
Title: CEO/ Managing Principal

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

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EXHIBIT A
SCOPE OF WORK

Task 1: Environmental Review Document Support

Prepare environmental review documents and associated public notices for projects as required under CEQA, including Initial Studies (IS), Negative Declarations (ND), Mitigated Negative Declarations (MND), Environmental Impact Reports (EIR), and Addenda. Peer review technical studies prepared by others, prepare standalone environmental studies at the direction of the City, and review environmental statements and/or analysis prepared by others. In the event of a project requiring NEPA review, prepare Environmental Assessments (EA) and Environmental Impact Statements (EIS) jointly with federal agency partners, when applicable, in accordance with NEPA.

Task 2: Technical Analysis

Thoroughly evaluate a wide range of environmental issues at technical levels of detail commensurate with the requirements of CEQA/NEPA in the following areas:

a) Aesthetics; and preparation or peer review of Visual Resources Technical Reports.
b) Agriculture and Forestry Resources.
c) Air Quality; and preparation or peer review of Air Quality Technical Reports and Air Health Risk Assessments (construction, haul route, and operations).
d) Biological Resources; and preparation or peer review of Biological Resources Technical Reports (terrestrial and aquatic).
e) Cultural Resources Tribal Cultural Resources; and preparation or peer review of Cultural Resources Technical Reports, and assistance with AB52 and tribal consultation.
f) Energy; and preparation or peer review of Energy Use Technical Reports.
g) Geology and Soils; and preparation or peer review of Geology and Soils Technical Reports.
h) Greenhouse Gas Emissions; and preparation or peer review of Greenhouse Gas Technical Reports.
i) Hazards and Hazardous Materials; and preparation or peer review of Phase I Environmental Site Assessments.
j) Hydrology and Water Quality; and preparation or peer review of Preliminary Drainage Studies and Stormwater Management Plans.
k) Land Use and Planning; and assistance in evaluating consistency with applicable LCP, MMC, and General Plan policies.
l) Mineral Resources.
m) Noise; and preparation or peer review of Noise and Vibration Technical Reports.
n) Population and Housing.
o) Public Services; and assistance with will-serve coordination with LACFD, County Sheriff, WD29, City Public Works, and various utilities.
p) Recreation; and assistance in evaluating construction and operational impacts on public parks and public parking, including consistency with applicable LCP, MMC, and General Plan policies.
q) Sea Level Rise; and preparation or peer review of Sea Level Rise Technical Reports.
r) Transportation; and preparation or peer review of Vehicle Miles Traveled Analyses (utilizing the SCAG Regional Transportation Demand Model) and Transportation Impact

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Studies.

s) Utilities and Service Systems; and preparation or peer review of Utility Infrastructure Studies (wastewater and water) and Water Supply Assessments.
t) Wildfire; and preparation or peer review of Wildfire Reports and Wildfire Evacuation Analyses.

Task 3: Project Coordination, Meetings, and Quality Control

Provide project coordination, meeting support, and quality control for work assignments as follows.

a) Assign a dedicated Project Manager who has extensive experience managing the preparation of an environmental document and environmental analysis.
b) Attend regular project management meetings and calls with City staff and/or City consultants (may be in-person and/or virtual).
c) Attend working review sessions associated with the environmental document preparation (may be in-person and/or virtual).
d) Attend stakeholder meetings (may be in-person and/or virtual).
e) Provide public hearing agenda report support and PowerPoint preparation assistance to City staff and/or City consultants.
f) Attend public hearings.
g) Effectively manage work assignments, schedules, and budget.
h) Provide the City with a monthly status report documenting the work performed during the prior month and the work expected to be completed in the next month.
i) Provide comprehensive and diligent Quality Assurance (QA) and Quality Control (QC) of all documents prepared, including technical studies and appendices; and ensure an adequate level of information, explanation, and conclusions in all documents as required by CEQA and NEPA.
j) Ensure that the QA/QC process addresses all issues with document formatting, consistency of terms, grammar, abbreviations, and typographical issues.
k) Implement measures to ensure version control is maintained by all reviewing parties and to ensure that tracked changes/comments are managed and addressed adequately.
l) Diligently work to ensure that all environmental sections of a document are efficient, organized, and formatted for ease of review by the general public, and void of unnecessary repetitive information.
m) Ensure the conclusions in all environmental sections are based on supportive analysis and/or justifications, include clear and concise statements of thresholds and methodologies, and adequately describe a project's impact on each threshold.
n) For MNDs and EIRs, ensure that all mitigation measures proposed are legally sufficient and defensible, as required by CEQA, including: 1) an explanation why the mitigation measure is needed; 2) who would be responsible to perform the mitigation measure; 3) timing for when the mitigation measure should be completed; and 4) monitoring provisions and/or who would be responsible for completing the monitoring.
o) For EIRs, facilitate the public scoping meeting in coordination with City staff and/or City consultants, including preparation and delivery of a PowerPoint presentation, obtaining comments, and keeping of meeting notes.

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Task 4: Mitigation Measures Development, Monitoring, and Tracking

Assist in the development, monitoring, and tracking of mitigation measures and/or special conditions for development projects.

Task 5: Tracking and Analysis of CEQA/NEPA Legislation, Regulation, Case Law, and Guidance Updates

Perform review and analysis of existing, proposed, or potential federal, state, and local-related laws, regulations, and guidance and their applicability to the City and development projects in the City. Tasks may include preparation of comments, summaries, and/or detailed descriptions of findings and recommendations; and attendance/participation at public meetings, hearings and workshops in support or on behalf of City staff.

Task 6: Environmental Review Support for Grant Applications

Prepare environmental review documents and/or technical studies to support City-prepared applications for state and federal grants and/or projects for which the City has been awarded grant funding, in accordance with the funding agency's procedures and guidance, including, but not limited to FEMA, Caltrans, Ocean Protection Council, California Coastal Commission, South Coast Air Quality Management District, and the California Energy Commission.

Task 7: Training Sessions, Workshops, and Presentations

Prepare and/or provide training sessions, workshops, or presentations to City staff and City consultants related to CEQA/NEPA policies, assessments, and methodologies.

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EXHIBIT B
COMPENSATION FOR SERVICES

The Consultant will be paid for professional services rendered and costs incurred pursuant to this Agreement in accordance with this 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.

Prior to commencing work for the City of Malibu by the Consultant, written authorization must be granted by the Community Development Director or his or her designee.

Compensation for a 2-Year Term: $500,000
Applicant-Funded Services: Consultant shall be paid from separate applicant deposits established for the applicable project in accordance with this Agreement and is independent of the above compensation amount.

Hourly Rates

Impact Sciences

Staff Classification	Hourly Rate
Principal/Managing Principal	$320
Associate Principal	$290
Technical Director	$290
Senior Project Manager	$225
Project Manager	$200
Senior Technical Specialist	$185
Quality Assurance / Quality Control	$200
Technical Specialist	$180
GIS Technician	$175
Planner	$170
Assistant Technical Specialist	$140
Publications Manager	$140
Graphics	$140
Publications	$140
Associate Planner	$135
Clerical/Administrative	$100

Subcontractor Hourly Rates

CR Associates

Staff Classification	Hourly Rate
Principal I	$325
Senior Professional III	$295
Senior Professional I	$250
Professional II	$225
Analyst II	$165
Analyst I	$145
Intern	$105
Admin/Graphics	$120

Dudek

Staff Classification	Hourly Rate
Project Director / Environmental	$350
Senior Specialist V	$290

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Staff Classification	Hourly Rate
Senior Specialist I	$230
Analyst IV	$155
Analyst III	$145

ENGEO

Staff Classification	Hourly Rate
Principal	$440
Associate Engineer / Geologist	$360
Project Engineer / Geologist	$270
CAD/GIS	$257
Project Assistant / WP	$190

Pax Environmental

Staff Classification	Hourly Rate
Principal	$185
Project Management	$162
Senior Biologist	$138
Senior Archeologist	$135
Associate Biologist	$121
Associate Archeologist	$116
GIS Specialist	$139
Technical Editor	$94

Suenram and Associates

Staff Classification	Hourly Rate
Senior Civil Engineer	$217
Technical Lead	$177
Engineer III	$138

Non-Billable Administrative Overhead

The Consultant will bill only for time spent performing assigned professional work. All other activities associated with carrying out the contract are not billable and are therefore considered overhead or administrative functions contained within the hourly rate. Typical examples of non-billable overhead activities are:

- Discussion with staff or applicant about the cost of services or to address billing disputes.
- Meetings to discuss work performance, contract, or additional services.
- Preparation of invoices and other administrative clerical services.
- Contract administration, such as preparing or discussing contract amendments.
- Time spent resolving errors in the event the Consultant is responsible.

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EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of City, and prior to commencement of work and/or services under this Agreement, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than 1,000,000 combined single limit for each accident.

Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance (statutory limits) and Employer's Liability insurance (with limits of at least $1,000,000).

Consultant shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

OTHER PROVISIONS OR REQUIREMENTS

Proof of Insurance. Consultant shall provide certificates of insurance and required endorsements to City as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City for the contract period and any additional length of time required thereafter. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of Coverage. Consultant shall procure and maintain for the contract period, and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss which may arise from or in connection with the performance of the Work hereunder by Consultant, their agents, representatives, employees, or subconsultants.

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Primary/Noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self- insurance shall be called upon to protect it as a named insured.

City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of Contract Provisions (Non Estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. If any of the Consultant's insurers are unwilling to provide such notice, then Consultant shall have the

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responsibility of notifying the City immediately in the event of Consultant's failure to renew any of the required insurance coverages, or insurer's cancellation or non-renewal.

Additional Insured Status. General liability, automobile liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies.

Prohibition Of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of Insureds. A severability of interests' provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. Consultant agrees to ensure that any approved subconsultants, subcontractors, and any other party who is brought onto or involved in the project/service by Consultant (hereinafter collectively "Subcontractor"), provide the same minimum insurance coverage and endorsements required of Consultant under this Agreement. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. However, in the event Consultant's Subcontractor cannot comply with this requirement, which proof must be submitted to the City, Consultant may still be able to utilize the Subcontractor provided Consultant shall be required to ensure that its Subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Subcontractor's scope of work and services, with limits less than required of the Consultant, but in all other terms consistent with the Consultant's requirements under this Agreement. This provision does not relieve the Consultant of its contractual obligations under the Agreement and/or limit its liability to the amount of insurance coverage provided by its subcontractors. This provision is intended solely to provide Consultant with the ability to utilize a Subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the Consultant under this Agreement given the limited scope of work or services provided by the subcontractor. Consultant agrees that upon request, all agreements with Subcontractors, and others engaged in the project and/or services, will be submitted to City for review.

City's Right to Revise Specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days' advance written notice of such change. If such a change results in substantial additional costs to the Consultant, the City and Consultant may renegotiate the Consultant's compensation.

Self-Insured Retentions. Any self-insured retentions must be declared to and approved by the City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible, or require proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention through confirmation from the underwriter.

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Timely Notice Of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance. The consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

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PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is made and entered into as of August 10, 2026 by and between the City of Malibu, a municipal corporation (hereinafter referred to as the "City"), and PlaceWorks, 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:

R E C I T A L S

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

B. The City desires to contract with Consultant for professional services relating to on-call services including preparation of environmental review documents and technical studies for applicant-sponsored and City-sponsored projects that meet the mandates of California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), and any other applicable laws, regulations, plans, or procedures as more particularly described in Exhibit A.

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

D. The City and the Consultant desire to enter into this Agreement for the Consultant to perform the services described in this Agreement, including those set forth in Exhibit A.

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

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

2.0 TERM OF AGREEMENT. This Agreement will become effective on August 10, 2026, and will remain in effect for a period of two (2) years from said date unless otherwise expressly extended and agreed to by both Parties or terminated by either Party as provided herein.

3.0 CITY AGENT. The City Manager, or his or her designee (collectively, the "City Manager"), for the purposes of this Agreement, is the agent for the City; whenever approval or authorization is required, Consultant understands that the City Manager has the authority, but not the requirement, to provide that approval or authorization.

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4.0 COMPENSATION FOR SERVICES. The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the Scope of Work's fee and cost schedule (Exhibit B). The cost of services shall not exceed $500,000 for the term of the Agreement, except for work performed under an Applicant Deposit, as more particularly described in Section 4.2. No additional compensation shall be paid for any other costs or expenses incurred, unless first approved in writing by the City Manager or designee.

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

4.2 Applicant Deposit means a project where an applicant submits a financial deposit to the City as required by the City's fee schedule or other rule or regulation. City shall have the sole authority to determine whether work performed by the Consultant is subject to this Agreement or an Applicant Deposit. In the event the amount of an Applicant Deposit is less than the accumulated cost of the applicant's project, the Consultant will not be required to continue work on the applicant's project after expiration of a 15-day written notice to City regarding the deposit funding issue. The immediately preceding sentence shall not apply in the event that the City notifies the Consultant that it will continue to compensate the Consultant regardless of the deposit funding issue or the applicant provides an additional financial deposit to the City.

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

5.1 The Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this contract, the Consultant shall not offer, encourage or accept any financial interest in the Consultant's business to or by any City employee or official. This Section 5.1 shall apply to any subcontractor hired by Consultant to perform service under this Agreement.

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

6.0 GENERAL TERMS AND CONDITIONS.

6.1 Termination.

6.1.1 **Termination Without Cause.** Either the City Manager or the Consultant may terminate this Agreement, without cause, by giving the other Party ten (10) days

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written notice of such termination and the effective date thereof. If the City terminates this Agreement without cause, the Consultant shall prepare and shall be entitled to receive compensation pursuant to a close-out bill for services rendered and fees incurred pursuant to this Agreement through the effective date of the notice of termination. If the Consultant terminates this Agreement without cause, the Consultant shall be paid only for those services completed in a manner satisfactory to the City.

6.1.2 **Termination For Cause.** If the Consultant or the City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant or the City violate any of the covenants, agreements, or stipulations of this Agreement, the Consultant or the City shall have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date of such termination. The Consultant shall be entitled to receive compensation in accordance with the terms of this Agreement for any work satisfactorily completed hereunder. Notwithstanding the foregoing, the Consultant shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to off-set anticipated damages.

6.1.3 In the event of any termination hereunder, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of the Consultant under this Agreement shall be immediately returned to the City.

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

6.3 Non-Discrimination. The Consultant shall not discriminate as to race, creed, gender, color, national origin, or sexual orientation in the performance of its services and duties pursuant to this Agreement.

6.4 Insurance. The Consultant shall submit to the City certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement. Consultant further agrees to comply with all provisions in the attached Exhibit C ("Insurance Requirements"), attached hereto and made part of this Agreement.

6.5 Indemnification. To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless City and any and all of its officials, employees, agents, and volunteers ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs, and expenses, including attorney's fees and costs, to the extent they arise out of, pertain to or relate to the negligence, recklessness, or willful misconduct of the Consultant.

Consultant's duty to defend shall consist of reimbursement of defense costs incurred by City in direct proportion to the Consultant's proportionate percentage of fault.

Consultant's percentage of fault, for both indemnity and defense, shall be determined, as applicable, by a court of law, jury, or arbitrator. In the event any loss, liability, or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a

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determination of the Consultant's percentage of fault, and the Parties cannot mutually agree on Consultant's percentage of fault, the Parties agree to mediation with a neutral third-party to determine the Consultant's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the City.

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

6.7 Independent Contractor. This Agreement is by and between the City and the Consultant and is not intended, and shall not be construed, to create the relationship of agency, servant, employee, partnership, joint venture, or association, as between the City and the Consultant.

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

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

6.9 Legal Construction.

a) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced, and governed under the laws of the State of California. Any and all disputes arising from this Agreement shall be decided solely and exclusively by state or federal courts located in Los Angeles County.

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

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

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singular shall refer to and include the plural.

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

6.11 Final Payment Acceptance Constitutes Release. The acceptance by the Consultant of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to the Consultant for anything done, furnished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of the Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

6.12 Corrections. In addition to the above indemnification obligations, the Consultant shall correct, at its own expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans during or after the Term of this Agreement. Should the Consultant fail to make such corrections in a reasonably timely manner, such corrections shall be made by the City, and the cost thereof shall be charged to the Consultant. If the City corrections occur during the Term, such charged costs shall be deducted from amounts otherwise owed to the Consultant. If the corrections occur after the Term and final payment to the Consultant, the amount charged shall be due and payable within 45 days after written notice of the City's invoice.

6.13 Files. All files of the Consultant pertaining to the City shall be and remain the property of the City. The Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

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

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

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of the other Party.

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

6.17 Attorneys' Fees and Costs. The Parties hereto acknowledge and agree that each will bear his/her or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any Party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that Party or those Parties may be entitled.

6.18 Entire Agreement. This Agreement constitutes the whole agreement between the City and the Consultant, and neither Party has made any representations to the other except as expressly contained herein. Neither Party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes, amendments, or modifications to this Agreement must be approved in advance and in writing, and executed by authorized representatives of both the City and the Consultant.

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

CITY:	Joseph D. Irvin City Manager City of Malibu 23825 Stuart Ranch Road Malibu, CA 90265-4861 TEL (310) 456-2489 x 226 FAX (310) 456-2760	**CONSULTANT:**	PlaceWorks, Inc., a California corporation Kara L Kosel Vice President, Finance 700 S. Flower Street, Suite 600 00 S. Flower Street, Suite 600 TEL (213) 623-1443 kkosel@placeworks.com

6.20 Warranty of Authorized Signatories and Acceptance of Facsimile or Electronic Signatures. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered physically or by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

6. 21 Standard of Care. Consultant shall perform all services under this Agreement in accordance with the standard of care ordinarily exercised by members of the same profession practicing under similar circumstances at the same time and in the same or similar locality. Consultant shall perform its services in a timely, competent, and professional manner and in accordance with all applicable laws and regulations.

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6.22 Public Records Act Compliance. Consultant acknowledges that the City is subject to the California Public Records Act (Government Code section 7920.000 et seq.). Consultant agrees to cooperate with the City in responding to any request for records relating to this Agreement or Consultant's performance of services. Consultant shall promptly provide any such records requested by the City and acknowledges that such records may be subject to disclosure unless exempt from disclosure under applicable law.

6.23 Records Retention and Audit. Consultant shall maintain complete and accurate records relating to the performance of services under this Agreement, including all books, documents, papers, and accounting records. Consultant shall retain such records for a period of at least three (3) years following completion or termination of this Agreement, or longer if required by law or by written directive from the City. Upon reasonable notice, the City or its authorized representatives shall have the right to inspect and audit such records during normal business hours.

6.24 Ownership of Work Product. All reports, documents, data, studies, drawings, specifications, maps, photographs, and other materials prepared or assembled by Consultant in connection with the performance of services under this Agreement ("Work Product") shall become the property of the City upon creation and shall be delivered to the City upon request or upon completion or termination of this Agreement. Consultant may retain copies for its files, if and when appropriate, but shall not use or disclose the Work Product for any purpose unrelated to this Agreement without the prior written consent of the City.

6.25 Confidentiality and Public Communications. Consultant shall maintain the confidentiality of any non-public information obtained in the course of performing services under this Agreement and shall not disclose such information to any third party without the prior written consent of the City unless required by law. Consultant shall take reasonable measures to protect such information from unauthorized use or disclosure.

Consultant shall not make any public statement, press release, social media post, or other public communication regarding the services performed under this Agreement, the City, or this Agreement without the prior approval of the City. Consultant shall conduct itself in a professional manner and shall not engage in conduct that would reasonably be expected to reflect adversely on the City in connection with the performance of services under this Agreement.

6.26 Subcontractors. Consultant shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City, except to the extent subcontracting is expressly authorized in this Agreement. Consultant shall remain fully responsible for the performance of all services under this Agreement and for the acts and omissions of any subcontractors and their employees or agents.

6.27 Survival. The provisions of this Agreement that by their nature are intended to survive termination or expiration of this Agreement, including but not limited to provisions relating to indemnification, confidentiality, records retention, ownership of work product, and audit rights, shall survive the termination or expiration of this Agreement.

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6.28 Artificial Intelligence Use. For purposes of this Agreement, "Artificial Intelligence" or "AI" means a machine-based system, including generative AI, that generates text, images, code, analyses, or other content based on user inputs. Consultant may use AI solely as a supplemental tool in performing the services under this Agreement and shall not rely upon AI as the primary means of performing such services. Consultant is required to disclose its use of AI in performing services under this Agreement within 30 days of the complete execution of this Agreement. Consultant shall ensure that qualified personnel independently review, verify, edit, and approve all AI-generated content before relying upon or submitting such content to the City. If the City reasonably determines that Consultant's use of AI has resulted in work that fails to meet the standard of care applicable under this Agreement, the City may require Consultant to correct the affected services at no additional cost to the City.

7.0 ADDITIONAL TERMS AND CONDITIONS. (City and Consultant initials required at EITHER 7.1 or 7.2, but not both)

7.**1 Disclosure Required.** By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City's Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City's Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant's disclosure obligations in accordance with the City's Conflict of Interest Code.

City Initials _____

Consultant Initials _____

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

City Initials _____

Consultant Initials Initial kk

[Signatures on the Following Page]

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This Agreement is executed on _____.

PLACEWORKS, INC., a California corporation:

Signed by:
By: kara kosel
1EF72BF86609445...
Name: KARA L KOSEL
Title: Vice President, Finance

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

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EXHIBIT A
SCOPE OF WORK

Task 1: Environmental Review Document Support

Prepare environmental review documents and associated public notices for projects as required under CEQA, including Initial Studies (IS), Negative Declarations (ND), Mitigated Negative Declarations (MND), Environmental Impact Reports (EIR), and Addenda. Peer review technical studies prepared by others, prepare standalone environmental studies at the direction of the City, and review environmental statements and/or analysis prepared by others. In the event of a project requiring NEPA review, prepare Environmental Assessments (EA) and Environmental Impact Statements (EIS) jointly with federal agency partners, when applicable, in accordance with NEPA.

Task 2: Technical Analysis

Thoroughly evaluate a wide range of environmental issues at technical levels of detail commensurate with the requirements of CEQA/NEPA in the following areas:

a) Aesthetics; and preparation or peer review of Visual Resources Technical Reports.
b) Agriculture and Forestry Resources.
c) Air Quality; and preparation or peer review of Air Quality Technical Reports and Air Health Risk Assessments (construction, haul route, and operations).
d) Biological Resources; and preparation or peer review of Biological Resources Technical Reports (terrestrial and aquatic).
e) Cultural Resources Tribal Cultural Resources; and preparation or peer review of Cultural Resources Technical Reports, and assistance with AB52 and tribal consultation.
f) Energy; and preparation or peer review of Energy Use Technical Reports.
g) Geology and Soils; and preparation or peer review of Geology and Soils Technical Reports.
h) Greenhouse Gas Emissions; and preparation or peer review of Greenhouse Gas Technical Reports.
i) Hazards and Hazardous Materials; and preparation or peer review of Phase I Environmental Site Assessments.
j) Hydrology and Water Quality; and preparation or peer review of Preliminary Drainage Studies and Stormwater Management Plans.
k) Land Use and Planning; and assistance in evaluating consistency with applicable LCP, MMC, and General Plan policies.
l) Mineral Resources.
m) Noise; and preparation or peer review of Noise and Vibration Technical Reports.
n) Population and Housing.
o) Public Services; and assistance with will-serve coordination with LACFD, County Sheriff, WD29, City Public Works, and various utilities.
p) Recreation; and assistance in evaluating construction and operational impacts on public parks and public parking, including consistency with applicable LCP, MMC, and General Plan policies.
q) Sea Level Rise; and preparation or peer review of Sea Level Rise Technical Reports.
r) Transportation; and preparation or peer review of Vehicle Miles Traveled Analyses (utilizing the SCAG Regional Transportation Demand Model) and Transportation Impact

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Studies.

s) Utilities and Service Systems; and preparation or peer review of Utility Infrastructure Studies (wastewater and water) and Water Supply Assessments.
t) Wildfire; and preparation or peer review of Wildfire Reports and Wildfire Evacuation Analyses.

Task 3: Project Coordination, Meetings, and Quality Control

Provide project coordination, meeting support, and quality control for work assignments as follows.

a) Assign a dedicated Project Manager who has extensive experience managing the preparation of an environmental document and environmental analysis.
b) Attend regular project management meetings and calls with City staff and/or City consultants (may be in-person and/or virtual).
c) Attend working review sessions associated with the environmental document preparation (may be in-person and/or virtual).
d) Attend stakeholder meetings (may be in-person and/or virtual).
e) Provide public hearing agenda report support and PowerPoint preparation assistance to City staff and/or City consultants.
f) Attend public hearings.
g) Effectively manage work assignments, schedules, and budget.
h) Provide the City with a monthly status report documenting the work performed during the prior month and the work expected to be completed in the next month.
i) Provide comprehensive and diligent Quality Assurance (QA) and Quality Control (QC) of all documents prepared, including technical studies and appendices; and ensure an adequate level of information, explanation, and conclusions in all documents as required by CEQA and NEPA.
j) Ensure that the QA/QC process addresses all issues with document formatting, consistency of terms, grammar, abbreviations, and typographical issues.
k) Implement measures to ensure version control is maintained by all reviewing parties and to ensure that tracked changes/comments are managed and addressed adequately.
l) Diligently work to ensure that all environmental sections of a document are efficient, organized, and formatted for ease of review by the general public, and void of unnecessary repetitive information.
m) Ensure the conclusions in all environmental sections are based on supportive analysis and/or justifications, include clear and concise statements of thresholds and methodologies, and adequately describe a project's impact on each threshold.
n) For MNDs and EIRs, ensure that all mitigation measures proposed are legally sufficient and defensible, as required by CEQA, including: 1) an explanation why the mitigation measure is needed; 2) who would be responsible to perform the mitigation measure; 3) timing for when the mitigation measure should be completed; and 4) monitoring provisions and/or who would be responsible for completing the monitoring.
o) For EIRs, facilitate the public scoping meeting in coordination with City staff and/or City consultants, including preparation and delivery of a PowerPoint presentation, obtaining comments, and keeping of meeting notes.

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Task 4: Mitigation Measures Development, Monitoring, and Tracking

Assist in the development, monitoring, and tracking of mitigation measures and/or special conditions for development projects.

Task 5: Tracking and Analysis of CEQA/NEPA Legislation, Regulation, Case Law, and Guidance Updates

Perform review and analysis of existing, proposed, or potential federal, state, and local-related laws, regulations, and guidance and their applicability to the City and development projects in the City. Tasks may include preparation of comments, summaries, and/or detailed descriptions of findings and recommendations; and attendance/participation at public meetings, hearings and workshops in support or on behalf of City staff.

Task 6: Environmental Review Support for Grant Applications

Prepare environmental review documents and/or technical studies to support City-prepared applications for state and federal grants and/or projects for which the City has been awarded grant funding, in accordance with the funding agency's procedures and guidance, including, but not limited to FEMA, Caltrans, Ocean Protection Council, California Coastal Commission, South Coast Air Quality Management District, and the California Energy Commission.

Task 7: Training Sessions, Workshops, and Presentations

Prepare and/or provide training sessions, workshops, or presentations to City staff and City consultants related to CEQA/NEPA policies, assessments, and methodologies.

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EXHIBIT B
COMPENSATION FOR SERVICES

The Consultant will be paid for professional services rendered and costs incurred pursuant to this Agreement in accordance with this 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.

Prior to commencing work for the City of Malibu by the Consultant, written authorization must be granted by the Community Development Director or his or her designee.

Compensation for a 2-Year Term: $500,000
Applicant-Funded Services: Consultant shall be paid from separate applicant deposits established for the applicable project in accordance with this Agreement and is independent of the above compensation amount.

PlaceWorks Hourly Rates

STAFF LEVEL	HOURLY BILL RATE
Principal	$210-$345
Associate Principal	$220-$295
Senior Associate II	$200-$280
Senior Associate I	$160-$240
Associate II	$165-$210
Associate I	$150-$195
Project Planner	$125-$185
Planner	$90-$165
Graphics Specialist	$90-$175
Administrator	$145-$250
Clerical/Word Processing/Technical Editor	$75-$175
Intern	$80-$135

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Subconsultant Rates

Fehr & Peers

Principal	$280.00 - $480.00
Senior Associate	$250.00 - $350.00
Associate	$215.00 - $300.00
Senior Engineer/Planner	$165.00 - $245.00
Engineer/Planner	$150.00 - $205.00
Senior Engineering Technician	$160.00 - $265.00
Senior Project Accountant	$125.00 - $195.00
Senior Project Coordinator	$140.00 - $240.00
Project Coordinator	$115.00 - $195.00
Technician	$155.00 - $200.00
Intern	$105.00 - $135.00

South Environmental

Principal Biologist	$220
Senior Biologist	$189
Biologist 2	$168
Biologist 1	$152
Biological Field Technician	$126
Principal Architectural Historian/Archaeologist/Paleontologist	$210
Senior Architectural Historian/Archaeologist/Paleontologist	$178
Architectural Historian/Archaeologist/Paleontologist 2	$157
Architectural Historian/Archaeologist/Paleontologist 1	$142
Field Technician	$120
GIS Specialist	$168

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GHD

GHD Level	BST10 Code	GHD Name	FY 2027 Std Rate (US & CAN)
A	A001	Senior Technical Director 1	470
A	A002	Senior Technical Director 2	440
A	A003	Senior Technical Director 3	410
A	A004	Technical Director 1	395
A	A005	Technical Director 2	375
A	A006	Senior Professional 1	350
A	A007	Senior Professional 2	325
A	A008	Professional 1	315
A	A009	Professional 2	275
A	A010	Professional 3	255
A	A011	Vacationer / Intern	240
B	B001	Lead Design Technician 1	420
B	B002	Lead Design Technician 2	390
B	B003	Lead Design Technician 3	355
B	B004	Senior Design Technician 1	350
B	B005	Senior Design Technician 2	340
B	B006	Design Technician 1	315
B	B007	Design Technician 2	295
B	B008	Drafting/Design 1	285
B	B009	Drafting/Design 2	250
B	B010	Drafting/Design 3	235
B	B011	Drafting/Design 4	225
B	B012	Intern Drafting/Design	195
C	C001	Business Services Manager 1	360
C	C002	Business Services Manager 2	335
C	C003	Senior Business Services Manager 1	265
C	C004	Senior Business Services Manager 2	250
C	C005	Business Services 1	225
C	C006	Business Services 2	210
C	C007	Business Services 3	170
D	D001	Project Support Manager 1	440
D	D002	Project Support Manager 2	405
D	D003	Senior Project Support 1	375
D	D004	Senior Project Support 2	325
D	D005	Project Support 1	310

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D	D006	Project Support 2	290
D	D007	Project Support 3	275
D	D008	Project Support 4	250
D	D009	Project Support 5	220
D	D010	Project Support 6	170
S	S001	Senior Construction Manager	410
S	S002	Construction Manager	355
S	S003	Lead Site Engineer/Supervisor	315
S	S004	Senior Site Engineer	285
S	S005	Site Engineer	275
S	S006	Lead Inspector	270
S	S007	Senior Inspector	235
S	S008	Inspector / Specialist 1	210
S	S009	Inspector / Specialist 2	190
S	S010	Clerk / Specialist 3	180
S	S011	Senior Site Manager 1	170
S	S012	Senior Site Manager 2	165
S	S013	Senior Site Manager 3	160
S	S014	Senior Site Manager 4	155
S	S015	Operator/Labourer 1	145
S	S016	Operator/Labourer 2	135
S	S017	Operator/Labourer 3	115
V	V001	Executive Consultant 1	570
V	V002	Exectutive Consultant 2	535
V	V003	Senior Consultant 1	450
V	V004	Senior Consultant 2	405
V	V005	Consultant 1	340
V	V006	Consultant 2	280
V	V007	Consultant 3	240

Rate Category:

Professional
Consultant
Technical
Project Support
Site Based
Adminstration

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Hourly Charges for Personnel	
Professional Staff	
Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist	$ 250
Senior Engineer/Geologist/Environmental Scientist	$ 235
Senior Project Engineer/Geologist/Environmental Scientist	$ 220
Project Engineer/Geologist/Environmental Scientist	$ 210
Senior Staff Engineer/Geologist/Environmental Scientist	$ 200
Staff Engineer/Geologist/Environmental Scientist	$ 180
GIS Analyst	$ 160
Technical Illustrator/CAD Operator	$ 140
Field Staff	
Certified Asbestos/Lead Technician	$ 220
Field Operations Manager	$ 150
Nondestructive Examination Technician (UT, MT, LP)	$ 145
Supervisory Technician	$ 140
Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing)	$ 135
Senior Technician	$ 135
Technician	$ 130
Administrative Staff	
Information Specialist	$ 120
Geotechnical/Environmental/Laboratory Assistant	$ 120
Data Processor	$ 95

Other Charges	
Concrete Coring Equipment (includes technician)	$ 190/hr
Anchor Load Test Equipment (includes technician)	$ 190/hr
GPR Equipment	$ 180/hr
Inclinometer	$ 100/hr
Hand Auger Equipment	$ 80/hr
Rebar Locator (Pachometer)	$ 25/hr
Vapor Emission Kit	$ 65/kit
Nuclear Density Gauge	$ 15/hr
X-Ray Fluorescence	$ 70/hr
PID/FID	$ 25/hr
Air Sampling Pump	$ 10/hr
Field Vehicle	$ 15/hr
Equipment	$ 15/hr
Expert Witness Testimony	$ 450/hr
Direct Expenses	Cost plus 15 %

Special equipment charges will be provided upon request.

Non-Billable Administrative Overhead

The Consultant will bill only for time spent performing assigned professional work. All other activities associated with carrying out the contract are not billable and are therefore considered overhead or administrative functions contained within the hourly rate. Typical examples of non-billable overhead activities are:

- Discussion with staff or applicant about the cost of services or to address billing disputes.
- Meetings to discuss work performance, contract, or additional services.
- Preparation of invoices and other administrative clerical services.
- Contract administration, such as preparing or discussing contract amendments.
- Time spent resolving errors in the event the Consultant is responsible.

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EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of City, and prior to commencement of work and/or services under this Agreement, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than 1,000,000 combined single limit for each accident.

Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance (statutory limits) and Employer's Liability insurance (with limits of at least $1,000,000).

Consultant shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

OTHER PROVISIONS OR REQUIREMENTS

Proof of Insurance. Consultant shall provide certificates of insurance and required endorsements to City as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City for the contract period and any additional length of time required thereafter. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of Coverage. Consultant shall procure and maintain for the contract period, and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss which may arise from or in connection with the performance of the Work hereunder by Consultant, their agents, representatives, employees, or subconsultants.

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Primary/Noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self- insurance shall be called upon to protect it as a named insured.

City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of Contract Provisions (Non Estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. If any of the Consultant's insurers are unwilling to provide such notice, then Consultant shall have the

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responsibility of notifying the City immediately in the event of Consultant's failure to renew any of the required insurance coverages, or insurer's cancellation or non-renewal.

Additional Insured Status. General liability, automobile liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies.

Prohibition Of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of Insureds. A severability of interests' provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. Consultant agrees to ensure that any approved subconsultants, subcontractors, and any other party who is brought onto or involved in the project/service by Consultant (hereinafter collectively "Subcontractor"), provide the same minimum insurance coverage and endorsements required of Consultant under this Agreement. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. However, in the event Consultant's Subcontractor cannot comply with this requirement, which proof must be submitted to the City, Consultant may still be able to utilize the Subcontractor provided Consultant shall be required to ensure that its Subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Subcontractor's scope of work and services, with limits less than required of the Consultant, but in all other terms consistent with the Consultant's requirements under this Agreement. This provision does not relieve the Consultant of its contractual obligations under the Agreement and/or limit its liability to the amount of insurance coverage provided by its subcontractors. This provision is intended solely to provide Consultant with the ability to utilize a Subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the Consultant under this Agreement given the limited scope of work or services provided by the subcontractor. Consultant agrees that upon request, all agreements with Subcontractors, and others engaged in the project and/or services, will be submitted to City for review.

City's Right to Revise Specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days' advance written notice of such change. If such a change results in substantial additional costs to the Consultant, the City and Consultant may renegotiate the Consultant's compensation.

Self-Insured Retentions. Any self-insured retentions must be declared to and approved by the City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible, or require proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention through confirmation from the underwriter.

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Timely Notice Of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance. The consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

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PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is made and entered into as of August 10, 2026 by and between the City of Malibu, a municipal corporation (hereinafter referred to as the "City"), and Eyestone-Jones Environmental, LLC, a California limited liability company (hereinafter referred to as "Consultant"). City and Consultant are herein collectively referred to as "Parties" and separately as a "Party".

The City and the Consultant agree as follows:

R E C I T A L S

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

B. The City desires to contract with Consultant for professional services relating to on-call services including preparation of environmental review documents and technical studies for applicant-sponsored and City-sponsored projects that meet the mandates of California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), and any other applicable laws, regulations, plans, or procedures as more particularly described in Exhibit A.

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

D. The City and the Consultant desire to enter into this Agreement for the Consultant to perform the services described in this Agreement, including those set forth in Exhibit A.

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

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

2.0 TERM OF AGREEMENT. This Agreement will become effective on August 10, 2026, and will remain in effect for a period of two (2) years from said date unless otherwise expressly extended and agreed to by both Parties or terminated by either Party as provided herein.

3.0 CITY AGENT. The City Manager, or his or her designee (collectively, the "City Manager"), for the purposes of this Agreement, is the agent for the City; whenever approval or authorization is required, Consultant understands that the City Manager has the authority, but not the requirement, to provide that approval or authorization.

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4.0 COMPENSATION FOR SERVICES. The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the Scope of Work's fee and cost schedule (Exhibit B). The cost of services shall not exceed $500,000 for the term of the Agreement, except for work performed under an Applicant Deposit, as more particularly described in Section 4.2. No additional compensation shall be paid for any other costs or expenses incurred, unless first approved in writing by the City Manager or designee.

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

4.2 Applicant Deposit means a project where an applicant submits a financial deposit to the City as required by the City's fee schedule or other rule or regulation. City shall have the sole authority to determine whether work performed by the Consultant is subject to this Agreement or an Applicant Deposit. In the event the amount of an Applicant Deposit is less than the accumulated cost of the applicant's project, the Consultant will not be required to continue work on the applicant's project after expiration of a 15-day written notice to City regarding the deposit funding issue. The immediately preceding sentence shall not apply in the event that the City notifies the Consultant that it will continue to compensate the Consultant regardless of the deposit funding issue or the applicant provides an additional financial deposit to the City.

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

5.1 The Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this contract, the Consultant shall not offer, encourage or accept any financial interest in the Consultant's business to or by any City employee or official. This Section 5.1 shall apply to any subcontractor hired by Consultant to perform service under this Agreement.

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

6.0 GENERAL TERMS AND CONDITIONS.

6.1 Termination.

6.1.1 **Termination Without Cause.** Either the City Manager or the Consultant may terminate this Agreement, without cause, by giving the other Party ten (10) days

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written notice of such termination and the effective date thereof. If the City terminates this Agreement without cause, the Consultant shall prepare and shall be entitled to receive compensation pursuant to a close-out bill for services rendered and fees incurred pursuant to this Agreement through the effective date of the notice of termination. If the Consultant terminates this Agreement without cause, the Consultant shall be paid only for those services completed in a manner satisfactory to the City.

6.1.2 **Termination For Cause.** If the Consultant or the City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant or the City violate any of the covenants, agreements, or stipulations of this Agreement, the Consultant or the City shall have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date of such termination. The Consultant shall be entitled to receive compensation in accordance with the terms of this Agreement for any work satisfactorily completed hereunder. Notwithstanding the foregoing, the Consultant shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to off-set anticipated damages.

6.1.3 In the event of any termination hereunder, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of the Consultant under this Agreement shall be immediately returned to the City.

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

6.3 Non-Discrimination. The Consultant shall not discriminate as to race, creed, gender, color, national origin, or sexual orientation in the performance of its services and duties pursuant to this Agreement.

6.4 Insurance. The Consultant shall submit to the City certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement. Consultant further agrees to comply with all provisions in the attached Exhibit C ("Insurance Requirements"), attached hereto and made part of this Agreement.

6.5 Indemnification. To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless City and any and all of its officials, employees, agents, and volunteers ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs, and expenses, including attorney's fees and costs, to the extent they arise out of, pertain to or relate to the negligence, recklessness, or willful misconduct of the Consultant.

Consultant's duty to defend shall consist of reimbursement of defense costs incurred by City in direct proportion to the Consultant's proportionate percentage of fault.

Consultant's percentage of fault, for both indemnity and defense, shall be determined, as applicable, by a court of law, jury, or arbitrator. In the event any loss, liability, or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a

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determination of the Consultant's percentage of fault, and the Parties cannot mutually agree on Consultant's percentage of fault, the Parties agree to mediation with a neutral third-party to determine the Consultant's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the City.

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

6.7 Independent Contractor. This Agreement is by and between the City and the Consultant and is not intended, and shall not be construed, to create the relationship of agency, servant, employee, partnership, joint venture, or association, as between the City and the Consultant.

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

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

6.9 Legal Construction.

a) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced, and governed under the laws of the State of California. Any and all disputes arising from this Agreement shall be decided solely and exclusively by state or federal courts located in Los Angeles County.

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

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

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singular shall refer to and include the plural.

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

6.11 Final Payment Acceptance Constitutes Release. The acceptance by the Consultant of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to the Consultant for anything done, furnished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of the Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

6.12 Corrections. In addition to the above indemnification obligations, the Consultant shall correct, at its own expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans during or after the Term of this Agreement. Should the Consultant fail to make such corrections in a reasonably timely manner, such corrections shall be made by the City, and the cost thereof shall be charged to the Consultant. If the City corrections occur during the Term, such charged costs shall be deducted from amounts otherwise owed to the Consultant. If the corrections occur after the Term and final payment to the Consultant, the amount charged shall be due and payable within 45 days after written notice of the City's invoice.

6.13 Files. All files of the Consultant pertaining to the City shall be and remain the property of the City. The Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

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

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

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of the other Party.

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

6.17 Attorneys' Fees and Costs. The Parties hereto acknowledge and agree that each will bear his/her or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any Party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that Party or those Parties may be entitled.

6.18 Entire Agreement. This Agreement constitutes the whole agreement between the City and the Consultant, and neither Party has made any representations to the other except as expressly contained herein. Neither Party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes, amendments, or modifications to this Agreement must be approved in advance and in writing, and executed by authorized representatives of both the City and the Consultant.

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

CITY:	Joseph D. Irvin City Manager City of Malibu 23825 Stuart Ranch Road Malibu, CA 90265-4861 TEL (310) 456-2489 x 226 FAX (310) 456-2760	**CONSULTANT:**	Eyestone-Jones Environmental, LLC, a California limited liability company Stephanie Eyestone-Jones President 101 Continental Blvd., Suite 240 El Segundo, CA 90245 TEL (424) 207-5333 S.Eyestone@EyestoneEIR.com

6.20 Warranty of Authorized Signatories and Acceptance of Facsimile or Electronic Signatures. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered physically or by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

6. 21 Standard of Care. Consultant shall perform all services under this Agreement in accordance with the standard of care ordinarily exercised by members of the same profession practicing under similar circumstances at the same time and in the same or similar locality. Consultant shall perform its services in a timely, competent, and professional manner and in accordance with all applicable laws and regulations.

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6.22 Public Records Act Compliance. Consultant acknowledges that the City is subject to the California Public Records Act (Government Code section 7920.000 et seq.). Consultant agrees to cooperate with the City in responding to any request for records relating to this Agreement or Consultant's performance of services. Consultant shall promptly provide any such records requested by the City and acknowledges that such records may be subject to disclosure unless exempt from disclosure under applicable law.

6.23 Records Retention and Audit. Consultant shall maintain complete and accurate records relating to the performance of services under this Agreement, including all books, documents, papers, and accounting records. Consultant shall retain such records for a period of at least three (3) years following completion or termination of this Agreement, or longer if required by law or by written directive from the City. Upon reasonable notice, the City or its authorized representatives shall have the right to inspect and audit such records during normal business hours.

6.24 Ownership of Work Product. All reports, documents, data, studies, drawings, specifications, maps, photographs, and other materials prepared or assembled by Consultant in connection with the performance of services under this Agreement ("Work Product") shall become the property of the City upon creation and shall be delivered to the City upon request or upon completion or termination of this Agreement. Consultant may retain copies for its files, if and when appropriate, but shall not use or disclose the Work Product for any purpose unrelated to this Agreement without the prior written consent of the City.

6.25 Confidentiality and Public Communications. Consultant shall maintain the confidentiality of any non-public information obtained in the course of performing services under this Agreement and shall not disclose such information to any third party without the prior written consent of the City unless required by law. Consultant shall take reasonable measures to protect such information from unauthorized use or disclosure.

Consultant shall not make any public statement, press release, social media post, or other public communication regarding the services performed under this Agreement, the City, or this Agreement without the prior approval of the City. Consultant shall conduct itself in a professional manner and shall not engage in conduct that would reasonably be expected to reflect adversely on the City in connection with the performance of services under this Agreement.

6.26 Subcontractors. Consultant shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City, except to the extent subcontracting is expressly authorized in this Agreement. Consultant shall remain fully responsible for the performance of all services under this Agreement and for the acts and omissions of any subcontractors and their employees or agents.

6.27 Survival. The provisions of this Agreement that by their nature are intended to survive termination or expiration of this Agreement, including but not limited to provisions relating to indemnification, confidentiality, records retention, ownership of work product, and audit rights, shall survive the termination or expiration of this Agreement.

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6.28 Artificial Intelligence Use. For purposes of this Agreement, "Artificial Intelligence" or "AI" means a machine-based system, including generative AI, that generates text, images, code, analyses, or other content based on user inputs. Consultant may use AI solely as a supplemental tool in performing the services under this Agreement and shall not rely upon AI as the primary means of performing such services. Consultant is required to disclose its use of AI in performing services under this Agreement within 30 days of the complete execution of this Agreement. Consultant shall ensure that qualified personnel independently review, verify, edit, and approve all AI-generated content before relying upon or submitting such content to the City. If the City reasonably determines that Consultant's use of AI has resulted in work that fails to meet the standard of care applicable under this Agreement, the City may require Consultant to correct the affected services at no additional cost to the City.

7.0 ADDITIONAL TERMS AND CONDITIONS. (City and Consultant initials required at EITHER 7.1 or 7.2, but not both)

7.**1 Disclosure Required.** By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City's Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City's Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant's disclosure obligations in accordance with the City's Conflict of Interest Code.

City Initials _____

Consultant Initials _____

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

City Initials _____

Consultant Initials _____ DS

[Signatures on the Following Page]

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This Agreement is executed on _____.

EYESTONE-JONES ENVIRONMENTAL, LLC, a California limited liability company:

DocuSigned by:
By: _____
AD323C0A30944BB...
Name: STEPHANIE EYESTONE-JONES
Title: President

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

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EXHIBIT A
SCOPE OF WORK

Task 1: Environmental Review Document Support

Prepare environmental review documents and associated public notices for projects as required under CEQA, including Initial Studies (IS), Negative Declarations (ND), Mitigated Negative Declarations (MND), Environmental Impact Reports (EIR), and Addenda. Peer review technical studies prepared by others, prepare standalone environmental studies at the direction of the City, and review environmental statements and/or analysis prepared by others. In the event of a project requiring NEPA review, prepare Environmental Assessments (EA) and Environmental Impact Statements (EIS) jointly with federal agency partners, when applicable, in accordance with NEPA.

Task 2: Technical Analysis

Thoroughly evaluate a wide range of environmental issues at technical levels of detail commensurate with the requirements of CEQA/NEPA in the following areas:

a) Aesthetics; and preparation or peer review of Visual Resources Technical Reports.
b) Agriculture and Forestry Resources.
c) Air Quality; and preparation or peer review of Air Quality Technical Reports and Air Health Risk Assessments (construction, haul route, and operations).
d) Biological Resources; and preparation or peer review of Biological Resources Technical Reports (terrestrial and aquatic).
e) Cultural Resources Tribal Cultural Resources; and preparation or peer review of Cultural Resources Technical Reports, and assistance with AB52 and tribal consultation.
f) Energy; and preparation or peer review of Energy Use Technical Reports.
g) Geology and Soils; and preparation or peer review of Geology and Soils Technical Reports.
h) Greenhouse Gas Emissions; and preparation or peer review of Greenhouse Gas Technical Reports.
i) Hazards and Hazardous Materials; and preparation or peer review of Phase I Environmental Site Assessments.
j) Hydrology and Water Quality; and preparation or peer review of Preliminary Drainage Studies and Stormwater Management Plans.
k) Land Use and Planning; and assistance in evaluating consistency with applicable LCP, MMC, and General Plan policies.
l) Mineral Resources.
m) Noise; and preparation or peer review of Noise and Vibration Technical Reports.
n) Population and Housing.
o) Public Services; and assistance with will-serve coordination with LACFD, County Sheriff, WD29, City Public Works, and various utilities.
p) Recreation; and assistance in evaluating construction and operational impacts on public parks and public parking, including consistency with applicable LCP, MMC, and General Plan policies.
q) Sea Level Rise; and preparation or peer review of Sea Level Rise Technical Reports.
r) Transportation; and preparation or peer review of Vehicle Miles Traveled Analyses (utilizing the SCAG Regional Transportation Demand Model) and Transportation Impact

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Studies.

s) Utilities and Service Systems; and preparation or peer review of Utility Infrastructure Studies (wastewater and water) and Water Supply Assessments.
t) Wildfire; and preparation or peer review of Wildfire Reports and Wildfire Evacuation Analyses.

Task 3: Project Coordination, Meetings, and Quality Control

Provide project coordination, meeting support, and quality control for work assignments as follows.

a) Assign a dedicated Project Manager who has extensive experience managing the preparation of an environmental document and environmental analysis.
b) Attend regular project management meetings and calls with City staff and/or City consultants (may be in-person and/or virtual).
c) Attend working review sessions associated with the environmental document preparation (may be in-person and/or virtual).
d) Attend stakeholder meetings (may be in-person and/or virtual).
e) Provide public hearing agenda report support and PowerPoint preparation assistance to City staff and/or City consultants.
f) Attend public hearings.
g) Effectively manage work assignments, schedules, and budget.
h) Provide the City with a monthly status report documenting the work performed during the prior month and the work expected to be completed in the next month.
i) Provide comprehensive and diligent Quality Assurance (QA) and Quality Control (QC) of all documents prepared, including technical studies and appendices; and ensure an adequate level of information, explanation, and conclusions in all documents as required by CEQA and NEPA.
j) Ensure that the QA/QC process addresses all issues with document formatting, consistency of terms, grammar, abbreviations, and typographical issues.
k) Implement measures to ensure version control is maintained by all reviewing parties and to ensure that tracked changes/comments are managed and addressed adequately.
l) Diligently work to ensure that all environmental sections of a document are efficient, organized, and formatted for ease of review by the general public, and void of unnecessary repetitive information.
m) Ensure the conclusions in all environmental sections are based on supportive analysis and/or justifications, include clear and concise statements of thresholds and methodologies, and adequately describe a project's impact on each threshold.
n) For MNDs and EIRs, ensure that all mitigation measures proposed are legally sufficient and defensible, as required by CEQA, including: 1) an explanation why the mitigation measure is needed; 2) who would be responsible to perform the mitigation measure; 3) timing for when the mitigation measure should be completed; and 4) monitoring provisions and/or who would be responsible for completing the monitoring.
o) For EIRs, facilitate the public scoping meeting in coordination with City staff and/or City consultants, including preparation and delivery of a PowerPoint presentation, obtaining comments, and keeping of meeting notes.

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Task 4: Mitigation Measures Development, Monitoring, and Tracking

Assist in the development, monitoring, and tracking of mitigation measures and/or special conditions for development projects.

Task 5: Tracking and Analysis of CEQA/NEPA Legislation, Regulation, Case Law, and Guidance Updates

Perform review and analysis of existing, proposed, or potential federal, state, and local-related laws, regulations, and guidance and their applicability to the City and development projects in the City. Tasks may include preparation of comments, summaries, and/or detailed descriptions of findings and recommendations; and attendance/participation at public meetings, hearings and workshops in support or on behalf of City staff.

Task 6: Environmental Review Support for Grant Applications

Prepare environmental review documents and/or technical studies to support City-prepared applications for state and federal grants and/or projects for which the City has been awarded grant funding, in accordance with the funding agency's procedures and guidance, including, but not limited to FEMA, Caltrans, Ocean Protection Council, California Coastal Commission, South Coast Air Quality Management District, and the California Energy Commission.

Task 7: Training Sessions, Workshops, and Presentations

Prepare and/or provide training sessions, workshops, or presentations to City staff and City consultants related to CEQA/NEPA policies, assessments, and methodologies.

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EXHIBIT B
COMPENSATION FOR SERVICES

The Consultant will be paid for professional services rendered and costs incurred pursuant to this Agreement in accordance with this 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.

Prior to commencing work for the City of Malibu by the Consultant, written authorization must be granted by the Community Development Director or his or her designee.

Compensation for a 2-Year Term: $500,000
Applicant-Funded Services: Consultant shall be paid from separate applicant deposits established for the applicable project in accordance with this Agreement and is independent of the above compensation amount.

Hourly Rates

President	$255.00
Managing Principal	$200.00
Director of Air Quality	$200.00
Principal Planner/Principal Engineer	$180.00
Senior Planner	$155.00
Planner	$135.00
Associate Planner	$125.00
Assistant Planner	$115.00
Intern/Research Assistant	$70.00
Graphics/GIS Specialist	$100.00
Accounting Associate	$95.00
Publications Specialist	$100.00

Subconsultant Rates

Francis Krahe & Associates

Personnel	Hourly Rate
Principal	$450.00
Sr. Associate	$300.00
Associate	$250.00
Sr. Designer	$200.00
Sr. Project Manager	$200.00
Project Manager	$175.00
Project Designer	$175.00
Designer	$150.00
Draftsperson	$125.00
Clerical	$125.00

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ECORP Consulting

Principal V	$450
Principal IV	$370
Principal III	$315
Principal II	$270
Principal I	$250
Professional XI	$270
Professional X	$245
Professional IX	$225
Professional VIII	$210
Professional VII	$195
Professional VI	$185
Professional V	$175
Professional IV	$160
Professional III	$145
Professional II	$135
Professional I	$125
Technician IV	$120
Technician III	$115
Technician II	$105
Technician I	$95
Project Admin III	$135
Project Admin II	$115
Project Admin I	$105

SWCA

LABOR RATES			
LABOR CATEGORY	HOURLY RATE	LABOR CATEGORY	HOURLY RATE
Cultural Resources, Paleontological Resources, GIS/CADD Resources, Technical Writing/Editing, Training/Facilitating, Graphics/Media Production, Administrative			
Specialist I	$79.00	Specialist IX	$174.00
Specialist II	$94.00	Specialist X	$195.00
Specialist III	$107.00	Specialist XI	$213.00
Specialist IV	$117.00	Specialist XII	$233.00
Specialist V	$127.00	Subject Matter Expert I	$237.00
Specialist VI	$141.00	Subject Matter Expert II	$249.00
Specialist VII	$151.00	Subject Matter Expert III	$276.00
Specialist VIII	$163.00	Subject Matter Expert IV	$302.00

Acoustical Engineering Services

Consultant	Hourly Rate
Principal Consultant	$280
Senior Consultant	$260
Consultant	$195

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Historic Resources Group

Managing Principal/Principal Architect	$250
Senior Staff *Architectural Historian/Preservation Planner/Architect/ Historic Preservation Specialist*	$175
Staff *Architectural Historian/Preservation Planner/Architect/ GIS Specialist*	$125
Associate Staff *Architectural Historian/Preservation Planner/ Architect*	$100
Research/Intern	$75

Geosyntec Consultants

Staff Professional	$185
Senior Staff Professional	$210
Professional	$239
Project Professional	$268
Senior Professional	$300
Principal	$325
Senior Principal	$345
Technician I	$100
Technician II	$110
Senior Technician I	$120
Senior Technician II	$132
Site Manager I	$142
Site Manager II	$162
Construction Manager I	$174
Construction Manager II	$189
Senior Designer	$225
Designer	$190
Senior Drafter/Senior CADD Operator	$175
Drafter/CADD Operator/Artist	$158
Project Administrator	$104
Clerical	$ 84

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GHD

GHD Level	BST10 Code	GHD Name	FY 2027 Std Rate (US & CAN)
A	A001	Senior Technical Director 1	470
A	A002	Senior Technical Director 2	440
A	A003	Senior Technical Director 3	410
A	A004	Technical Director 1	395
A	A005	Technical Director 2	375
A	A006	Senior Professional 1	350
A	A007	Senior Professional 2	325
A	A008	Professional 1	315
A	A009	Professional 2	275
A	A010	Professional 3	255
A	A011	Vacationer / Intern	240
B	B001	Lead Design Technician 1	420
B	B002	Lead Design Technician 2	390
B	B003	Lead Design Technician 3	355
B	B004	Senior Design Technician 1	350
B	B005	Senior Design Technician 2	340
B	B006	Design Technician 1	315
B	B007	Design Technician 2	295
B	B008	Drafting/Design 1	285
B	B009	Drafting/Design 2	250
B	B010	Drafting/Design 3	235
B	B011	Drafting/Design 4	225
B	B012	Intern Drafting/Design	195
C	C001	Business Services Manager 1	360
C	C002	Business Services Manager 2	335
C	C003	Senior Business Services Manager 1	265
C	C004	Senior Business Services Manager 2	250
C	C005	Business Services 1	225
C	C006	Business Services 2	210
C	C007	Business Services 3	170
D	D001	Project Support Manager 1	440
D	D002	Project Support Manager 2	405
D	D003	Senior Project Support 1	375
D	D004	Senior Project Support 2	325
D	D005	Project Support 1	310

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Gibson Transportation Consulting

Principal	$325
Senior Associate	$195-$225
Associate	$155-$175
Principal/Administrative Manager	$175
Technician	$135

KPFF Consulting Engineers

PRINCIPAL-IN-CHARGE	$310.00
SENIOR CIVIL ENGINEER	$250.00
PROJECT MANAGER	$230.00
PROJECT ENGINEER/PROJECT SURVEYOR	$195.00
DESIGN ENGINEER/SURVEY ANALYST	$180.00
CHIEF CAD OPERATOR	$205.00
DRAFTER/CAD OPERATOR	$180.00
PROJECT COORDINATOR	$180.00
ADMINISTRATIVE SUPPORT	$125.00

FIELD SURVEY

(Prevailing wage rates available upon request)

ONE-PERSON SURVEY CREW	$210.00
TWO-PERSON SURVEY CREW	$290.00
THREE-PERSON SURVEY CREW	$335.00

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DUDEK

Engineering Services

Project Director	$350.00/hr
Principal Engineer III	$330.00/hr
Principal Engineer II	$310.00/hr
Principal Engineer I	$300.00/hr
Program Manager	$285.00/hr
Senior Project Manager	$285.00/hr
Project Manager	$275.00/hr
Senior Engineer III	$270.00/hr
Senior Engineer II	$260.00/hr
Senior Engineer I	$250.00/hr
Project Engineer IV/Technician IV	$240.00/hr
Project Engineer III/Technician III	$230.00/hr
Project Engineer II/Technician II	$215.00/hr
Project Engineer I/Technician I	$200.00/hr
3D Production Manager	$225.00/hr
Senior Designer II	$220.00/hr
Senior Designer I	$210.00/hr
Designer	$195.00/hr
Assistant Designer	$190.00/hr
CADD Operator III	$210.00/hr
CADD Operator II	$205.00/hr
CADD Operator I	$165.00/hr
CADD Drafter	$185.00/hr
CADD Technician	$135.00/hr
Project Coordinator II	$165.00/hr
Project Coordinator I	$135.00/hr
Engineering Assistant	$130.00/hr

Environmental Services

Senior Project Director	$375.00/hr
Project Director	$350.00/hr
Senior Specialist V	$290.00/hr
Senior Specialist IV	$275.00/hr
Senior Specialist III	$260.00/hr
Senior Specialist II	$245.00/hr
Senior Specialist I	$230.00/hr
Specialist V	$220.00/hr
Specialist IV	$205.00/hr
Specialist III	$195.00/hr
Specialist II	$185.00/hr
Specialist I	$175.00/hr
Analyst V	$165.00/hr
Analyst IV	$155.00/hr
Analyst III	$145.00/hr
Analyst II	$135.00/hr
Analyst I	$115.00/hr
Technician IV	$105.00/hr
Technician III	$95.00/hr
Technician II	$85.00/hr
Technician I	$75.00/hr
Project Coordinator II	$165.00/hr
Project Coordinator I	$135.00/hr

Mapping and Surveying Services

UAS Pilot	$180.00/hr
Survey Lead	$310.00/hr
Survey Manager	$270.00/hr
Survey Crew Chief	$205.00/hr
Survey Rod Person	$155.00/hr
Survey Mapping Technician	$145.00/hr

Construction Management Services

Principal Manager	$225.00/hr
Senior Construction Manager	$195.00/hr
Senior Project Manager	$190.00/hr
Construction Manager	$190.00/hr
Project Manager/Construction Management	$180.00/hr
Resident Engineer	$175.00/hr
Construction Engineer	$180.00/hr
On-site Owner's Representative	$165.00/hr
Prevailing Wage Inspector	$165.00/hr
Construction Inspector	$155.00/hr
Administrator/Labor Compliance	$130.00/hr

Hydrogeology/HazWaste Services

Project Director	$350.00/hr
Principal Hydrogeologist/Engineer III	$330.00/hr
Principal Hydrogeologist/Engineer II	$320.00/hr
Principal Hydrogeologist/Engineer I	$310.00/hr
Senior Hydrogeologist V/Engineer V	$285.00/hr
Senior Hydrogeologist IV/Engineer IV	$275.00/hr
Senior Hydrogeologist III/Engineer III	$265.00/hr
Senior Hydrogeologist II/Engineer II	$255.00/hr
Senior Hydrogeologist I/Engineer I	$245.00/hr
Project Hydrogeologist V/Engineer V	$235.00/hr
Project Hydrogeologist IV/Engineer IV	$225.00/hr
Project Hydrogeologist III/Engineer III	$215.00/hr
Project Hydrogeologist II/Engineer II	$205.00/hr
Project Hydrogeologist I/Engineer I	$195.00/hr
Hydrogeologist/Engineering Assistant	$150.00/hr
HazMat Field Technician	$140.00/hr

District Management & Operations

District General Manager	$225.00/hr
District Engineer	$230.00/hr
Operations Manager	$170.00/hr
District Secretary/Accountant	$155.00/hr
Collections System Manager	$155.00/hr
Grade V Operator	$145.00/hr
Grade IV Operator	$130.00/hr
Grade III Operator	$120.00/hr
Grade II Operator	$100.00/hr
Grade I Operator	$95.00/hr
Operator in Training	$85.00/hr
Collection Maintenance Worker	$90.00/hr

Project Delivery Services

Technology Specialist II	$245.00/hr
Technology Specialist I	$190.00/hr
GIS Analyst V	$220.00/hr
GIS Analyst IV	$200.00/hr
GIS Analyst III	$185.00/hr
GIS Analyst II	$145.00/hr
GIS Analyst I	$130.00/hr
Creative Services IV	$190.00/hr
Creative Services III	$165.00/hr
Creative Services II	$150.00/hr
Creative Services I	$135.00/hr
Technical Editor IV	$190.00/hr
Technical Editor III	$165.00/hr
Technical Editor II	$155.00/hr
Technical Editor I	$135.00/hr
Publications Specialist IV	$140.00/hr
Publications Specialist III	$130.00/hr
Publications Specialist II	$120.00/hr
Publications Specialist I	$110.00/hr
Clerical Administration	$100.00/hr

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Non-Billable Administrative Overhead

The Consultant will bill only for time spent performing assigned professional work. All other activities associated with carrying out the contract are not billable and are therefore considered overhead or administrative functions contained within the hourly rate. Typical examples of non-billable overhead activities are:

- Discussion with staff or applicant about the cost of services or to address billing disputes.
- Meetings to discuss work performance, contract, or additional services.
- Preparation of invoices and other administrative clerical services.
- Contract administration, such as preparing or discussing contract amendments.
- Time spent resolving errors in the event the Consultant is responsible.

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EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of City, and prior to commencement of work and/or services under this Agreement, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than 1,000,000 combined single limit for each accident.

Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance (statutory limits) and Employer's Liability insurance (with limits of at least $1,000,000).

Consultant shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

OTHER PROVISIONS OR REQUIREMENTS

Proof of Insurance. Consultant shall provide certificates of insurance and required endorsements to City as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City for the contract period and any additional length of time required thereafter. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of Coverage. Consultant shall procure and maintain for the contract period, and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss which may arise from or in connection with the performance of the Work hereunder by Consultant, their agents, representatives, employees, or subconsultants.

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Primary/Noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self- insurance shall be called upon to protect it as a named insured.

City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of Contract Provisions (Non Estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. If any of the Consultant's insurers are unwilling to provide such notice, then Consultant shall have the

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responsibility of notifying the City immediately in the event of Consultant's failure to renew any of the required insurance coverages, or insurer's cancellation or non-renewal.

Additional Insured Status. General liability, automobile liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies.

Prohibition Of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of Insureds. A severability of interests' provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. Consultant agrees to ensure that any approved subconsultants, subcontractors, and any other party who is brought onto or involved in the project/service by Consultant (hereinafter collectively "Subcontractor"), provide the same minimum insurance coverage and endorsements required of Consultant under this Agreement. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. However, in the event Consultant's Subcontractor cannot comply with this requirement, which proof must be submitted to the City, Consultant may still be able to utilize the Subcontractor provided Consultant shall be required to ensure that its Subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Subcontractor's scope of work and services, with limits less than required of the Consultant, but in all other terms consistent with the Consultant's requirements under this Agreement. This provision does not relieve the Consultant of its contractual obligations under the Agreement and/or limit its liability to the amount of insurance coverage provided by its subcontractors. This provision is intended solely to provide Consultant with the ability to utilize a Subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the Consultant under this Agreement given the limited scope of work or services provided by the subcontractor. Consultant agrees that upon request, all agreements with Subcontractors, and others engaged in the project and/or services, will be submitted to City for review.

City's Right to Revise Specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days' advance written notice of such change. If such a change results in substantial additional costs to the Consultant, the City and Consultant may renegotiate the Consultant's compensation.

Self-Insured Retentions. Any self-insured retentions must be declared to and approved by the City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible, or require proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention through confirmation from the underwriter.

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Timely Notice Of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance. The consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

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PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is made and entered into as of August 10, 2026 by and between the City of Malibu, a municipal corporation (hereinafter referred to as the "City"), and SWCA Environmental Consultants, Inc., an Arizona 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:

R E C I T A L S

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

B. The City desires to contract with Consultant for professional services relating to on-call services including preparation of environmental review documents and technical studies for applicant-sponsored and City-sponsored projects that meet the mandates of California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), and any other applicable laws, regulations, plans, or procedures as more particularly described in Exhibit A.

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

D. The City and the Consultant desire to enter into this Agreement for the Consultant to perform the services described in this Agreement, including those set forth in Exhibit A.

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

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

2.0 TERM OF AGREEMENT. This Agreement will become effective on August 10, 2026, and will remain in effect for a period of two (2) years from said date unless otherwise expressly extended and agreed to by both Parties or terminated by either Party as provided herein.

3.0 CITY AGENT. The City Manager, or his or her designee (collectively, the "City Manager"), for the purposes of this Agreement, is the agent for the City; whenever approval or authorization is required, Consultant understands that the City Manager has the authority, but not the requirement, to provide that approval or authorization.

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4.0 COMPENSATION FOR SERVICES. The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the Scope of Work's fee and cost schedule (Exhibit B). The cost of services shall not exceed $500,000 for the term of the Agreement, except for work performed under an Applicant Deposit, as more particularly described in Section 4.2. No additional compensation shall be paid for any other costs or expenses incurred, unless first approved in writing by the City Manager or designee.

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

4.2 Applicant Deposit means a project where an applicant submits a financial deposit to the City as required by the City's fee schedule or other rule or regulation. City shall have the sole authority to determine whether work performed by the Consultant is subject to this Agreement or an Applicant Deposit. In the event the amount of an Applicant Deposit is less than the accumulated cost of the applicant's project, the Consultant will not be required to continue work on the applicant's project after expiration of a 15-day written notice to City regarding the deposit funding issue. The immediately preceding sentence shall not apply in the event that the City notifies the Consultant that it will continue to compensate the Consultant regardless of the deposit funding issue or the applicant provides an additional financial deposit to the City.

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

5.1 The Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this contract, the Consultant shall not offer, encourage or accept any financial interest in the Consultant's business to or by any City employee or official. This Section 5.1 shall apply to any subcontractor hired by Consultant to perform service under this Agreement.

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

6.0 GENERAL TERMS AND CONDITIONS.

6.1 Termination.

6.1.1 **Termination Without Cause.** Either the City Manager or the Consultant may terminate this Agreement, without cause, by giving the other Party ten (10) days

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written notice of such termination and the effective date thereof. If the City terminates this Agreement without cause, the Consultant shall prepare and shall be entitled to receive compensation pursuant to a close-out bill for services rendered and fees incurred pursuant to this Agreement through the effective date of the notice of termination. If the Consultant terminates this Agreement without cause, the Consultant shall be paid only for those services completed in a manner satisfactory to the City.

6.1.2 **Termination For Cause.** If the Consultant or the City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant or the City violate any of the covenants, agreements, or stipulations of this Agreement, the Consultant or the City shall have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date of such termination. The Consultant shall be entitled to receive compensation in accordance with the terms of this Agreement for any work satisfactorily completed hereunder. Notwithstanding the foregoing, the Consultant shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to off-set anticipated damages.

6.1.3 In the event of any termination hereunder, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of the Consultant under this Agreement shall be immediately returned to the City.

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

6.3 Non-Discrimination. The Consultant shall not discriminate as to race, creed, gender, color, national origin, or sexual orientation in the performance of its services and duties pursuant to this Agreement.

6.4 Insurance. The Consultant shall submit to the City certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement. Consultant further agrees to comply with all provisions in the attached Exhibit C ("Insurance Requirements"), attached hereto and made part of this Agreement.

6.5 Indemnification. To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless City and any and all of its officials, employees, agents, and volunteers ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs, and expenses, including attorney's fees and costs, to the extent they arise out of, pertain to or relate to the negligence, recklessness, or willful misconduct of the Consultant.

Consultant's duty to defend shall consist of reimbursement of defense costs incurred by City in direct proportion to the Consultant's proportionate percentage of fault.

Consultant's percentage of fault, for both indemnity and defense, shall be determined, as applicable, by a court of law, jury, or arbitrator. In the event any loss, liability, or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a

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determination of the Consultant's percentage of fault, and the Parties cannot mutually agree on Consultant's percentage of fault, the Parties agree to mediation with a neutral third-party to determine the Consultant's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the City.

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

6.7 Independent Contractor. This Agreement is by and between the City and the Consultant and is not intended, and shall not be construed, to create the relationship of agency, servant, employee, partnership, joint venture, or association, as between the City and the Consultant.

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

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

6.9 Legal Construction.

a) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced, and governed under the laws of the State of California. Any and all disputes arising from this Agreement shall be decided solely and exclusively by state or federal courts located in Los Angeles County.

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

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

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singular shall refer to and include the plural.

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

6.11 Final Payment Acceptance Constitutes Release. The acceptance by the Consultant of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to the Consultant for anything done, furnished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of the Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

6.12 Corrections. In addition to the above indemnification obligations, the Consultant shall correct, at its own expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans during or after the Term of this Agreement. Should the Consultant fail to make such corrections in a reasonably timely manner, such corrections shall be made by the City, and the cost thereof shall be charged to the Consultant. If the City corrections occur during the Term, such charged costs shall be deducted from amounts otherwise owed to the Consultant. If the corrections occur after the Term and final payment to the Consultant, the amount charged shall be due and payable within 45 days after written notice of the City's invoice.

6.13 Files. All files of the Consultant pertaining to the City shall be and remain the property of the City. The Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

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

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

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

6.17 Attorneys' Fees and Costs. The Parties hereto acknowledge and agree that each will bear his/her or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any Party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that Party or those Parties may be entitled.

6.18 Entire Agreement. This Agreement constitutes the whole agreement between the City and the Consultant, and neither Party has made any representations to the other except as expressly contained herein. Neither Party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes, amendments, or modifications to this Agreement must be approved in advance and in writing, and executed by authorized representatives of both the City and the Consultant.

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

CITY:	Joseph D. Irvin City Manager City of Malibu 23825 Stuart Ranch Road Malibu, CA 90265-4861 TEL (310) 456-2489 x 226 FAX (310) 456-2760	**CONSULTANT:**	SWCA Environmental Consultants, Inc., an Arizona corporation Heather Gibson Vice President, Southern California & Pacific Islands 320 N. Halstead Street, Suite 120 Pasadena, CA 91107 TEL (619) 780-5075 Hgibson@swca.com

6.20 Warranty of Authorized Signatories and Acceptance of Facsimile or Electronic Signatures. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered physically or by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

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6. 21 Standard of Care. Consultant shall perform all services under this Agreement in accordance with the standard of care ordinarily exercised by members of the same profession practicing under similar circumstances at the same time and in the same or similar locality. Consultant shall perform its services in a timely, competent, and professional manner and in accordance with all applicable laws and regulations.

6.22 Public Records Act Compliance. Consultant acknowledges that the City is subject to the California Public Records Act (Government Code section 7920.000 et seq.). Consultant agrees to cooperate with the City in responding to any request for records relating to this Agreement or Consultant's performance of services. Consultant shall promptly provide any such records requested by the City and acknowledges that such records may be subject to disclosure unless exempt from disclosure under applicable law.

6.23 Records Retention and Audit. Consultant shall maintain complete and accurate records relating to the performance of services under this Agreement, including all books, documents, papers, and accounting records. Consultant shall retain such records for a period of at least three (3) years following completion or termination of this Agreement, or longer if required by law or by written directive from the City. Upon reasonable notice, the City or its authorized representatives shall have the right to inspect and audit such records during normal business hours.

6.24 Ownership of Work Product. All reports, documents, data, studies, drawings, specifications, maps, photographs, and other materials prepared or assembled by Consultant in connection with the performance of services under this Agreement ("Work Product") shall become the property of the City upon creation and shall be delivered to the City upon request or upon completion or termination of this Agreement. Consultant may retain copies for its files, if and when appropriate, but shall not use or disclose the Work Product for any purpose unrelated to this Agreement without the prior written consent of the City.

6.25 Confidentiality and Public Communications. Consultant shall maintain the confidentiality of any non-public information obtained in the course of performing services under this Agreement and shall not disclose such information to any third party without the prior written consent of the City unless required by law. Consultant shall take reasonable measures to protect such information from unauthorized use or disclosure.

Consultant shall not make any public statement, press release, social media post, or other public communication regarding the services performed under this Agreement, the City, or this Agreement without the prior approval of the City. Consultant shall conduct itself in a professional manner and shall not engage in conduct that would reasonably be expected to reflect adversely on the City in connection with the performance of services under this Agreement.

6.26 Subcontractors. Consultant shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City, except to the extent subcontracting is expressly authorized in this Agreement. Consultant shall remain fully responsible for the performance of all services under this Agreement and for the acts and omissions of any subcontractors and their employees or agents.

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6.27 Survival. The provisions of this Agreement that by their nature are intended to survive termination or expiration of this Agreement, including but not limited to provisions relating to indemnification, confidentiality, records retention, ownership of work product, and audit rights, shall survive the termination or expiration of this Agreement.

6.28 Artificial Intelligence Use. For purposes of this Agreement, "Artificial Intelligence" or "AI" means a machine-based system, including generative AI, that generates text, images, code, analyses, or other content based on user inputs. Consultant may use AI solely as a supplemental tool in performing the services under this Agreement and shall not rely upon AI as the primary means of performing such services. Consultant is required to disclose its use of AI in performing services under this Agreement within 30 days of the complete execution of this Agreement. Consultant shall ensure that qualified personnel independently review, verify, edit, and approve all AI-generated content before relying upon or submitting such content to the City. If the City reasonably determines that Consultant's use of AI has resulted in work that fails to meet the standard of care applicable under this Agreement, the City may require Consultant to correct the affected services at no additional cost to the City.

7.0 ADDITIONAL TERMS AND CONDITIONS. (City and Consultant initials required at EITHER 7.1 or 7.2, but not both)

7.**1** **Disclosure Required.** By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City's Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City's Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant's disclosure obligations in accordance with the City's Conflict of Interest Code.

City Initials _____

Consultant Initials _____

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

City Initials _____

Consultant Initials Initial HG

[Signatures on the Following Page]

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This Agreement is executed on _____.

SWCA ENVIRONMENTAL CONSULTANTS, INC., an Arizona corporation:

By: Signed by: Heather Gibson 28A6FEEA766342E... _____
Name: HEATHER GIBSON
Title: Vice President, Southern California & Pacific Islands

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

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EXHIBIT A
SCOPE OF WORK

Task 1: Environmental Review Document Support

Prepare environmental review documents and associated public notices for projects as required under CEQA, including Initial Studies (IS), Negative Declarations (ND), Mitigated Negative Declarations (MND), Environmental Impact Reports (EIR), and Addenda. Peer review technical studies prepared by others, prepare standalone environmental studies at the direction of the City, and review environmental statements and/or analysis prepared by others. In the event of a project requiring NEPA review, prepare Environmental Assessments (EA) and Environmental Impact Statements (EIS) jointly with federal agency partners, when applicable, in accordance with NEPA.

Task 2: Technical Analysis

Thoroughly evaluate a wide range of environmental issues at technical levels of detail commensurate with the requirements of CEQA/NEPA in the following areas:

a) Aesthetics; and preparation or peer review of Visual Resources Technical Reports.
b) Agriculture and Forestry Resources.
c) Air Quality; and preparation or peer review of Air Quality Technical Reports and Air Health Risk Assessments (construction, haul route, and operations).
d) Biological Resources; and preparation or peer review of Biological Resources Technical Reports (terrestrial and aquatic).
e) Cultural Resources Tribal Cultural Resources; and preparation or peer review of Cultural Resources Technical Reports, and assistance with AB52 and tribal consultation.
f) Energy; and preparation or peer review of Energy Use Technical Reports.
g) Geology and Soils; and preparation or peer review of Geology and Soils Technical Reports.
h) Greenhouse Gas Emissions; and preparation or peer review of Greenhouse Gas Technical Reports.
i) Hazards and Hazardous Materials; and preparation or peer review of Phase I Environmental Site Assessments.
j) Hydrology and Water Quality; and preparation or peer review of Preliminary Drainage Studies and Stormwater Management Plans.
k) Land Use and Planning; and assistance in evaluating consistency with applicable LCP, MMC, and General Plan policies.
l) Mineral Resources.
m) Noise; and preparation or peer review of Noise and Vibration Technical Reports.
n) Population and Housing.
o) Public Services; and assistance with will-serve coordination with LACFD, County Sheriff, WD29, City Public Works, and various utilities.
p) Recreation; and assistance in evaluating construction and operational impacts on public parks and public parking, including consistency with applicable LCP, MMC, and General Plan policies.
q) Sea Level Rise; and preparation or peer review of Sea Level Rise Technical Reports.
r) Transportation; and preparation or peer review of Vehicle Miles Traveled Analyses (utilizing the SCAG Regional Transportation Demand Model) and Transportation Impact

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Studies.

s) Utilities and Service Systems; and preparation or peer review of Utility Infrastructure Studies (wastewater and water) and Water Supply Assessments.
t) Wildfire; and preparation or peer review of Wildfire Reports and Wildfire Evacuation Analyses.

Task 3: Project Coordination, Meetings, and Quality Control

Provide project coordination, meeting support, and quality control for work assignments as follows.

a) Assign a dedicated Project Manager who has extensive experience managing the preparation of an environmental document and environmental analysis.
b) Attend regular project management meetings and calls with City staff and/or City consultants (may be in-person and/or virtual).
c) Attend working review sessions associated with the environmental document preparation (may be in-person and/or virtual).
d) Attend stakeholder meetings (may be in-person and/or virtual).
e) Provide public hearing agenda report support and PowerPoint preparation assistance to City staff and/or City consultants.
f) Attend public hearings.
g) Effectively manage work assignments, schedules, and budget.
h) Provide the City with a monthly status report documenting the work performed during the prior month and the work expected to be completed in the next month.
i) Provide comprehensive and diligent Quality Assurance (QA) and Quality Control (QC) of all documents prepared, including technical studies and appendices; and ensure an adequate level of information, explanation, and conclusions in all documents as required by CEQA and NEPA.
j) Ensure that the QA/QC process addresses all issues with document formatting, consistency of terms, grammar, abbreviations, and typographical issues.
k) Implement measures to ensure version control is maintained by all reviewing parties and to ensure that tracked changes/comments are managed and addressed adequately.
l) Diligently work to ensure that all environmental sections of a document are efficient, organized, and formatted for ease of review by the general public, and void of unnecessary repetitive information.
m) Ensure the conclusions in all environmental sections are based on supportive analysis and/or justifications, include clear and concise statements of thresholds and methodologies, and adequately describe a project's impact on each threshold.
n) For MNDs and EIRs, ensure that all mitigation measures proposed are legally sufficient and defensible, as required by CEQA, including: 1) an explanation why the mitigation measure is needed; 2) who would be responsible to perform the mitigation measure; 3) timing for when the mitigation measure should be completed; and 4) monitoring provisions and/or who would be responsible for completing the monitoring.
o) For EIRs, facilitate the public scoping meeting in coordination with City staff and/or City consultants, including preparation and delivery of a PowerPoint presentation, obtaining comments, and keeping of meeting notes.

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Task 4: Mitigation Measures Development, Monitoring, and Tracking

Assist in the development, monitoring, and tracking of mitigation measures and/or special conditions for development projects.

Task 5: Tracking and Analysis of CEQA/NEPA Legislation, Regulation, Case Law, and Guidance Updates

Perform review and analysis of existing, proposed, or potential federal, state, and local-related laws, regulations, and guidance and their applicability to the City and development projects in the City. Tasks may include preparation of comments, summaries, and/or detailed descriptions of findings and recommendations; and attendance/participation at public meetings, hearings and workshops in support or on behalf of City staff.

Task 6: Environmental Review Support for Grant Applications

Prepare environmental review documents and/or technical studies to support City-prepared applications for state and federal grants and/or projects for which the City has been awarded grant funding, in accordance with the funding agency's procedures and guidance, including, but not limited to FEMA, Caltrans, Ocean Protection Council, California Coastal Commission, South Coast Air Quality Management District, and the California Energy Commission.

Task 7: Training Sessions, Workshops, and Presentations

Prepare and/or provide training sessions, workshops, or presentations to City staff and City consultants related to CEQA/NEPA policies, assessments, and methodologies.

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EXHIBIT B
COMPENSATION FOR SERVICES

The Consultant will be paid for professional services rendered and costs incurred pursuant to this Agreement in accordance with this 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.

Prior to commencing work for the City of Malibu by the Consultant, written authorization must be granted by the Community Development Director or his or her designee.

Compensation for a 2-Year Term: $500,000
Applicant-Funded Services: Consultant shall be paid from separate applicant deposits established for the applicable project in accordance with this Agreement and is independent of the above compensation amount.

SWCA Hourly Rates

LABOR RATES			
TEAM MEMBER	**TITLE**	**LABOR CATEGORY**	**HOURLY RATE**
Jessica Cleavenger	Principal-in-Charge / Contract Manager	Subject Matter Expert I	$249
Bobbette Biddulph	Senior Environmental Planner	Subject Matter Expert I	$249
Brandi Cummings	Project Manager	Specialist XII	$233
Johanna Falzarano	Principal Environmental Planner	Subject Matter Expert I	$237
Cassidy Bewley	Senior Environmental Planner	Specialist XI	$213
Adrianna Gjonaj	Lead Environmental Planner	Specialist X	$195
Stuart Muerth	Project Environmental Planner	Specialist IX	$174
Alexandra Doyle	Staff Environmental Planner	Specialist V	$127
Lauren Cross	Staff Environmental Planner	Specialist VIII	$163
Chad Endicott	NEPA Environmental Planner	Specialist XI	$213
Tiffany Clark	Principal Investigator	Subject Matter Expert I	$237
Erica Nicolay	Lead Archaeologist	Specialist X	$195
Morgan Bird	Staff Archaeologist	Specialist VII	$151
Susan Zamudio-Gurrola	Lead Architectural Historian	Specialist X	$195
Heather Clifford	Principal Paleontologist	Specialist XII	$233
Robert Carr	Visual Resources Specialist/Senior Project Landscape Architect	Subject Matter Expert II	$249
Erin Wielenga	Air Quality/GHG Specialist	Specialist XI	$213
Carlos Ituarte-Villarreal	Noise/Vibration Specialist	Subject Matter Expert I	$237
Joseph Zhang	Senior Project Engineer	Specialist XI	$213
Nolan Perryman	Water Resources Scientist	Specialist VII	$151
Sophie Swanson	Senior Hydrologist	Subject Matter Expert I	$237
Robert MacAller	Senior Natural Resources Director	Subject Matter Expert IV	$302
Shirley Innecken	Senior Wildlife Biologist	Subject Matter Expert I	$237
Luis Aguilar	Principal Wetland Scientist and Arborist	Subject Matter Expert I	$237
Ryan Myers	Biologist	Specialist XI	$213

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LABOR RATES			
Victoria Amato	Principal Environmental Planner – Wildfire	Specialist XII	$233
Carly Gibson	Fire Planning Specialist	Specialist XI	$213
Montiel Ayala	Fire Planning Specialist	Specialist VIII	$163
Hannah Walchak	Grant Support Specialist	Specialist IX	$174

Labor Rate Categories, Hourly Rates, and Direct Costs

LABOR CATEGORY	HOURLY RATE	LABOR CATEGORY	HOURLY RATE
Cultural Resources, Environmental Resources, Paleontology, Planning, Air Quality, Landscape Architecture, Ecological Restoration, Disaster Recovery, GIS/CADD Resources, Technical Writing/Editing, Administrative			
Subject Matter Expert II	$249	Specialist VII	$151
Subject Matter Expert I	$237	Specialist VI	$141
Specialist XII	$233	Specialist V	$127
Specialist XI	$213	Specialist IV	$117
Specialist X	$195	Specialist III	$107
Specialist IX	$174	Specialist II	$94
Specialist VIII	$163	Specialist I	$79

Subconsultant Hourly Rates

LABOR CATEGORY	HOURLY RATE	LABOR CATEGORY	HOURLY RATE
AMBIENT Air Quality & Noise Consulting			
Principal Air Quality & Noise Specialist	$190	Air Quality & Noise Analyst	$75
Air Quality & Noise Specialist	$100		
Geosyntec Consultants			
Senior Principal	$345	Senior Technician II	$132
Principal	$325	Senior Technician I	$120
Senior Professional	$300	Technician II	$110
Project Professional	$268	Technician I	$100
Professional	$239	Senior Designer	$225
Senior Staff Professional	$210	Designer	$190
Staff Professional	$185	Senior Drafter/Senior CADD Operator	$175
Construction Manager II	$189	Drafter/CADD Operator/Artist	$158
Construction Manager I	$162	Project Administrator	$104
Site Manager II	$162	Clerical	$84
Site Manager I	$142		
Kittelson & Associates			
Senior Principal Engineer/Planner	$348	Data Scientist/Developer	$243
Principal Engineer/Planner	$313	Data Analyst/Software Developer	$188
Associate Engineer/Planner	$265	Software Technician	$133
Senior Engineer/Planner	$238	Associate Technician	$213
Engineer/Planner	$203	Senior Technician	$193

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LABOR CATEGORY	HOURLY RATE	LABOR CATEGORY	HOURLY RATE
Transportation Analyst	$183	Technician II	$168
Principal Data Scientist/ Developer	$283	Technician I	$143
Senior Data Scientist/Developer	$263	Office Support	$123

Non-Billable Administrative Overhead

The Consultant will bill only for time spent performing assigned professional work. All other activities associated with carrying out the contract are not billable and are therefore considered overhead or administrative functions contained within the hourly rate. Typical examples of non-billable overhead activities are:

- Discussion with staff or applicant about the cost of services or to address billing disputes.
- Meetings to discuss work performance, contract, or additional services.
- Preparation of invoices and other administrative clerical services.
- Contract administration, such as preparing or discussing contract amendments.
- Time spent resolving errors in the event the Consultant is responsible.

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EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of City, and prior to commencement of work and/or services under this Agreement, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than 1,000,000 combined single limit for each accident.

Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance (statutory limits) and Employer's Liability insurance (with limits of at least $1,000,000).

Consultant shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

OTHER PROVISIONS OR REQUIREMENTS

Proof of Insurance. Consultant shall provide certificates of insurance and required endorsements to City as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City for the contract period and any additional length of time required thereafter. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of Coverage. Consultant shall procure and maintain for the contract period, and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss which may arise from or in connection with the performance of the Work hereunder by Consultant, their agents, representatives, employees, or subconsultants.

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Primary/Noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self- insurance shall be called upon to protect it as a named insured.

City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of Contract Provisions (Non Estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. If any of the Consultant's insurers are unwilling to provide such notice, then Consultant shall have the

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responsibility of notifying the City immediately in the event of Consultant's failure to renew any of the required insurance coverages, or insurer's cancellation or non-renewal.

Additional Insured Status. General liability, automobile liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies.

Prohibition Of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of Insureds. A severability of interests' provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. Consultant agrees to ensure that any approved subconsultants, subcontractors, and any other party who is brought onto or involved in the project/service by Consultant (hereinafter collectively "Subcontractor"), provide the same minimum insurance coverage and endorsements required of Consultant under this Agreement. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. However, in the event Consultant's Subcontractor cannot comply with this requirement, which proof must be submitted to the City, Consultant may still be able to utilize the Subcontractor provided Consultant shall be required to ensure that its Subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Subcontractor's scope of work and services, with limits less than required of the Consultant, but in all other terms consistent with the Consultant's requirements under this Agreement. This provision does not relieve the Consultant of its contractual obligations under the Agreement and/or limit its liability to the amount of insurance coverage provided by its subcontractors. This provision is intended solely to provide Consultant with the ability to utilize a Subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the Consultant under this Agreement given the limited scope of work or services provided by the subcontractor. Consultant agrees that upon request, all agreements with Subcontractors, and others engaged in the project and/or services, will be submitted to City for review.

City's Right to Revise Specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days' advance written notice of such change. If such a change results in substantial additional costs to the Consultant, the City and Consultant may renegotiate the Consultant's compensation.

Self-Insured Retentions. Any self-insured retentions must be declared to and approved by the City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible, or require proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention through confirmation from the underwriter.

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Timely Notice Of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance. The consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

City Council Meeting
08-10-26
Item 1.B.12.

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: July 27, 2026 Meeting date: August 10, 2026

Subject: Resolution Extending the Declaration of the Existence of a Local Emergency Regarding Conditions on Pacific Coast Highway (PCH)

RECOMMENDED ACTION: Adopt Resolution No. 26-57 extending the declaration of the existence of a local emergency related to the increase of reckless and illegal driving on Pacific Coast Highway and directing staff to coordinate efforts with other governmental agencies to increase attention and create programs to reduce the risk and danger associated with Pacific Coast Highway in the City.

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

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

DISCUSSION: On November 13, 2023, the Council adopted Resolution No. 23-52 declaring the existence of a local emergency in response to increasing reckless and illegal driving on PCH. The Council last reviewed and extended this declaration on April 27, 2026.

The California Emergency Service Act allows the City to proclaim a local state of emergency when needed to protect the public safety in dire circumstances. The status and use of Pacific Coast Highway ("PCH") currently constitutes a condition, or threatened condition, of extreme peril to the safety of persons and property within the City of Malibu. PCH is the City's main thoroughfare, and each day serves as a commuting route, a residential street, a business corridor, and for persons accessing beaches and other local recreation amenities, a pathway used by pedestrians and cyclists. PCH is a California State Highway (State Route 1) that is managed and maintained by the California Department of Transportation ("Caltrans") with a posted speed limit ranging between 45-55 miles per hour in the City. Excessive speeding, reckless driving, unsafe U-turns, and distracted driving caused by cell phone use and other distractions have resulted in

increased collisions with other motorists, cyclists and pedestrians on PCH that have resulted in injury and death.

According to data from the Statewide Integrated Traffic Records System obtained through UC Berkley's Transportation Injury mapping system, between 2018 and 2022, there were 22 deadly crashes on PCH in the City, resulting in the death of 23 people. Data from the California Highway Patrol indicates that there have been 49 fatalities along PCH in Malibu from 2012-22. And finally, the Los Angeles Times has reported that there have been 170 combined deaths and serious injuries to drivers, passengers, cyclists, and pedestrians between 2011 and 2023 along PCH in the City. Further, countless other close calls or near misses from the danger posed by the conduct on PCH are impossible to quantify. Most recently, a crash occurred on PCH resulting in the tragic and unnecessary loss of four Pepperdine University students who were walking along PCH. According to authorities, the driver of the car was allegedly traveling at a speed in excess of 100 miles per hour when his vehicle lost control, sideswiped at least three parked cars, and then crashed into a group of people including the four Pepperdine University students and two others.

These statistics and the most recent tragedy are all consistent with the day-to-day experience of City residents, visitors, officials, and staff. PCH has become increasingly dangerous to residents and visitors due to the common occurrence of drivers speeding, driving recklessly, or driving while distracted. Residents and visitors are now forced to weigh and modify their use of PCH depending on the time of day and other factors (*e.g.,* weather, weekend vs. weekday, existing traffic conditions, *etc.*) because of the danger posed. Despite efforts by the City and other governmental agencies to improve the safety of PCH, the point has been reached that the risk is just too great. The status quo is no longer acceptable, and action must be taken to mitigate this local emergency.

Safety on PCH is a problem that the City cannot address and fix alone. It will need to work with Caltrans to make changes to PCH itself. PCH is a State Highway managed and controlled by Caltrans. Sections 83 and 90 of the Street and Highways Code state that Caltrans has jurisdiction, possession, control and responsibility for the maintenance of State Highways. Further sections of the Streets and Highways Code make clear that Caltrans is the entity with decision-making power over PCH in the City, including improvements, safety elements and speed limits. Further, Streets and Highway Code section 124 states that it is Caltrans, not the City, that can restrict the use of, or close, a State Highway for the protection of the public.

Furthermore, law enforcement agencies such as the Los Angeles County Sheriff's Department (LASD) and the California Highway Patrol have enforcement jurisdiction over PCH for Vehicle Code violations and other code violations. Given its enforcement jurisdiction over PCH, the City can also work through the LASD to address vehicle code violations and related enforcement action. To effectively effect change, the City must

coordinate and work together with its other governmental partners to implement strategies and solutions to reduce the danger on PCH for all users.

California Government Code Section 8630 empowers the City Council to proclaim the existence of a Local Emergency when there is extreme peril to the safety of persons and property within the territorial limits of the City. Additionally, California Government Code Section 8634 empowers the City Council to promulgate orders and regulations necessary to provide for the protection of life and property during the time of a Local Emergency. These statutes codify the constitutional "police powers" of local governments to adopt local legislation designed to protect the health, safety, and welfare of the community. Further, the City's Municipal Code (Chapter 2.52) establishes the City's disaster council and policies and procedures for dealing with a local emergency. The City's purchasing ordinance (Chapter 2.56) allows for greater flexibility when making purchases for supplies or services in response to a local emergency. Thus, a declaration of local emergency provides the City greater flexibility to act expediently when trying to address and mitigate the danger posed by the local emergency. It may also aid in coordination with other governmental entities and allow the City access to other resources.

Government Code Section 8630 requires that the City Council review the need for continuing a local emergency at least once every 60 days until the City Council terminates the local emergency.

As such, City staff recommend adopting Resolution No. 26-57 extending the declaration of the existence of a local emergency. If adopted, the City Council will review, and as needed renew, this action at least every 60 days.

ENVIRONMENTAL REVIEW:

This resolution and the actions taken and/or proposed herein are not a project pursuant to the California Environmental Quality Act (CEQA) since they are activities that are excluded from the definition of a project by section 21065 of the California Public Resources Code and section 15378(b) of the State CEQA Guidelines. The proposed actions are organizational or administrative activities of government which will not result in direct or indirect physical changes in the environment. These actions are also exempt from CEQA as specific actions necessary to prevent or mitigate an emergency pursuant to section 21080(b)(4) and section 15269(c) of the State CEQA Guidelines. They also are exempt under CEQA Guidelines Section 15301 – existing facilities. Coordinating and improving infrastructure and safety as well as education and enforcement efforts for safer driving and use of PCH are all exempt activities. Further, to the extent there are minor/temporary uses of land having a negligible or no permanent effect on the environment, these activities are exempt under Section 15304(e) of the CEQA Guidelines.

ATTACHMENTS: Resolution No. 26-57

RESOLUTION NO. 26-57

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MALIBU EXTENDING THE DECLARATION OF THE EXISTENCE OF A LOCAL EMERGENCY RELATED TO THE INCREASE OF RECKLESS AND ILLEGAL DRIVING ON PACIFIC COAST HIGHWAY AND DIRECTING STAFF TO COORDINATE EFFORTS WITH OTHER GOVERNMENTAL AGENCIES TO INCREASE ATTENTION AND CREATE PROGRAMS TO REDUCE THE RISK AND DANGER ASSOCIATED WITH PACIFIC COAST HIGHWAY IN THE CITY

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

SECTION 1. Recitals.

A. Condition or threatened conditions of extreme peril to the safety of persons and property have arisen and continue within the City of Malibu caused by the increase in reckless and illegal driving on Pacific Coast Highway ("PCH") in the City. This reckless and illegal driving has led to increased collisions with other motorists, cyclists and pedestrians, resulting in injury and death.

B. According to data from the Statewide Integrated Traffic Records System obtained through UC Berkley's Transportation Injury Mapping System, between 2018 and 2022 there were 22 deadly crashes on PCH in the City, resulting in the death of 23 people. According to data from the California Highway Patrol, there have been 49 fatalities along PCH through Malibu from 2012-22. According to the Los Angeles Times there have been 170 deaths and serious injuries to drivers, passengers, cyclists and pedestrians between 2011 and 2023.

C. On October 17, 2023, a crash occurred in the 21500 block of PCH resulting in the tragic loss of four Pepperdine University Students who were walking along the road. According to authorities, the driver of the car was traveling at a speed in excess of 100 miles per hour when he lost control, sideswiped at least three parked cars and then crashed into a group of people including the four Pepperdine University Students and two others.

D. PCH is a California State Highway managed and maintained by the California Department of Transportation ("Caltrans"). The posted speed limit along PCH in the City ranges between 45-55 miles per hour.

E. PCH is the City's main thoroughfare and serves as a commuting route, a residential street and business corridor in the City.

F. City officials, City staff and City residents are tragically aware that PCH has become increasingly dangerous to residents, visitors and commuters, with drivers regularly exceeding the posted speed limits or driving recklessly or distracted which

has resulted in not only the killing and maiming of pedestrians, cyclists and other motorists, but a collective fear and trauma about the risks posed by accessing PCH.

G. Despite efforts by the City and other governmental agencies to improve the safety of PCH, PCH continues to pose a threat to those who drive, walk and/or cycle along it. Serious and dangerous collisions continue to occur too regularly, with four additional fatalities since November 2023.

H. California Government Code Section 8630 empowers the City Council to proclaim the existence of a Local Emergency when there is extreme peril to the safety of persons and property within the territorial limits of the City. Additionally, California Government Code Section 8634 empowers the City Council to promulgate orders and regulations necessary to provide for the protection of life and property during the time of a Local Emergency. These statutes codify the constitutional "police powers" of local governments to adopt local legislation designed to protect the health, safety, and welfare of the community.

SECTION 2. It is hereby proclaimed that:

A. The above recitals are true and correct.

B. The increase in and continuation of dangerous, illegal, reckless and/or distracted driving on PCH in the City currently poses extreme peril to persons and property in Malibu. As such, the City Council finds that the declaration of local emergency remains valid and necessary, and will remain in effect until the extreme danger has subsided.

C. To reduce and prevent the risks associated with dangers posed on PCH, City staff are directed to coordinate with Caltrans, the Los Angeles County Sheriff, the California Highway Patrol, and other entities and government agencies to implement programs, increase enforcement of existing laws and/or develop solutions to reduce the danger on PCH to pedestrians, cyclists and other motorists from dangerous, illegal, reckless and/or distracted driving on PCH.

D. The City Director of Emergency Services, or designee, is directed and authorized to address any and all impacts and conditions caused by the emergency and to obtain any and all aid and assistance from local, county, state, or federal agencies, including but not limited to aid and assistance pursuant to the California Disaster Assistance Act, California Government Code Section 8690 *et. seq.*

E. The City Manager, as the Purchasing Officer of the City pursuant to Malibu Municipal Code Section 2.56.070(C), is authorized to make purchases of supplies or services exceeding twenty-five thousand dollars ($25,000.00) in compliance with Malibu Municipal Code, Chapter 2.56.

F. City staff are directed to report back to the City Council regarding programs and strategies proposed or implemented to mitigate the risk associated with this local emergency.

SECTION 3. The local emergency shall be deemed to continue and exist until its termination is proclaimed by the City Council. As required by law, the City Council shall review the need to continue the state of emergency every 60 days until this resolution is terminated.

SECTION 4. This resolution and the actions taken and/or proposed herein are not a project pursuant to the California Environmental Quality Act (CEQA) since they are activities that are excluded from the definition of a project by section 21065 of the California Public Resources Code and section 15378(b) of the State CEQA Guidelines. The proposed actions are organizational or administrative activities of government which will not result in direct or indirect physical changes in the environment. In the alternative, find that the actions are exempt from CEQA as specific actions necessary to prevent or mitigate an emergency pursuant to section 21080(b)(4) and section 15269(c) of the State CEQA Guidelines.

SECTION 5. The City Clerk shall certify 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

City Council Meeting
08-10-26
Item 1.B.13.

Council Agenda Report

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

Prepared by: Luis Flores, Public Safety Manager

Reviewed by: Susan Dueñas, Public Safety Director

Approved by: Joseph D. Irvin, City Manager

Date prepared: August 6, 2026 Meeting date: August 10, 2026

Subject: Resolution Declaring the Existence of a Local Emergency and Initiating a Program for Reducing the Risk of Fires Associated with Individuals Engaged in Unpermitted Camping

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RECOMMENDED ACTION: Adopt Resolution No. 26-59 declaring the existence of a local emergency and initiating a program for reducing the risk of fires associated with individuals engaged in unpermitted camping.

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

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

Goal 4: Improve Public Safety
Objective 4.2: Increase Wildfire Resiliency
Project: Wildfire Mitigation: Reduce wildfire risk in wildland-urban interface

Goal 4: Improve Public Safety
Objective 4.3: Reduce Homeless Encampments
Strategies: Work with agency partners to remove encampments on public property and hillsides

DISCUSSION: California Government Code Section 8630 empowers the City Council to proclaim the existence of a local emergency when there is extreme peril to the safety of persons and property within the territorial limits of the City. At the June 24, 2024, Regular City Council Meeting, the Council adopted Resolution 24-30, which established criteria for

declaring the existence of a local emergency and initiating a program for reducing the risk of fires associated with individuals engaged in unpermitted camping in Very High Fire Hazard Severity Zones (VHFHSZ), and establishing criteria for when to terminate the local emergency. The criteria for declaring the existence of a local emergency was set at a Live Fuel Moisture (LFM) of 65% or less, as determined by the Los Angeles County Fire Department Forestry Division for Santa Monica Mountains Chamise.

On August 6, 2026, the Los Angeles County Fire Department Forestry Division posted an LFM of 63% for Santa Monica Mountains Chamise. Therefore, the criteria for declaring an emergency has been met, and staff are prepared to implement the program for reducing the risk of fires associated with individuals engaged in unpermitted camping, which includes:

- Collaborating with the City's Homeless Outreach Team, Los Angeles County Sheriff's Department (LASD), and LASD-Homeless Outreach Services Team (HOST) to identify encampments within the areas designated as VHFHSZ, provide outreach, and offer available resources;
- Collaborating with the Outreach Team, LASD, and HOST to provide appropriate notification to those individuals living in hillside encampments of the potential threat to life and the prohibition in effect;
- Collaborating with the Outreach Team, LASD, and HOST to ensure that the VHFHSZ remains free of encampments while also ensuring these efforts do not criminalize individuals living unhoused; and,
- Collaborating with LASD Arson Watch during Red Flag events to watch for signs of smoke columns and fire and communicate early alert and notification of potential wildfire incidents as well as unpermitted activity in canyons and VHFHSZ areas.

Staff recommend that the Council adopt Resolution No. 26-59 declaring a local emergency for fire risk conditions and extend the Declaration as needed until the criteria for terminating the Declaration are met as established by Resolution 24-30.

ATTACHMENTS: Resolution No. 26-59

RESOLUTION NO. 26-59

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MALIBU DECLARING THE EXISTENCE OF A LOCAL EMERGENCY AND INITIATING A PROGRAM FOR REDUCING THE RISK OF FIRES ASSOCIATED WITH INDIVIDUALS ENGAGED IN UNPERMITTED CAMPING

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

SECTION 1. Recitals.

A. Wildfires are a frequent disaster in California, causing significant harm and loss to individuals, communities, and wildlife. Malibu is among the areas devastated by wildfire - losing hundreds of homes and acres of vegetation and suffering hundreds of millions of dollars in damages in the 2025 Palisades Fire.

B. A vegetation fire in Malibu at any time of the year poses a danger to life and property. A vegetation fire during a Red Flag event poses extreme peril to the safety of persons and property within Malibu. Historically, the most devastating wildfires in Malibu have occurred between September and January when the wildland and chaparral are at their driest, the Santa Ana winds are most prevalent, and the humidity is at its lowest.

C. CAL Fire has identified three zones based on increasing fire hazard severity: medium, high, and very high. Considering various factors such as historical fire patterns, proximity to wildland and parkland, abundant chaparral, and severe drought, CAL FIRE has classified the entire area where the City of Malibu is situated as a Very High Fire Hazard Severity Zone (VHFHSZ).

D. Live fuel moisture (LFM) is a common indicator of fire risk and an LFM of 60% or lower is considered critical. Each year, local fire risk conditions have continually hit critical levels. As climate change extends and exacerbates our local fire season, the risk of harm or loss of life for individuals increases.

E. Individuals engaged in unpermitted camping in the VHFHSZ are at significant risk of loss of life due to being trapped by wildfires since they are not likely to receive traditional emergency alerts sent through cell phones. In addition, individuals who are attempting to leave the mountainous region during a wildfire could be trapped by fires that start from the ember cast that precedes the fire front in a wind-driven fire. This situation also increases the risk that emergency responders may have to divert resources from fighting the fire to assist these individuals.

F. Individuals engaged in unpermitted camping in the VHFHSZ may be reliant on fires for everyday activities, including cooking food and keeping warm. These activities increase the risk of nearby brush catching fire and rapidly spreading.

G. Malibu has experienced numerous vegetation fires linked to individuals engaged in unpermitted camping in areas designated as VHFHSZ and in 2021, Malibu experienced more than twenty-three fires attributed to this cause.

H. On June 24, 2024, the City Council adopted Resolution 24-30 which established criteria for declaring the existence of a local emergency and initiating a program for reducing the risk of fires associated with individuals engaged in unpermitted camping in VHFHSZ and establishing criteria for when to terminate the local emergency.

I. The criteria for declaring the existence of a local emergency were set at an LFM of 65% or less as determined by the Los Angeles County Fire Department Forestry Division for Santa Monica Mountains Chamise.

J. On August 6, 2026, the Los Angeles County Fire Department Forestry Division posted an LFM of 63% for Santa Monica Mountains Chamise.

SECTION 2. It is hereby proclaimed that:

1. The criteria for declaring the existence of a local emergency have been met. As such, the City Council finds that a declaration of local emergency is necessary, and will remain in effect until the extreme danger of wildfire subsides.

2. To prevent the occurrences of fire and loss of life and property, unpermitted camping is prohibited in areas designated as a VHFHZ in Malibu.

3. City staff is directed to act in collaboration with the Malibu Homeless Outreach Team, Los Angeles County Sheriff's Department (LASD), and the LASD Homeless Outreach Services Team (HOST) to implement a program for reducing the risk of fires associated with individuals who are engaged in unpermitted camping.

SECTION 3. The local emergency shall be deemed to continue and exist until its termination is proclaimed by the City Council. As required by law, the City Council shall review the need to continue the state of emergency every 60 days until this resolution is terminated.

SECTION 4. This resolution and the actions taken and/or proposed herein are not a project pursuant to the California Environmental Quality Act (CEQA) since they are activities that are excluded from the definition of a project by section 21065 of the California Public Resources Code and section 15378(b) of the State CEQA Guidelines. The proposed actions are organizational or administrative activities of government which will not result in direct or indirect physical changes in the environment. In the alternative, find that the actions are exempt from CEQA as specific actions necessary to prevent or mitigate an emergency pursuant to section 21080(b)(4) and section 15269(c) of the State CEQA Guidelines.

SECTION 5. 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 10th day of August 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

City Council Meeting
08-10-26
Item 1.B.14.

Council Agenda Report

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

Prepared by: Nadia Fahoum, Associate Engineer

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

Approved by: Joseph D. Irvin, City Manager

Date prepared: June 24, 2026 Meeting date: August 10, 2026

Subject: Easement Acceptance for Speed Enforcement Camera Systems

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RECOMMENDED ACTION: 1) Adopt Resolution No. 26-56 accepting an easement from private property owners for the Speed Enforcement Camera Systems, 2) Direct City staff to record a certified copy of the resolution and easement in the Office of the County Recorder, and 3) Direct City staff to take any other reasonable and necessary actions to implement and effectuate the easement, including the recordation of the easement and any related actions required to finalize the easement.

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

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

Goal 4: Improve Public Safety
Objective 4.1: Reduce injury and fatal collisions on Pacific Coast Highway
Strategy: Implement Speed Enforcement Camera System Pilot Program

DISCUSSION: On September 27, 2024, Senate Bill 1297, which authorized the City of Malibu to implement a speed safety system pilot program, was signed into law. The purpose of the program is to improve traffic safety and reduce fatalities on the Pacific Coast Highway (PCH) in Malibu by targeting high-speed areas. The bill authorizes installation of up to five safety systems within the city limits. Once implemented and operational, the program will continue until its expiration on January 1, 2032.

After field investigations of the sites for the speed enforcement camera systems, it was discovered that in the region of Carbon Canyon there are constraints with the available right-of-way space to install speed enforcement camera systems and associated components for its successful operation.

The proposed easement is necessary to allow the City of Malibu and its contractor, GMZ Engineering, Inc., to access, install, operate, maintain, repair, upgrade and/or remove the speed enforcement camera systems and associated components for its successful operation; as well as its electrical facilities to energize the systems.

Accepting the following easement will allow the City to perform the work necessary to successfully install and operate the speed enforcement camera system located in the region of Carbon Canyon.

Staff recommends that the City Council adopt Resolution No. 26-56 accepting an easement from private property owners for the Speed Enforcement Camera Systems, authorize City staff to process and facilitate the recording of the easement with the County Recorder, and authorize City staff to take any other reasonable and necessary actions to implement and effectuate the easement, including the recording of the easement and any related actions required to finalize the easement.

ATTACHMENTS:

1. Resolution No. 26-56
2. Location Map – Proposed Easement

RESOLUTION NO. 26-56

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MALIBU AUTHORIZING THE ACCEPTANCE OF A SPEED CAMERA ENFORCEMENT SYSTEM EASEMENT GRANTED TO THE CITY OF MALIBU

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

SECTION 1. Recitals.

A. On February 27, 2023, the City Council awarded a construction contract to GMZ Engineering, Inc. for the installation and continued maintenance and operation of speed enforcement camera systems permitted under SB 1297.

B. In order to supply electrical power and other services to the City's Speed Enforcement Camera Systems a dedicated easement is needed on the parcel of private property.

SECTION 2. The City Council hereby approves and authorizes the acceptance of a speed camera enforcement system easement to the City of Malibu as described and depicted in Exhibit A of the Grant Agreement (Grant Agreement is attached as Attachment A) and Exhibit B, Plat Map, showing the detailed location for the easement.

SECTION 3. The City Council hereby approves and authorizes City staff to process and facilitate the recording of the easement with the County Recorder.

SECTION 4. The City Council hereby approves and authorizes City staff to take any other reasonable and necessary actions to implement and effectuate the easement, including the recording of the easement and any related actions to finalize the easement.

SECTION 5. This Resolution shall become effective immediately upon its passage and adoption.

SECTION 6. 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 10th day of August 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 A

RECORDING REQUESTED BY:
City of Malibu

WHEN RECORDED MAIL TO:
City of Malibu
23825 Stuart Ranch Road
Malibu, CA 90265

No Fee Per Government Code 6103 APN 4451-017-024

GRANT OF EASEMENT
(SPEED CAMERA ENFORCEMENT SYSTEM)

This Grant of Easement (hereinafter referred to as the "Easement") is made this day of _____, 2026, by Amir Solomon and Melody Solomon, husband and wife as community property with right of survivorship (hereinafter referred to as "Grantor") to the City of Malibu, a municipal corporation within the County of Los Angeles, State of California, (hereinafter referred to as "Grantee").

RECITALS

A. Grantor owns real property located in the City of Malibu, County of Los Angeles, State of California located at 21625 Pacific Coast Highway referred to as APN 4451-017-024 (hereinafter referred to as the "Property").

B. Grantee desires to obtain from Grantor a non-exclusive easement over, under, across, and upon that certain portion of the Property described on Exhibit A and depicted on Exhibit B, each attached hereto and incorporated herein by this reference (the "Easement Area"), for the purpose of installing, operating, maintaining, repairing, replacing, and accessing a speed-camera enforcement system and related appurtenances, all as more particularly set forth in this Easement.

AGREEMENT

Grantor hereby grants to Grantee an irrevocable, perpetual, and non-exclusive easement and right of way for the purpose of installing, constructing, operating, maintaining, repairing, replacing, upgrading, accessing, and removing a speed camera enforcement system and appurtenances thereto, including but not limited to poles, pads, anchors, footings, cameras, radars, signs, conduits, pedestals, electrical equipment, and related appurtenances (hereinafter referred to as "Systems") within the Easement Area described as follows:

See legal description, attached hereto as Exhibit "A" and depiction of Easement Area, attached hereto as Exhibit "B"

The Easement includes (a) Grantee's and its employees', agents', contractors' and authorized representatives' right to enter the Easement Area to survey, construct, maintain, repair, reconstruct, operate, control, use and remove the Systems and to remove or trim vegetation, obstructions, or other

objects located within the Easement Area that unreasonably interfere with the construction, operation and maintenance thereof; and (b) a reasonable right of ingress and egress to and from the Easement Area for the purpose of exercising the rights granted herein.

Grantor reserves the right to use the Easement Area for any purpose that will not unreasonably interfere with the Systems or Grantee's full enjoyment of the rights hereby granted. As a condition of this Easement, Grantor is expressly prohibited from adding, installing, or constructing on, over, under, or within the surface or subsurface of the Easement Area any improvement that will, or is reasonably anticipated to, impede or interfere with the inspection, operation, maintenance, repair, replacement, access to, or removal of the Systems within the Easement Area.

In exercising such rights, Grantee shall use reasonable efforts to minimize disturbance to the Easement Area and, following any excavation or other work, shall restore any disturbed areas to substantially the same condition that existed immediately prior to such work, reasonable wear and tear excepted.

The terms and provisions of this Easement and right-of-way shall be perpetual, shall run with the land, and shall be binding upon future owners of the Property, or any portion thereof, and shall insure to the benefit of the respective heirs, executors, administrators, personal representatives, successors, and assigns of Grantee and Grantor.

The undersigned represents and warrants that the undersigned has full power and authority to act on behalf of Grantor and to bind Grantor to the terms and conditions of this Easement.

EXECUTED this _____ day of _____, 20____.

Grantor: Amir Solomon and Melody Solomon, husband and wife as community property with right of survivorship

By:

Signature: _____

Name: _____

Title: _____

By:

Signature: _____

Name: _____

Title: _____

Notary

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20__, before me, _____, a Notary Public in and for said County and State, personally appeared

_____,

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal:

Signature:_____

EXHIBIT "A"

Speed Camera Enforcement System

APN: 4451-017-024 Address: 21625 Pacific Coast Highway

Legal Description

The Southerly 5.00 feet of Lot 106 as shown on Tract Map 10570 recorded in Book 161 of Maps at Pages 36-42 in the office of the Recorder of Los Angeles County, more particularly described as follows:

Beginning at the Southwest corner of Lot 106, said point also being a point on the Northerly right of way of Pacific Coast Highway as shown on the above mentioned Tract Map, thence along the West line of Lot 106;

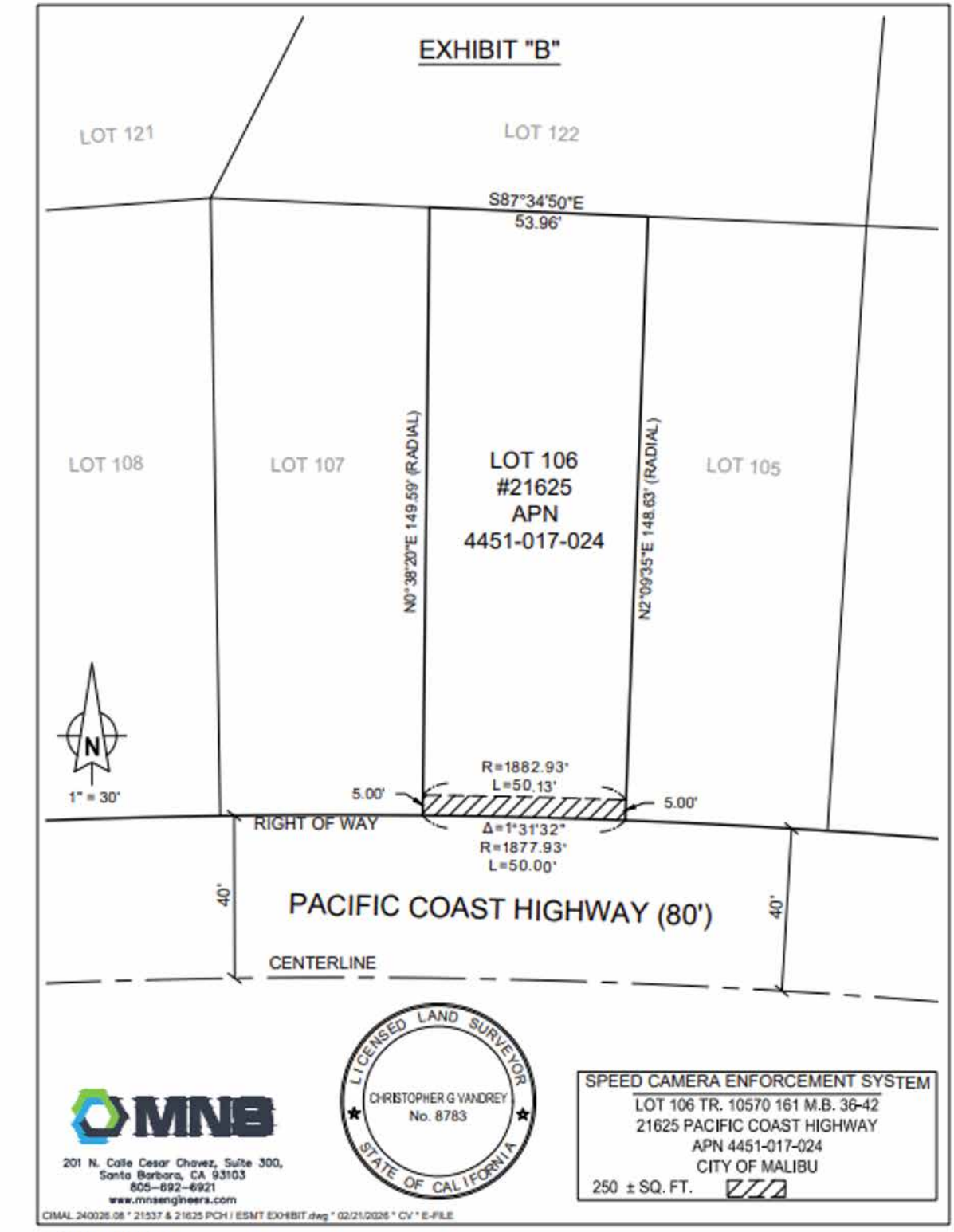
1. North 00°38'20" East 5.00 feet; thence leaving said West line,
2. Easterly along a curve to the right with a radius of 1882.93 feet whose center bears South 00°38'20" West and is concentric with and 5.00 feet North of the Northerly right of way of Pacific Coast Highway a distance of 50.13 feet through a central angle of 01°31'22"to a point on the East line of Lot 106; thence along said East line,
3. South 02°09'35" West 5.00 feet to a point on the Northerly right of way of Pacific Coast Highway as shown on the above mentioned Tract Map; thence along said right of way,
4. Westerly along a curve to the left with a radius of 1877.93 feet whose center bears South 02°09'35" West a distance of 50.00 feet through a central angele of 01°31'22" to the Point of Beginning.

Containing an area of 250 square feet more or less and is shown on the attached Exhibit "B".

This real property description was prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Christopher G Vandrey, PLS 8783
02/28/2026





65273.00001\45112425.3

CERTIFICATE OF ACCEPTANCE

AND CONSENT TO RECORDATION OF

EASEMENT GRANT DEED

This is to certify that the interest in real property conveyed by the Easement Grant Deed dated _____ from Amir Solomon and Melody Solomon to the City of Malibu, a municipal corporation of the State of California, is hereby accepted by the undersigned City Clerk on behalf of the City Council, pursuant to the action of the City Council at its meeting of _____ and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

City of Malibu

by _____
City Clerk

ATTACHMENT 2

Location Map – Proposed Easement



Council Agenda Report

City Council Meeting
08-10-26
Item 1.B.15.

To: Mayor Silverstein and Honorable Members of the City Council

Prepared by: Tyler Eaton, Assistant Community Development Director
Patricia Salazar, Deputy Community Development Director

Reviewed by: Yolanda Bundy, Community Development Director

Approved by: Joseph D. Irvin, City Manager

Date prepared: August 5, 2026 Meeting date: August 10, 2026

Subject: Agreements Related to the Preparation of the Malibu Canyon Resort Project Environmental Impact Report

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RECOMMENDED ACTION: 1) Authorize the Mayor to execute a Professional Services Agreement with Impact Sciences, Inc. for the preparation of the Malibu Canyon Resort Project Environmental Impact Report (EIR); and 2) Authorize the Mayor to execute a Developer Reimbursement Agreement with Green Acres, LLC for payment of costs related to and associated with preparation of the EIR.

FISCAL IMPACT: The proposed Professional Services Agreement with Impact Sciences establishes a base contract amount of $539,118 for preparation of the EIR and related technical services identified in the Scope of Work. In addition, the City will assess a management and administration fee of $161,735, representing 30 percent of the consultant's base contract amount, to reimburse the City for personnel and administrative costs associated with managing and administering the consultant agreement.

The Agreement also includes an optional contingency in the amount of $53,912 (10 percent of the consultant's base contract amount) to address unforeseen work, additional technical analysis, or scope modifications that may become necessary during preparation of the EIR. The contingency is not part of the base contract amount and may only be used upon written authorization by the Community Development Director, or designee. If the contingency is authorized, the Developer Reimbursement Agreement also requires reimbursement of the City's management and administration fee associated with the contingency in the amount of $16,174, resulting in a maximum potential contingency authorization of $70,086.

STRATEGIC PRIORITY: NA

DISCUSSION: In 2024, Green Acres, LLC (Developer) submitted an application for a coastal development permit (CDP No. 24-001), conditional use permit (CUP No. 24-001) and other discretionary requests for the construction of a 146-room resort hotel with restaurants, meeting rooms, and other amenities on three vacant parcels located in the Commercial Visitor-Serving 2 (CV-2) zoning district at 4000 Malibu Canyon Road. The application meets the definition of a “Project” pursuant to the California Environment Quality Act (CEQA) and requires the preparation of an EIR.

At the time, as the City did not have any active professional service agreements with consultants for preparing environmental documents under CEQA, a Request for Proposal (RFP) was issued on March 9, 2026 for preparation of the EIR. Additionally, a Supplemental RFP with redlined changes was released on June 4, 2026. A total of eight proposals were received from consulting firms. Each proposal underwent a thorough review by staff to assess the firm’s experience of proposed staff, approach to the Project, capability to perform, consultant firm’s relevant experience with similar projects and geographical context to the City, and fair and reasonable cost. The City placed particular emphasis on each firm's demonstrated experience preparing legally defensible CEQA documents for complex projects and its familiarity with Malibu's environmental and regulatory setting.

All of the proposals indicated that the consulting firms would be able to prepare an EIR that would be thorough and would be completed in a reasonable timeframe. Three of the qualified firms were invited for interviews to further vet the firm’s experience and capabilities: Impact Sciences, PlaceWorks, and WSP USA.

Staff concluded that Impact Sciences' proposal presented a comprehensive and well-defined approach for preparing the EIR. The proposal demonstrated a thorough understanding of the proposed Project, the environmental analyses necessary to support CEQA compliance, and the unique environmental and regulatory considerations associated with the City of Malibu. The firm has worked on complex commercial projects in the City previously, such as preparing the EIR for the Park at Cross Creek Shopping Center (Whole Foods) and the Initial Study/Mitigated Negative Declaration for the Memorial Park at the subject site. The firm also demonstrated substantial experience preparing environmental documents for complex projects of similar scale and complexity within the State of California and its Coastal Zone. To provide executive-level oversight throughout the project, Impact Sciences proposed its Chief Executive Officer and Managing Principal to serve as the Project Manager. Impact Sciences estimates that the EIR can be completed in approximately eight to ten months, culminating in Planning Commission certification.

Proposed Scope of Work

The purpose of the EIR is to inform the public and the City's decision-makers of the potential significant environmental effects of the proposed Project and to identify feasible measures to avoid, minimize, or mitigate those impacts, as required by CEQA. Under the direction of the City, the Consultant will review the Developer's CDP application materials, relevant City planning documents and regulations, previous environmental documents prepared for the Project site, and technical studies submitted by the Developer. The Consultant will also prepare, oversee, or peer review technical studies, as applicable, and conduct a comprehensive evaluation, as necessary, and conduct a comprehensive evaluation of the Project site and its surrounding environmental setting.

The EIR will analyze the direct, indirect, and cumulative environmental impacts associated with construction and operation of the Project and will address environmental issue areas including, but not limited to, aesthetics, air quality and health risk, biological resources, cultural resources, energy, geology and soils, greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality, land use and planning, noise, population and housing, public services, recreation, transportation, tribal cultural resources, utilities and service systems, and wildfire. Additional issue areas may be evaluated based on comments received during the Notice of Preparation and Scoping Meeting process.

Impact Sciences has proposed completing the environmental review in approximately eight to ten months. This schedule represents a good-faith estimate based on the timely submission of complete and technically adequate materials by the Developer, prompt responses to requests for additional information, and continued coordination among the Developer, the City, the Consultant, responsible agencies, and other reviewing entities. Actual completion of the EIR will depend on the completeness and quality of materials submitted, the extent of revisions required to technical studies, agency review and coordination, public participation during the CEQA process, and other factors that may arise during preparation of the EIR. Accordingly, the proposed schedule is an estimate and should not be construed as a guaranteed completion date.

It is important to note that although previous environmental documents[1] and technical studies prepared for earlier proposals on the site will be reviewed and considered, the Consultant will prepare a new EIR based on the current Project, applicable laws, existing environmental conditions, and updated technical information, as appropriate.

[1] Rancho Malibu Hotel – The Draft EIR was reviewed by the Planning Commission in 2013, however, A Final EIR was not prepared as the applicant withdrew the project prior to its preparation. Memorial Park - An initial study and mitigated negative declaration was prepared and adopted in 2017. All documents related to projects are available at mallibucity.org/malibucanyonresort.

Project Management

The City has assigned Principal Planner Tonya Ward, AICP, as the Project Case Planner for the Malibu Canyon Resort application. Ms. Ward has more than 25 years of municipal planning experience and extensive expertise in current planning, environmental review, zoning administration, coastal development permits, and management of complex development projects. As the City's Case Planner, Ms. Ward will oversee the entitlement review process and serve as the City's primary point of contact throughout preparation of the EIR and processing of the Project's discretionary applications. Her work is performed under the direction and oversight of the Community Development Director, or designee, who retains overall responsibility for administration of the Project review process. Ms. Ward, as the Case Planner, is the facilitator of information between the EIR consultant, the applicant, and the public. However, the EIR consultant will conduct an independent review of the Project materials with regularly scheduled meetings with Ms. Ward and City Community Development Department management for guidance and progress updates. The EIR consultant is responsible for the overall deliverables of the EIR.

Ms. Ward's planning services are provided to the City through an existing contract planning services agreement previously approved by the City Council. Consistent with the Developer Reimbursement Agreement, the Developer is responsible for reimbursing the City for the costs associated with her services as they relate to processing the Malibu Canyon Resort Project.

Developer Reimbursement Agreement

Because of the complexity of the Project and the coordination required among the City, Consultant, responsible agencies, and the Developer, the Developer Reimbursement Agreement establishes administrative procedures governing project management, communications, consultant oversight, funding, and scheduling. These provisions are intended to establish clear roles and responsibilities, ensure that the environmental review is conducted under the City's direction, and facilitate the efficient preparation of a legally defensible EIR in compliance with CEQA.

The preparation of the EIR will be funded entirely by the Developer, as set forth in the Developer Reimbursement Agreement. As shown in Table 1, the estimated project costs include the consultant's base contract amount, the City's management and administration fee, and an optional, initial contingency amount that may be authorized if additional work is required during preparation of the EIR. The initial contingency amount is an estimate and does not represent a cap on the amount the developer may need to reimburse the City. The Developer Reimbursement Agreement clearly indicates that the developer is responsible for all EIR preparation costs, including City management and administration fees, even if such amounts exceed the base contract amount and the initial contingency amount (plus fees). Due to the complexity of this project, it is possible that additional EIR costs may arise at a later date.

As shown in Table 2, the Developer will fund the project through a series of deposits tied to key project milestones. This phased funding approach ensures that sufficient funds are available to reimburse the City for consultant services and City administrative costs throughout the environmental review process, while allowing the optional contingency to be utilized only if authorized by the City.

Table 1 -Project Cost

Description	**Amount**
Consultant Services (Tasks 1–12)	$539,118
City Management & Administration Fee (30%)	$161,735
Total Initial Funding (Deposits 1–3)	**$700,853**
Optional Contingency (10%)	$53,912
City Administration Fee on Contingency (30%)	$16,174
Optional Deposit No. 4	**$70,086**
TOTAL	**$770,939**

Table 2 – Developer Deposit Schedule

Deposit	**Due**	**Amount**
Deposit No. 1	Upon execution of this Agreement	$207,468
Deposit No. 2	Upon publishing the NOP	$335,396
Deposit No. 3	Prior to release of the Draft Environmental Impact Report (Draft EIR) for public review	$157,989
Deposit No. 4 (Optional Contingency)	Upon written request of the City if additional funding is required	$70,086

Application Processing Status

The CDP/CUP application is currently incomplete. The Project includes multiple variance requests. Three incomplete review letters have been provided by the Planning Division to the Developer in February 2024, July 2024, and May 2025. Additional incomplete review letters have been issued in 2024 and 2025 by other City reviewers including Biology, Building Safety, Geology, and Public Works. Reviews are also pending from the Los Angeles County Fire Department (LACFD) and Los Angeles County Waterworks District 29. To date, no City or County department has issued approval of the Project; all departmental reviews remain outstanding.

The project requires a Planning Commission hearing to consider the EIR and entitlements. As the project does not include code amendments, it would only be reviewed by the City Council if the Planning Commission’s decision is appealed.

The City's review letters, application materials, technical studies, and other project-related documents are available for public review on the City's website at https://malibucity.org/399/Malibu-Canyon-Resort. The webpage also includes information and environmental documents associated with the previously proposed Malibu Rancho Hotel and Memorial Park projects for historical reference.

NEXT STEPS: If the Council authorizes the two agreements, the City would commence the environmental review process simultaneously with the CDP/CUP application review process. The next milestone in the CEQA process involves staff issuing the Notice of Preparation (NOP) to notify the public and public agencies of the City's preparation of an EIR for the Project and to solicit feedback on the scope and content of the EIR. Staff will also hold a Scoping Meeting where the public can provide feedback on potential significant effects to be analyzed in the EIR, as well as potential mitigation measures and alternatives.

ATTACHMENTS:

1. Professional Services Agreement with Impact Sciences, Inc.
2. Developer Reimbursement Agreement with Green Acres, LLC

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PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is made and entered into as of August 10, 2026 by and between the City of Malibu, a municipal corporation (hereinafter referred to as the "City"), and Impact Sciences, 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. The City does not have the personnel able and/or available to perform the services required under this Agreement.

B. The City desires to contract with Consultant for professional services relating to preparation of an Environmental Impact Report (EIR) under the California Environmental Quality Act (CEQA) for a proposed project in the City of Malibu, commonly referred to as the Malibu Canyon Resort project.

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

D. The Malibu Canyon Resort project, located at 4000 Malibu Canyon Road, on three vacant parcels totaling 27.8 acres, proposes the development of a 146-room luxury hotel resort with associated amenities, including a conference and banquet facility, restaurant, library, bar, rooftop club, spa, fitness studios, lounge, swimming pools and decks, gardens, water features, patios, tennis courts, covered outdoor terraces, pedestrian pathways, and solar carports.

E. The City and the Consultant desire to enter into this Agreement for the Consultant to perform the services described in this Agreement, including those set forth in Exhibit A, with the Consultant's key personnel and authorized subconsultants identified in Exhibit C.

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

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

2.0 TERM OF AGREEMENT. This Agreement will become effective on August 10, 2026, and will remain in effect until services are completed as set forth in the Scope of Work unless otherwise expressly extended and agreed to by both parties or terminated by either party as provided herein.

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3.0 CITY AGENT. The City Manager, or his or her designee (collectively, the "City Manager"), for the purposes of this Agreement, is the agent for the City; whenever approval or authorization is required, Consultant understands that the City Manager has the authority, but not the requirement, to provide that approval or authorization.

3.1 KEY PERSONNEL AND SUBCONSULTANTS. The key personnel identified in **Exhibit C**, attached hereto and incorporated herein by this reference, shall serve as Consultant's primary point of contact for the City. Consultant may assign other qualified employees and personnel of Consultant to perform the services under this Agreement. Only the subconsultants identified in **Exhibit C** may perform services under this Agreement, unless otherwise approved in writing by the City. Consultant shall remain fully responsible for the performance of all services and for the acts and omissions of its personnel and subconsultants.

4.0 COMPENSATION FOR SERVICES. The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the fee and cost schedule attached as Exhibit B - Compensation For Services. The cost of services shall not exceed $539,118. The City has approved an additional amount up to 10% of the total estimated project costs, or up to $53,912 for unexpected additional services, for a total amount not to exceed $593,030 for the term of the Agreement. If Consultant incurs expenses exceeding its estimated costs of $593,030, the Consultant must request such expenses in writing and the City Manager or his designee must approve of such requests for Consultant to receive additional compensation for those costs of up to $593,030. No additional compensation shall be paid for any other costs or expenses incurred, unless first approved by the City Manager in writing.

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

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

5.1 The Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this contract, the Consultant shall not offer, encourage or accept any financial interest in the Consultant's business to or by any City employee or official. This Section 5.1 shall apply to any subcontractor hired by Consultant to perform service under this Agreement.

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

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during the term of this Agreement.

6.0 GENERAL TERMS AND CONDITIONS.

6.1 Termination.

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

6.1.2 **Termination For Cause.** If the Consultant or the City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant or the City violate any of the covenants, agreements, or stipulations of this Agreement, the Consultant or the City shall have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date of such termination. The Consultant shall be entitled to receive compensation in accordance with the terms of this Agreement for any work satisfactorily completed hereunder. Notwithstanding the foregoing, the Consultant shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to off-set anticipated damages.

6.1.3 In the event of any termination hereunder, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of the Consultant under this Agreement shall be immediately returned to the City.

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

6.3 Non-Discrimination. The Consultant shall not discriminate as to race, creed, gender, color, national origin, or sexual orientation in the performance of its services and duties pursuant to this Agreement.

6.4 Insurance. The Consultant shall submit to the City certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement. Consultant further agrees to comply with all provisions in the attached Exhibit D ("Insurance Requirements"), attached hereto and made part of this Agreement.

6.5 Indemnification. To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless City and any and all of its officials, employees, agents, and volunteers ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages,

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costs, and expenses, including attorney's fees and costs, to the extent they arise out of, pertain to or relate to the negligence, recklessness, or willful misconduct of the Consultant.

Consultant's duty to defend shall consist of reimbursement of defense costs incurred by City in direct proportion to the Consultant's proportionate percentage of fault.

Consultant's percentage of fault, for both indemnity and defense, shall be determined, as applicable, by a court of law, jury, or arbitrator. In the event any loss, liability, or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the Consultant's percentage of fault, and the Parties cannot mutually agree on Consultant's percentage of fault, the Parties agree to mediation with a neutral third-party to determine the Consultant's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the City.

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

6.7 Independent Contractor. This Agreement is by and between the City and the Consultant and is not intended, and shall not be construed, to create the relationship of agency, servant, employee, partnership, joint venture, or association, as between the City and the Consultant.

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

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

6.9 Legal Construction.

a) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced, and governed under the laws of the State of California. Any and all disputes arising from this Agreement shall be decided solely and exclusively by state or federal courts located in Los Angeles County.

b) This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the Parties participated equally

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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.

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

6.11 Final Payment Acceptance Constitutes Release. The acceptance by the Consultant of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to the Consultant for anything done, furnished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of the Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

6.12 Corrections. In addition to the above indemnification obligations, the Consultant shall correct, at its own expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans during or after the Term of this Agreement. Should the Consultant fail to make such corrections in a reasonably timely manner, such corrections shall be made by the City, and the cost thereof shall be charged to the Consultant. If the City corrections occur during the Term, such charged costs shall be deducted from amounts otherwise owed to the Consultant. If the corrections occur after the Term and final payment to the Consultant, the amount charged shall be due and payable within 45 days after written notice of the City's invoice.

6.13 Files. All files of the Consultant pertaining to the City shall be and remain the property of the City. The Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

6.14 Waiver; Remedies Cumulative. Failure by a Party to insist upon the performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand compliance by such other party in the future. No waiver by a Party of a default or breach of the other Party shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omissions by a Party to take any action with

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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.

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

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

6.17 Attorneys' Fees and Costs. The Parties hereto acknowledge and agree that each will bear his/her or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any Party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that Party or those Parties may be entitled.

6.18 Entire Agreement. This Agreement constitutes the whole agreement between the City and the Consultant, and neither Party has made any representations to the other except as expressly contained herein. Neither Party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes, amendments, or modifications to this Agreement must be approved in advance and in writing, and executed by authorized representatives of both the City and the Consultant.

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

CITY:	Joseph D. Irvin City Manager City of Malibu 23825 Stuart Ranch Road Malibu, CA 90265-4861 TEL (310) 456-2489 x 226 FAX (310) 456-2760	**CONSULTANT:**	Impact Sciences, Inc. a California corporation Jessica Kirchner CEO & Managing Principal 445 S. Figueroa Street, Suite 2550 Los Angeles, CA 90017 TEL (213) 935-1901 jkirchner@impactsciences.com

6.20 Warranty of Authorized Signatories and Acceptance of Facsimile or Electronic Signatures. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered physically or by facsimile transmission or scanned and

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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. 21 Standard of Care. Consultant shall perform all services under this Agreement in accordance with the standard of care ordinarily exercised by members of the same profession practicing under similar circumstances at the same time and in the same or similar locality. Consultant shall perform its services in a timely, competent, and professional manner and in accordance with all applicable laws and regulations.

6.22 Public Records Act Compliance. Consultant acknowledges that the City is subject to the California Public Records Act (Government Code section 7920.000 et seq.). Consultant agrees to cooperate with the City in responding to any request for records relating to this Agreement or Consultant's performance of services. Consultant shall promptly provide any such records requested by the City and acknowledges that such records may be subject to disclosure unless exempt from disclosure under applicable law.

6.23 Records Retention and Audit. Consultant shall maintain complete and accurate records relating to the performance of services under this Agreement, including all books, documents, papers, and accounting records. Consultant shall retain such records for a period of at least three (3) years following completion or termination of this Agreement, or longer if required by law or by written directive from the City. Upon reasonable notice, the City or its authorized representatives shall have the right to inspect and audit such records during normal business hours.

6.24 Ownership of Work Product. All reports, documents, data, studies, drawings, specifications, maps, photographs, and other materials prepared or assembled by Consultant in connection with the performance of services under this Agreement ("Work Product") shall become the property of the City upon creation and shall be delivered to the City upon request or upon completion or termination of this Agreement. Consultant may retain copies for its files, if and when appropriate, but shall not use or disclose the Work Product for any purpose unrelated to this Agreement without the prior written consent of the City.

6.25 Confidentiality and Public Communications. Consultant shall maintain the confidentiality of any non-public information obtained in the course of performing services under this Agreement and shall not disclose such information to any third party without the prior written consent of the City unless required by law. Consultant shall take reasonable measures to protect such information from unauthorized use or disclosure.

Consultant shall not make any public statement, press release, social media post, or other public communication regarding the services performed under this Agreement, the City, or this Agreement without the prior approval of the City. Consultant shall conduct itself in a professional manner and shall not engage in conduct that would reasonably be expected to reflect adversely on the City in connection with the performance of services under this Agreement.

6.26 Subcontractors. Consultant shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City, except to the extent subcontracting is expressly authorized in this Agreement. Consultant shall remain fully responsible

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for the performance of all services under this Agreement and for the acts and omissions of any subcontractors and their employees or agents.

6.27 Survival. The provisions of this Agreement that by their nature are intended to survive termination or expiration of this Agreement, including but not limited to provisions relating to indemnification, confidentiality, records retention, ownership of work product, and audit rights, shall survive the termination or expiration of this Agreement.

6.28 Artificial Intelligence Use. For purposes of this Agreement, "Artificial Intelligence" or "AI" means a machine-based system, including generative AI, that generates text, images, code, analyses, or other content based on user inputs. Consultant may use AI solely as a supplemental tool in performing the services under this Agreement and shall not rely upon AI as the primary means of performing such services. Consultant is required to disclose its use of AI in performing services under this Agreement within 30 days of the complete execution of this Agreement. Consultant shall ensure that qualified personnel independently review, verify, edit, and approve all AI-generated content before relying upon or submitting such content to the City. If the City reasonably determines that Consultant's use of AI has resulted in work that fails to meet the standard of care applicable under this Agreement, the City may require Consultant to correct the affected services at no additional cost to the City.

7.0 ADDITIONAL TERMS AND CONDITIONS. (City and Consultant initials required at EITHER 7.1 or 7.2, but not both)

7.**1 Disclosure Required.** By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City's Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City's Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant's disclosure obligations in accordance with the City's Conflict of Interest Code.

City Initials _____

Consultant Initials _____

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

City Initials _____

[Signatures On The Following Page] Consultant Initials Initial ___

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This Agreement is executed on _____.

IMPACT SCIENCES, INC., a California corporation:

Signed by:
Jessica Kirchner
906AFFFF323E483...

JESSICA KIRCHNER, CEO & Managing Principal

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

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EXHIBIT A
SCOPE OF WORK

The Environmental Impact Report (EIR) must include sufficient analysis of the direct and indirect project-level and cumulative environmental impacts associated with the Project, including construction and operation, in accordance with the requirements of CEQA.

Previous versions of a proposed hotel (although not the same Project) have been considered by the City, California Coastal Commission, and County for this site. Most recently in 2014, the City of Malibu prepared a Draft EIR that was circulated for a different hotel project. This Draft EIR was never certified by the City and remained a draft until the project was withdrawn by the applicant at the time. Pursuant to CEQA Guidelines §15060(d), the City may bypass the Initial Study (IS) phase and proceed directly to preparing an EIR since it is known an EIR will be necessary for the Project. It is anticipated that the following are expected to be studied in the EIR: aesthetics, air quality and health risk, biological resources, cultural resources, energy, geology and soils, greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality, land use and planning, noise, population and housing, public services, recreation, transportation, tribal cultural resources, utilities and service systems, and wildfire. Additionally, its is expected that the consultant will address and respond to comments and concerns resulting from the Notice of Preparation (NOP) process and Scoping Meeting and make recommendations to the City if other studies are needed to meet CEQA requirements.

The Project's consistency with various regulatory and guiding documents will need to be analyzed in the EIR to evaluate, among other potential laws, regulations, and standards relevant to individual CEQA topics required to be analyzed, the Project's consistency with the Local Coastal Program, Malibu Municipal Code (MMC) Title 17 (Zoning), and the General Plan.

The Consultant will be responsible for the following specific tasks and deliverables associated with the preparation of the EIR.

Task 1	**Review Relevant Documents and Project Kickoff**. Review all relevant Project description documents, Project plans, Applicant-prepared documents and reports, Property background information on-file with the City, and applicable regulations in an effort to gather existing data and Project information currently available and necessary to prepare the technical studies and EIR. The application is still under review, and additional documents and revisions may be forthcoming as needed. Note that the documents and reports have not yet been accepted by the City's reviewing departments as being complete, and the Applicant continues to work on their application documentation and reports, as applicable, during the City's application review process. A list of applicant-provided documents and reports was included as Attachment 4 of the RFP. With the exception of the geo-engineering investigations, which include all submittals to date, all other documents and reports provided are the latest versions. The applicant has or will prepare the following additional

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	studies and that will be, but have yet been, submitted them to City (Phase 1 Environmental Site Assessment; Exterior Noise and Exterior Façade Acoustical Analysis; Archaeological and Tribal Cultural Resource Assessment (Phase 1 Investigation); Air Quality Technical Report and Air Health Risk Assessment; Visual Study and Report with 3D modeling), Greenhouse Gas Emissions Technical report, Energy Use Technical Report, Wastewater, and Water. As mentioned, a Draft EIR was prepared in 2013 for a prior hotel design on the subject property; however, a Final EIR was not prepared as the applicant withdrew the project prior to its preparation. The 2013 Draft EIR included extensive studies and analysis for the prior hotel design. Consultant shall review for any relevant information. Consultant will organize a kickoff meeting with the City. Consultant will conduct a site visit, take photographs, and make notes about the existing conditions and potential impacts. Consultant will develop a list of any information necessary for purposes of conducting the environmental analysis including any additional information to complete the EIR Project Description (Task 2) and streamline the analysis for technical studies.
Task 2	**Project Description.** Following completion of Task 1, the Consultant will apply their understanding of existing conditions from the information contained in the Supplemental RFP and any additional information provided submitted for the Project to prepare a baseline environmental setting and a Project Description. Consultant shall ensure that the Project Description complies with the requirements of CEQA Guidelines Section 15124 and meets City preferences for formatting, content, and readability. Consultant shall ensure its efficiency, readability for the general public, and elimination of duplication or redundancy. Consultant will combine text, tables, and figures to create a concise yet comprehensive Project Description. Accompanying the Project Description will be a list of the anticipated responsible and trustee agencies, and necessary discretionary actions including permits, agreements, amendments, and/or any other action anticipated, characterized by jurisdiction. The Consultant will assist the City in preparing Project Objectives that will help craft and evaluate alternatives to the Project later in the EIR process. The Project Objectives should not be overly narrow or broad but should allow for a reasonable range of alternatives that would reduce one or more significant impacts associated with the Project. Note: See Tasks 11 and 12 for public noticing and meetings, including the NOP and Scoping meeting. **Reviews:** Consultant will modify the Project Description up to <u>two</u> times in

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	response to review comments. **Deliverables:** Draft(s) and Final Project Description, including figures (provided in Word with tracked changes and clean versions for each round of review; Final Project Description will also be provided in PDF).
Task 3	**Prepare Notice of Preparation (NOP).** Consultant will prepare the NOP. The Final NOP version will be used for distribution to stakeholders and the general public. Consultant will handle as-needed distribution using the mailing list provided by the City. Distribution will be in coordination with the City. Pursuant to CEQA Guidelines §15060(d), the City may bypass the IS phase and proceed directly to preparing an EIR. Consultant will assist the City in Assembly Bill (AB) 52 consultation, including requesting a list of tribal contacts from the Native American Heritage Commission (NAHC) for consultation. Consultant will provide this list (if any are identified) to the City. If requested, Consultant will assist the City in consultation tasks as appropriate. Note: See Tasks 11 and 12 for public noticing and meetings including the NOP and Scoping meeting. **Reviews:** Consultant will modify the NOP in response to review comments before finalizing for distribution. **Deliverables:** Final NOP (provided in Word with tracked changes and clean versions). Final PDF shall be "web-ready" for public review, and in compliance with Section 508 Accessibility standards (WCAG 2.1AA; City does not have accessibility templates, checklists, or format preferences). Bookmarks shall be added to all PDFs to aid in review. Digital version shall be made available to the City on a secure file transfer site.
Task 4	**Technical Studies.** It is expected that the Consultant will first peer review technical studies supplied to date for the project, including studies prepared for previously mentioned EIR preparation using qualified experts required to support the EIR analysis and to comply with federal, state, and local requirements. If the Consultant determines that any existing technical study is incomplete, outdated, or otherwise insufficient to support preparation of the EIR, or identifies the need for additional technical studies, the Consultant shall promptly notify the City in writing and identify the deficiencies. The City, in consultation with the Consultant, will determine whether the identified deficiencies may be addressed through supplemental analyses or addenda prepared by the applicant's consultants in a manner that satisfies CEQA requirements. If the City and Consultant determine that a technical study must be substantially revised or entirely re-prepared, the Consultant shall oversee the preparation of the required technical studies by qualified subcontractors or subject matter experts to ensure they provide adequate support for the EIR and

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	comply with all applicable federal, state, and local laws, regulations, and guidelines. The final determination whether studies are sufficient or insufficient will be determined by the Community Development Director or his/her designee, with advice from the consultant. The consultant is not to prepare any new studies without City authorization. It is anticipated that the EIR will be based on the following Technical reports: ▪ Wildfire Report and Wildfire Evacuation Analysis (to be prepared by Dudek) ▪ Transportation Impact Study / Vehicle Miles Traveled Analysis (utilize SCAG Regional Transportation Demand Model) ▪ Aesthetics and Visual Resources Technical Report ▪ Air Quality Technical Report and Air Health Risk Assessment (construction, haul route, operations) ▪ Biological Resources Technical Report ▪ Cultural Resources Technical Report ▪ Energy Use Technical Report ▪ Geology and Soils Technical Report ▪ Greenhouse Gases Technical Report ▪ Phase I Environmental Site Assessment ▪ Preliminary Drainage Study ▪ Stormwater Management Plan ▪ Noise and Vibration Technical Report ▪ Utility Infrastructure Study – Wastewater ▪ Utility Infrastructure Study – Water ▪ Water Supply Assessment – If a WSA will not be required, the Consultant shall provide an explanation its rationale in the proposal and provide some cost for preparing a formal justification as part of the CEQA documentation. If a prospective consultant believes a WSA will be required, it should provide the cost as part of its proposal). The applicant included several documents and reports as part of their application. Note that the document and reports have not yet been accepted by the City's reviewing departments as being complete and the Applicant continues to work on their application documentation and reports, as applicable, during the City's application review process. A list of applicant-provided documents and reports were included as Attachment 4 of the RFP. With exception to the geo engineering investigations which include all submittals to-date, all other documents and reports provided are the latest versions. Other studies may be prepared by the applicant but have not been submitted to the City at this time (e.g., Phase 1 Environmental Site Assessment; Exterior Noise and Exterior Façade Acoustical Analysis; Archaeological and Tribal Cultural Resource Assessment (Phase 1 Investigation); Air Quality Technical Report and Air Health Risk Assessment; Visual Study and Report with 3D modeling), Greenhouse Gas Emissions Technical report, Energy Use Technical Report, Wastewater, and Water.

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	Additionally, a Draft EIR was prepared in 2013 for a prior hotel design on the subject property; however, a Final EIR was not prepared as the applicant withdrew the project prior to its preparation. The 2013 Draft EIR included extensive studies and analysis for the prior hotel design. Note: Any information needs from the applicant team during preparation of the EIR would first be vetted with City staff and, where appropriate, requests for information would be made of the applicant team via City staff and not the selected CEQA consultant. Consultants should not expect to have direct interaction with the applicant team without City staff. **Reviews:** Consultants should expect to provide additional materials or clarification if needed to respond to comments received. **Deliverables:** Peer Review Memos. Draft and Final Technical Studies (provided in Word with tracked changes and clean versions). Final PDFs shall be "web-ready" for public review, and in compliance with Section 508 Accessibility standards (WCAG 2.1AA; City does not have accessibility templates, checklists, or format preferences). Bookmarks shall be added to all PDFs to aid in review. See Appendix A for Tasks 4.1 – 4.14b for full description of Consultant approach for each study.
Task 5	**Administrative Draft EIR and Screencheck Draft EIR**. Consultant will prepare a Matrix of thresholds for use in evaluating CEQA impacts. At minimum, the Matrix shall include: 1) EIR Chapter; 2) Threshold Considered in Draft EIR Chapter; 3) Definition (any term(s) that need to be defined in the threshold); and 4) Methodology (method to be used to evaluate each threshold). Consultant will ensure City acceptance of the Matrix before preparation of the Administrative Draft EIR sections. This step is critical before work effort is performed on the Draft EIR and, depending on the thoroughness of the Matrix, may include multiple reviews as necessary to finalize. Once accepted by the City, Consultant will incorporate additional columns into the Matrix through the drafting process that identifies: 5) Any Project Design Features (PDFs) or Compliance with Regulations Relied Upon; 6) Impact; 7) Mitigation Measures; and 8) Supporting Technical Study. The Matrix will be kept up to date during the Draft and Final EIR Screenchecks. Consultant will prepare the Administrative Draft EIR, including the Draft Mitigation, Monitoring and Reporting Program (MMRP), and applicable Appendices. Consultant will incorporate the technical studies prepared and/or incorporated from the applicant-prepared studies and/or 2013 Draft EIR in Task 4 into the EIR. Consultant will diligently work to ensure that the Administrative Draft EIR sections are efficient, organized, and formatted for ease of review by the

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	general public, and void of unnecessary repetitive information. Consultant will ensure that the conclusions in each Administrative Draft EIR section are based on supportive analysis and/or justifications, include clear and concise statements of thresholds and methodologies, and state whether the Project's impact on each threshold is No Impact, Less than Significant Impact, Less than Significant Impact with Mitigation, or Significant and Unavoidable Impact. Consultant will provide a summary "call-out" box at the beginning of each threshold that briefly describes the: 1) Threshold; 2) Impact; 3) Applicable PDF(s); 4) Significance Before Mitigation; 5) Mitigation Measure(s); and 6) Significance After Mitigation. The "call out" box is intended for ease of review of the sections by the general public and City decision-makers. Consultant will incorporate any PDFs into the applicable Administrative Draft EIR and MMRP, if applicable. Consultant shall ensure that all Mitigation Measures proposed are legally sufficient and defensible, as required by CEQA, including: 1) an explanation why the Mitigation Measure is needed; 2) who would be responsible to perform the Mitigation Measure; 3) timing for when the Mitigation Measure should be completed; and 4) monitoring provisions and/or who would be responsible for completing the monitoring. Consultant will incorporate all Mitigation Measures considered but rejected with a rationale for why the Mitigation Measure was rejected. Consultant will ensure that revisions to technical studies shall be sufficiently carried into the relevant Administrative Draft EIR section and vice-versa. Consultant will prepare other sections of the Administrative Draft EIR including the cover, table of contents, introduction, environmental setting, environmental analysis, and list of preparers. Consultant will incorporate its cumulative impact analysis into the Administrative Draft EIR section in lieu of a standalone chapter. Cumulative projects shall consider all past, present, and probable future projects (physical development and substantive policy/legislation including any uncertified LCP amendments, MMC amendments, and General Plan amendments in process). Consultant will need to develop a comprehensive list of cumulative projects, in consultation with the City. In addition to a list of cumulative projects provided by the City, at minimum, the Consultant will contact the County including LACFD and WD29, Pepperdine University, the Santa Monica-Malibu Unified School District (SMMUSD), and Caltrans for a list of all nearby projects to the subject property. An analysis of the cumulative projects will serve as the basis for the impact significance determination baseline, while the Project's

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	incremental contribution to the cumulative baseline will be considered the Project's potential cumulative impact; however, other agencies as appropriate may also be incorporated. The Consultant will prepare a range of Project Alternatives (including the no-project alternative) sufficient to provide a qualitative comparison to the Project's effect on the environment. Consultant, in consultation with the City, will identify the environmentally superior alternative, which will be an alternative other than the no-project alternative. Project Alternatives to be considered in the analysis will be based on consultation with the City, as well as suggestions received during the scoping period. Consultant will need to ensure that sufficient time is included in its proposal for this sub-task due to Project complexity, coordination with City and County departments, and reviews. Consultant will analyze any potential growth-inducing effects and significant irreversible changes. Consultant will include the following in the relevant Administrative Draft EIR sections: 1) Land Use and Planning: Evaluate consistency with the Local Coastal Program (LUP and LIP), MMC (as applicable), and General Plan; 2) Population and Housing; 3) Public Services; and Utilities and Service Systems: Obtain or utilize obtained will serve letters from LACFD, County Sheriff, WD29, City Public Works, and various utilities; 4) Recreation: Evaluate construction and operational impacts on public parks and public parking in the vicinity of the Property, including consistency with LCP policies related to public access to parklands and overnight accommodations; and 5) Tribal Consultation Resources: Provide AB 52 assistance and consultation, if needed. **Reviews:** Consultant will modify sections of the Administrative Draft EIR once and then prepare the Screencheck EIR. If changes are made in a Draft EIR section that corresponds to a revision needed in a technical study, Consultant will incorporate those changes as applicable. Such incorporations are in addition to any Task 4 reviews. **Deliverables:** Administrative Draft EIR and Screencheck Draft EIR, MMRP and Appendices (provided in Word with clean and tracked change versions for each round of review).

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Task 6	**Public Review Draft EIR**. Prepare the Public Review Draft EIR including the Draft MMRP and applicable Appendices based on comments received. All citations and references in the Draft EIR shall specify the page number(s) of the associated document and a copy of each reference document in PDF and web link (or portion of each document as applicable) with an Index provided to the City prior to the commencement of the Draft EIR public review period. Note that typical with City practice, the Cultural Resources report would include a placeholder in the Appendices and instructions for contacting the City Planning Division for review (PDF and printed public review versions). Prior to publishing for public review, Consultant shall request written City acknowledgement that the Public Review Draft EIR is ready for public circulation. Consultant will be responsible for preparing and distributing all public notices associated with the Final EIR (see Task 11) including to LCI; however, City will file all public notices associated with the Public Review Draft EIR with the County including payment of County filing fees and California Department of Fish and Wildlife fees. Even though LCI filings are now electronic, the City will request printed copies of the Draft EIR, per the Deliverables below. **Deliverables:** Public Review Draft EIR, Draft MMRP, and Appendices (provided in PDF, print, and Word with a clean and tracked changes version of the Screencheck Draft EIR). PDF of all references to be provided and a web link to files. Final PDF shall include bookmarks, be "web-ready" for public review, and in compliance with Section 508 Accessibility standards, including appendices. Digital version shall be made available to the City on a secure file transfer site, including all references. Estimate 15 hard copies of the Draft EIR Executive Summary and an additional 5 hard copies of the complete Public Review Draft EIR, Draft MMRP, and Appendices. Typical with City practice, the Cultural Resources report would include a placeholder in the Appendices and instructions for contacting the City Planning Division for review (PDF and printed public review versions).
Task 7	**Response to Comments**. Prepare Draft Responses to Comments received during the Draft EIR public review period (estimate at least 150 individual comments). Consultant will work closely with the City to strategize the appropriate responses and identify areas for revisions to the document, if necessary. Based on the comments provided on the draft responses to comments, Consultant will prepare revised responses to comments. Consultant will organize and catalog all comment letters received during the public review period. Consultant will prepare a memorandum summarizing the comments, key issues, and any alternatives identified. Consultant will prepare a

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	list of people, organizations, and agencies participating and commenting (including contact information if available), and incorporate all prior people, organizations, and agencies that participated and/or commented on the NOP or requested notification. **Reviews:** Consultant will modify the draft Response to Comments up to three times in response to review comments. **Deliverables:** Draft and Final Response to Comments (provided in Word, with clean and tracked changes versions of each round of review).
Task 8	**Screencheck Final EIR**. Prepare the Final Responses to Comments, the Screencheck Final EIR, the Final MMRP, and any new Appendices if applicable. The Screencheck Final EIR shall be prepared in a strikeout/underline format to the Draft EIR to highlight changes in the document, along with an Errata chapter, and the Responses to Comments. The Screencheck Final EIR shall not be prepared as an abbreviated version cross-referencing to the Draft EIR. The MMRP will include an indication of the Project time period to which the measure applies (i.e., construction, operation, and pre- and post-occupancy), reporting requirements, responsible party for cost and implementing/enforcing the mitigation, requirements for monitoring, and frequency of reporting). **Reviews:** Consultant will modify sections of the Screencheck Final EIR <u>two</u> times prior to the Final EIR. If changes are made in a Final EIR section that corresponds to a revision needed in a technical study, Consultant will incorporate those changes as applicable. **Deliverables:** Screencheck Final EIR including Response to Comments, MMRP, and any new appendices (provided in Word with clean and tracked changes version of the last round of review for the Response to Comments, and for each round of review of the Screencheck Final EIR).
Task 9	**Final EIR**. Prepare a Final EIR, Final MMRP, and any new Appendices for the Planning Commission's review and adoption based on the comments received. The Final EIR shall be integrated into the Draft EIR (in a strikeout/underline format to the Draft EIR) and <u>shall not</u> be prepared as an abbreviated version cross-referencing to the Draft EIR. Consultant will be responsible for preparing and distributing all public notices associated with the Final EIR (see Task 11) in consultation with the City; however, City will file all public notices associated with the Final EIR with the County including payment of County filing fees and California Department of Fish and Wildlife fees (proof of prior payment).

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	Deliverables: Final EIR, Final MMRP, and Appendices (provided in PDF, print, and Word with a clean and tracked changes version of the Screencheck). Final PDF shall include bookmarks, be "web-ready" for public review, and in compliance with Section 508 Accessibility standards, including Response to Comments, revised text, figures, and any additional appendices (WCAG 2.1AA; City does not have accessibility templates, checklists, or format preferences). Digital version shall be made available to be City on a secure file transfer site, including all references. Estimate 10 hard copies of the complete Final EIR including Response to Comments, MMRP, and all appendices. Typical with City practice, the Cultural Resources report would include a placeholder in the Appendices and instructions for contacting the City Planning Division for review (PDF and printed public review versions).
Task 10	**Findings and Statement.** Prepare Draft Findings of Fact and a Statement of Overriding Considerations (if significant and unavoidable impacts are identified) in accordance with CEQA Guidelines Sections 15091 and 15093. Based upon comments provided on the Draft Findings and Statement, Consultant will prepare the revised Findings and Statement. **Reviews:** Consultant will modify the Findings and Statement up to <u>two</u> times in response to review comments. **Deliverables:** Draft and Final Findings of Fact and Statement of Overriding Considerations (provided in Word with clean and tracked changes versions of each round of review); Final Findings and Statement to be provided in PDF.
Task 11	**Notices**. Prepare the following CEQA public notices: Notice of Preparation (NOP), Notice of Completion (NOC), SCH Summary Form, Notice of Availability (NOA), and Notice of Determination (NOD). Consultant will be responsible for preparing and distributing all public notices associated with the EIR in consultation with the City; however, the City will file all public notices associated with the County, including payment of County filing fees and California Department of Fish and Wildlife fees. Notices will meet all CEQA requirements and City preferences. City will prepare Planning Commission hearing notices prior to EIR certification in coordination with City. Consultant will review and provide feedback to City. The City will distribute, print, and file the final public hearing notices. In the event of an appeal to City Council, City will prepare City Council hearing notices with Consultant's review (Task 12(b)). Upon completion of the scoping period and public review period, Consultant will organize and catalog all comment letters received during the scoping period. Consultant will prepare a memorandum summarizing the comments, key issues, and any alternatives identified. Consultant will prepare a list of people, organizations, and agencies participating and commenting (including contact information if available).

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	Consultant will prepare NOP and NOA postcard courtesy notices for City review. City will finalize, print, and mail to property owners and occupants within 500 feet of the Property and all interested parties on-file with the City. Consultant will assist City in maintaining its record of mailed postcards, returned postcards (if any), and address updates as applicable. **Reviews:** Consultant will modify each form of notice up to two times in response to review comments. **Deliverables:** Public notices and postcard mailers (provided in Word with clean and tracked changes versions of each round of review).
Task 12	**Project Coordination, Meetings, and Quality Control**. This task includes management of the Agreement, applicable subcontracts, schedule, budget, and coordination with subcontractors, and other consultants, City staff, City contract consultants, Applicant when applicable, agencies, and others. Consultant will assign a dedicated Project Manager who has extensive experience managing the preparation of an EIR and environmental analysis for projects of similar size, type, and complexity. To the maximum extent feasible, Consultant shall ensure that the designated Project Manager shall remain involved until the Planning Commission (or City Council in the event of an appeal) acts on the EIR. Attendance, participation, and assistance in regular team meetings and calls, public meetings, and stakeholder meetings. Consultant to facilitate the public Scoping meetings in coordination with City staff and/or City contract consultants including in-person and/or virtual participation, preparation and delivery of a PowerPoint presentation, obtaining comments, and keeping meeting notes. Consultant will provide the City with a monthly status report documenting the work performed during the prior month and the work expected to be completed in the next month. This report will accompany monthly invoices submitted to City. At minimum, the following services will be necessary and should be budgeted as part of this Task: • In addition to the designated Project Manager and/or any other staff or subcontractors assigned, Consultant shall account for and ensure that all applicable technical leads are included in meetings pertaining to their technical expertise when appropriate. • Attend regular monthly project management meetings and calls with City staff and/or City contract consultants (estimate one, one-hour meeting per

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	month over the life of the proposed schedule; assume 90 percent virtual and 10 percent in-person). At- will calls can be made by the consultant for clarification and direction. • Upon completion of the Administrative Draft EIR, a working meeting to review and discuss City comments shall take place. • Attend up to two, two-hour stakeholder meetings before the Draft EIR is released (assume 50 percent virtual and 50 percent in-person). • Attend working review sessions associated with the Response to Comments and prior to Final EIR preparation (estimate 5, two-hour meetings; assume 90 percent virtual and 10 percent in-person). • Attend up to two, two-hour stakeholder and other public meetings prior to Planning Commission hearing (assume 50 percent virtual and 50 percent in-person). • Provide Planning Commission hearing agenda report and PowerPoint preparation assistance to City staff and/or City contract consultants. • Attend up to two Planning Commission hearings including preparation (estimate eight hours each including preparation time; assume 100 percent in-person). • Manage applicable Project contracts and subcontracts, EIR schedule, and budget. Integrate the EIR schedule into other Project-related schedules as provided and requested. • Ensure that monthly invoicing is submitted to the City within 30 days after the close of each month that services are provided. • Coordinate with subcontractors and other consultants, City staff, City contract consultants, agencies, and others as appropriate. • Provide comprehensive and diligent Quality Assurance (QA) and Quality Control (QC) of all documents prepared, including technical studies and appendices; and ensure an adequate level of information, explanation, and conclusions in all documents as required by CEQA. • Ensure that the QA/QC process addresses all issues with document formatting, consistency of terms, grammar, abbreviations, and typographical issues. • Implement measures to ensure version control is maintained by all reviewing parties and to ensure that tracked changes/comments are managed and addressed adequately.

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Referenced attachments to Request for Proposals

ATTACHMENT 3
ADDITIONAL AESTHETICS REPORT COMPONENTS

Aesthetics

- Prepare an Aesthetics and Visual Resources Technical Report. Primary consideration shall be public views of hillsides and the ocean from public viewing areas.
- Evaluate consistency with applicable policies of the LCP and the City's Dark Sky Ordinance. Consideration of public views of hillsides and the ocean shall be evaluated.
- Include a minimum 9 key observation points as generally represented in the exhibit below, comprised of six views from LCP-designated scenic roads (PCH and Malibu Canyon Rd), two from parks (Malibu Bluffs Park and Legacy Park), and one from the public beach generally southeast of the subject property. Final locations to be confirmed with City.



- Assess if Applicant-provided 3D modeling in visual simulations is sufficient for existing view and proposed views. If not sufficient, prepare additional 3D modeling as necessary to supplement using building/structure footprint and height, including proposed exterior grade changes outside of building footprint.
- Prepare a quantitative and qualitative assessment of daytime glare and nighttime illumination and sky glow. These findings will be integrated into the technical report.

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ATTACHMENT 4
LIST OF APPLICANT PROVIDED DOCUMENTS & REPORTS

The following documents and reports are noted for reference and are a part of the City's project submittal files.

Alta Survey	▪ Chris Nelson & Associates (11/2019)
Preliminary Title Report	▪ Chicago Title (4/30/19, 2/5/24)
Architectural Plans	▪ Adamson Associates (9/23/23, 2/13/25)
Civil Plans	▪ Sherwood Design Engineers (9/25/23, 6/24/24)
Landscaping Plans	▪ The Olin Studio (8/15/23, 6/24/24)
Lighting Plans & Photometric	▪ Kaplan Gehring McCarroll Architectural Lighting (1/1/20, 6/24/24)
Lighting Fixture Schedule and Specifications	▪ Kaplan Gehring McCarroll Architectural Lighting (9/25/23, 6/24/24)
Biological Assessment	▪ Forde Biological Consultants (5/23/24, 6/26/24, 3/26/25)
Preliminary Geologic and Geotechnical Engineering Investigation	▪ GeoSoils Consultants, Inc. (9/21/23, 6/27/24, 4/3/25, 5/29/25, 7/7/25)
Traffic Impact Analysis	▪ Linscott, Law & Greenspan (12/5/23, 5/8/25, 6/17/25)
Total Grading Yardage Certificate	▪ Sherwood Design Engineers (9/14/23, 6/13/24)
Stormwater Management Plan	▪ Sherwood Design Engineers (6/7/24, 7/7/24)
Wastewater Flows Memorandum	▪ Sherwood Design Engineers (5/16/24)

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Appendix A to Task 4.0 Technical Studies

Task 4: Technical Studies

The Applicant's team prepared technical studies that may be relied upon to evaluate the potential impacts of the Project. As part of this effort, the existing studies will be peer-reviewed and updated as necessary to ensure they meet a CEQA level of adequacy. As provided in the scope of work below, where an Applicant study is not available, a new study has been proposed. A summary of each technical approach is provided below.

Task 4.1a: Fire Protection Plan

The Project Site is located in a wildfire zone, and previous wildfires in Malibu and the Palisades have made wildfire planning a critical component for projects. Dudek will prepare a Fire Protection Plan (FPP) for the proposed Project, recognizing the site's location in a high wildfire hazard area and the importance of wildfire planning in Malibu. The scope includes review of site and grading data, field-based risk assessment, fire behavior modeling, fire history analysis, and preparation of a conceptual fuel modification plan consistent with LACoFD guidelines. Dudek will then prepare the FPP documenting site conditions, code compliance, emergency access, water supply, defensible space, mitigation measures, and fire risk reduction strategies, with up to three rounds of review and revisions included.

Task 4.1b: Wildfire Evacuation Study

Dudek will prepare a Wildfire Evacuation Study (WES) to evaluate evacuation conditions and potential wildfire risks affecting the site and the surrounding community. The WES will integrate evacuation traffic modeling, fire spread modeling, and regulatory analysis to evaluate evacuation feasibility under existing and project conditions. The scope includes data collection and coordination with the project team and LACoFD, development of a Vissim-based evacuation model for multiple community and project scenarios, and fire progression modeling to establish time-of-arrival benchmarks relative to evacuation times. Results will be provided in a comprehensive WES that includes regulatory context, scenario analysis, evacuation routes and contingencies, recommended mitigation measures, and supporting graphics and appendices.

Task 4.2: Peer Review of Transportation Impact Study / Vehicle Miles Traveled Analysis

CR Associates will conduct an independent peer review of the applicant-prepared Transportation Impact Study Report, including evaluation of the vehicle miles traveled (VMT) screening results, VMT analysis methodology and findings, mitigation measures (if required), traffic data collection methods, trip generation and distribution assumptions, traffic assignments, signal timing assumptions, roadway geometry assumptions, site access and circulation, traffic operations analyses, recommended improvements, and supporting technical documentation. The review will focus on evaluating the reasonableness and adequacy of the methodologies, assumptions, modeling inputs, and conclusions presented in the study, including a detailed cross-check of the modeling inputs and assumptions used by the Applicant's traffic consultant. CR Associates will prepare a consolidated First Round Peer Review Comment Memorandum that documents the review findings and recommendations. Following receipt of the revised study, CR Associates will conduct a final review, assuming all first-round comments have been adequately addressed, and will confirm the study's adequacy for environmental review purposes. Additional review rounds or

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independent rerunning of the transportation model to validate study results are not included in this scope

Task 4.3: Peer Review of Photometric Plans and Visual Simulations

Impact Sciences will conduct a peer review of the Applicant-prepared visual simulations. The team will evaluate the appropriateness of the key viewer locations, including the total number of locations provided. As CEQA is concerned with public views, it will be important to identify any public views of important resources (such as the ocean) that may be affected by the project. The team will also review any vegetation proposed for screening to determine the appropriateness. Lastly, we will review the photometric plans prepared by the Applicant's team. The project's lighting plan will be reviewed for compliance with Malibu's dark skies ordinance.

Task 4.4: Peer Review of Air Quality Technical Report and Air Health Risk Assessment

Per the Supplemental RFP, the Applicant has prepared an Air Quality Technical Report and an Air Health Risk Assessment to be submitted to the City. Once the City receives the reports, Impact Sciences' Technical Director will review the reports to ensure they meet the necessary requirements under CEQA. The focus will be to determine if the approach is consistent with the most recent best practices related to Air Quality analysis. The peer review will consider past practice as well as currently accepted practice. Lastly, the health risk assessment will be reviewed, and it is assumed that the health risk assessment will provide a qualitative analysis of relevant health risks.

Task 4.5: Peer Review of Biological Resources Technical Report

Impact Sciences will coordinate with Pax Environmental to conduct a peer review of all existing biological resources technical reports, mapping, and analyses prepared to date for both the prior EIR and the current Project to determine whether it is sufficient to support a defensible environmental review of the Project or whether additional field work and/or analysis is required. Peer review will be led by Pax's senior biologists of documents related to the biological setting and resources, analyses of Project impacts, prescribed mitigation measures, and proposed alternatives, consistent with all relevant environmental regulations and policies. A detailed report will then be prepared, which discusses the adequacy of this information and provides input on where information is missing, incomplete, or out-of-date per agency and/or administrative protocols. If new field work or analysis is determined necessary, a summary report will be provided that includes a list of the specific new data to be collected and studies to be prepared.

Task 4.6: Peer Review of Cultural Resources Technical Report

Pax Environmental will conduct a peer review of all existing cultural resources technical reports, mapping, and analyses prepared to date for both the prior EIR and the current Project to determine whether it is sufficient to support a defensible environmental review of the Project or whether additional field work and/or analysis is required. Peer review will be led by Pax's senior archaeologists of documents related to the cultural setting and resources, analyses of Project impacts, prescribed mitigation measures, and proposed alternatives, consistent with all relevant environmental regulations and policies. A detailed report will then be prepared, which discusses the adequacy of this information and provides input on where information is missing, incomplete, or out-of-date per agency and/or administrative protocols. If new field work or analysis is determined necessary, a summary report will be provided that includes a list of the specific new

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data to be collected and studies to be prepared.

Task 4.7: Peer Review of Energy Use Technical Report

Impact Sciences' Energy Use Technical Report will evaluate the proposed Project's potential energy consumption and identify measures to minimize impacts consistent with the *State CEQA Guidelines* Appendix F, which emphasizes energy conservation and efficient use of energy, including decreasing overall per capita energy consumption, decreasing reliance on fossil fuels, and increasing reliance on renewable energy sources. The assessment will estimate the Project's energy consumption based on anticipated operational demand. Using the estimated energy demand, we will assess potential impacts on local and regional energy resources. This will include reviewing the Project's alignment with relevant energy policies and initiatives, including Malibu's Energy Action Plan and Title 24 of the California Green Building Standards Code. Feasible mitigation measures and efficiency practices will be proposed to reduce energy impacts, promoting sustainable energy use and conservation, where possible.

Task 4.8: Peer Review of Geology and Soils Technical Report

ENGEO will review baseline geologic, seismic, and soil information from published and unpublished literature, GIS data, and online sources for the proposed Project and the surrounding area. Data sources will include the following: reports and documents from the Applicant; geologic literature from the U.S. Geological Survey and the California Geological Survey; soils data from the U.S. Department of Agriculture Natural Resources Conservation Service; geologic and soils GIS data; available geotechnical reports; and online reference materials. The literature review will focus on the identification of specific geologic and seismic hazards at the Project Site, including project-specific fault trenching studies on site to evaluate the Malibu Coast fault traversing through the Project Site.

Task 4.9: Peer Review of Greenhouse Gases Technical Report

The application will prepare the GHG study. Impact Sciences will conduct a peer review and assess the proposed Project's potential GHG emissions in accordance with the *State CEQA Guidelines*. Using CalEEMod, the analysis will quantify existing site emissions (if any), estimate construction-related emissions, and calculate the Project's net increase in GHG emissions. The evaluation will also determine whether the Project would conflict with applicable plans, policies, or regulations adopted to reduce GHG emissions. This assessment will include consistency analyses with the City's Energy Action Plan, the CARB 2022 Scoping Plan, and SCAG's RTP/SCS. The results will support the CEQA evaluation of potential climate impacts associated with Project implementation.

Task 4.10: Peer Review of Phase I Environmental Site Assessment

The applicant will prepare the Phase 1 Environmental Site Assessment report. ENGEO will perform a peer review. If applicable, ENGEO will evaluate available previous explorations, laboratory data, and reports with respect to identified environmental hazards. ENGEO will document findings in a letter that will include a discussion of the appropriateness of the conclusions and recommendations.

Task 4.11: Peer Review of Preliminary Drainage Study and Stormwater Management Plan

ENGEO will provide a peer review of the preliminary drainage study and stormwater management plan prepared by Sherwood Design Engineers for the proposed Project. We will review the

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hydrologic conditions and assumptions presented in the plan and evaluate the overall approach and calculations to manage post-development stormwater at the site with respect to applicable water quality regulations for the proposed Project, namely Order No. R4-2021-0105 as adopted by the Los Angeles Regional Water Quality Control Board (RWQCB). The peer review analysis will identify potential environmental impacts related to erosion, sedimentation, and pollutant discharge, and will identify deficiencies in the stormwater management plan that may be needed to develop mitigation measures to minimize adverse effects on water quality and hydrology. The review of the preliminary drainage study and stormwater management plan will not include construction-related stormwater management. ENGEO will document findings in a letter that will include a discussion of the appropriateness of the conclusions and recommendations and a summary of opinions, conclusions, and recommendations regarding potential concerns.

Task 4.12: Peer Review of Exterior Noise and Exterior Façade Acoustical Analysis

Impact Sciences Technical Director will review the noise reports to determine if the approach is consistent with standard CEQA practice. A review of modeling assumptions and sensitive receptor locations will be considered. Any recommendations will be provided in a letter to the City.

Task 4.13: Utility Infrastructure Study – Wastewater (No Peer Review)

This study may be outside the necessary scope of CEQA and, therefore, is removed from the scope if deemed not necessary If the peer review is necessary, SAI will perform an independent technical review of the Wastewater Flows Memorandum prepared by Sherwood Design Engineers. However, this study may be outside the necessary scope of CEQA and, therefore, could be removed from the scope if deemed not necessary. The purpose of this review is to assess the adequacy, accuracy, and consistency of the wastewater analysis with applicable standards, project assumptions, and environmental documentation requirements. SAI will review the Wastewater Flow Memorandum, including all supporting calculations, figures, and appendices. SAI will evaluate the methodologies used to estimate wastewater generation, including unit flow factors, peaking factors, and occupancy assumptions. Any discrepancies, gaps, or unsupported conclusions that may affect environmental determinations will be identified. SAI will prepare one (1) consolidated comment memorandum summarizing review findings and recommendations. *If peer review is required, the work will be performed applying the 10% contingency fee if necessary.

Task 4.14a: Utility Infrastructure Study – Water (No Peer Review)

This study may be outside the necessary scope of CEQA and, therefore, is removed from the scope if deemed not necessary. If the water infrastructure report is necessary for the CEQA analysis, SAI will perform a water capacity analysis of the existing public water system that will serve the project. The analysis will use existing land uses as shown on a Land Use Map available from the jurisdictional agency, pressure and flow data from fire hydrant flow tests provided by the City of Malibu, record drawings of the existing water system, and demand history provided by the City or Los Angeles County Waterworks. The anticipated water demand projections of the project will be provided by the Project Engineer. SAI will request fire hydrant flow tests from Los Angeles County Waterworks in an effort to acquire flow/pressure data from fire hydrant flow tests. *If peer review is required, the work will be performed applying the 10% contingency fee if necessary.

Task 4.14b: Water Supply Assessment (Not Required)

Based on information provided in the RFP, the proposed Project will likely not require a Water

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Supply Assessment (WSA). The project is below the Senate Bill 610 (SB 610) threshold of 500 rooms for a hotel project. SB 610 also stipulates that a WSA is required if the project demands an amount of water equivalent to or greater than that required by a 500-dwelling-unit residential development. It is not typical that a 146-room hotel would consume the equivalent of 500 residential units, but a luxury resort with extensive amenities could have substantially higher demand than a typical hotel. If a determination is made by Los Angeles County Waterworks or based on water use estimates that a WSA is necessary, Impact Sciences will adjust the scope and cost accordingly. *If peer review is required, work will be performed applying the 10% contingency fee if necessary.

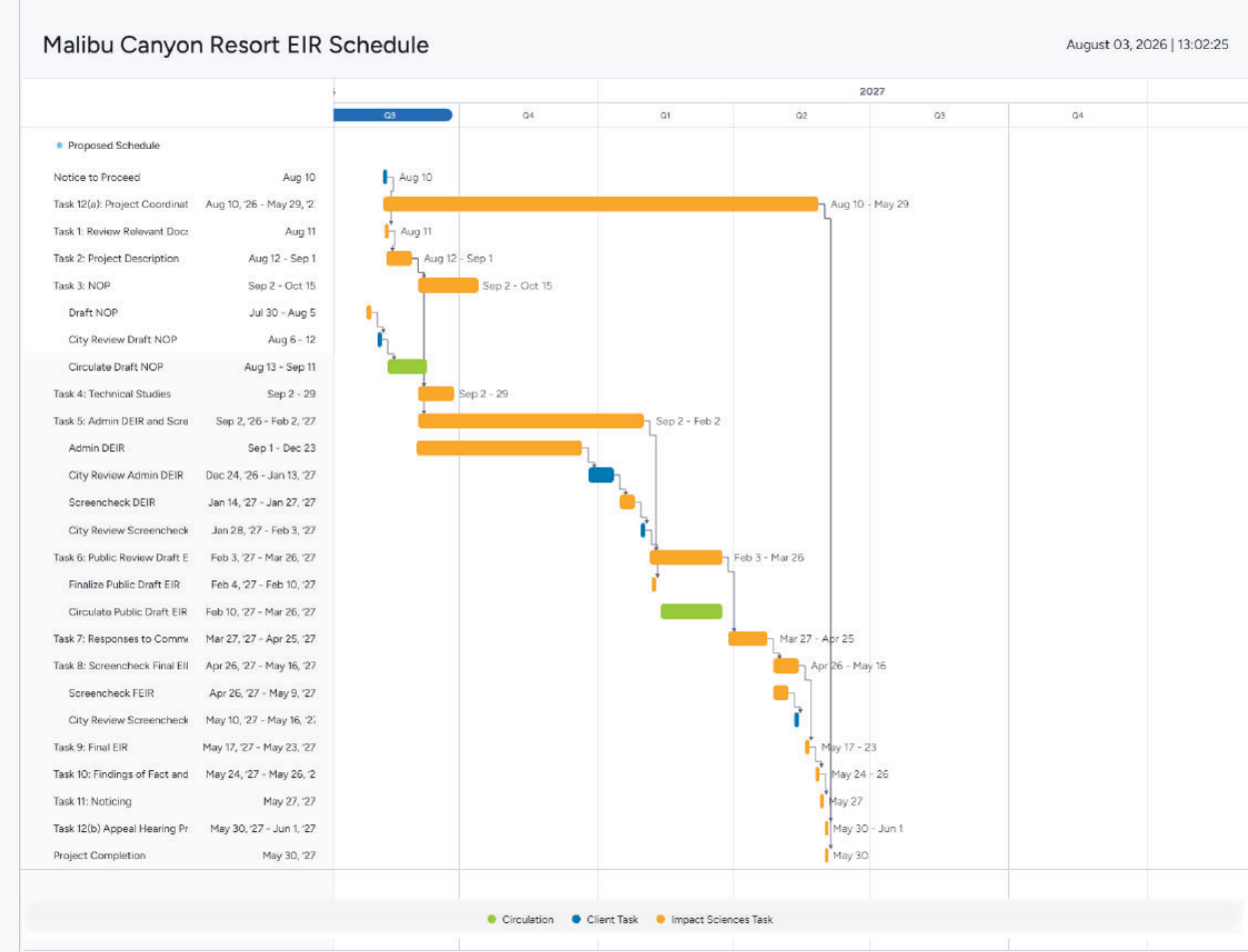
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Timeline

Impact Sciences will work with City staff to complete the environmental review of this project in the most time-efficient manner possible. Upon receiving authorization to proceed, Impact Sciences will begin review of reports and other materials provided by the applicant to the City and will begin preparation of the Administrative Draft EIR.

From Notice to Proceed to filing the Notice of Determination, it is estimated that the project will take eight to ten months.

This schedule represents a good-faith estimate based on the timely submission of complete and technically adequate materials by the Developer, prompt responses to requests for additional information, and continued coordination among the Developer, the City, the Consultant, responsible agencies, and other reviewing entities. Actual completion of the EIR will depend on the completeness and quality of materials submitted, the extent of revisions required to technical studies, agency review and coordination, public participation during the CEQA process, and other factors that may arise during preparation of the EIR. Accordingly, the proposed schedule is an estimate and should not be construed as a guaranteed completion date.



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EXHIBIT B
COMPENSATION FOR SERVICES

The Consultant will be paid for professional services rendered and costs incurred pursuant to this Agreement in accordance with this Exhibit B. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or designee.

Prior to commencing work for the City of Malibu by the Consultant, written authorization must be granted by the Community Development Director or designee.

Project Budget
Exhibit B includes a contingency amount equal to ten percent (10%) of the total estimated project cost to address additional services that may be required during preparation of the EIR. Prior to utilizing the contingency amount, as needed to support completion of the Project, written authorization must be granted by the Community Development Director or designee.

Task	Fee
Task 1: Review Relevant Documents and Project Kick-off	$18,820
Task 2: Project Description	$13,870
Task 3: Notice of Preparation (NOP)	$7,880
Task 4: Technical Studies	$223,978
Task 5: Admin Draft EIR and Screencheck Draft EIR	$140,870
Task 6: Public Review Draft EIR	$8,870
Task 7: Responses to Comments	$53,440
Task 8: Screencheck Final EIR	$18,290
Task 9: Final EIR	$10,120
Task 10: Findings and Statement	$4,560
Task 11: Notices	$7,320
Task 12: Project Coordination, Meetings, Quality Control	$27,800
Estimated Reimbursable Expenses	$3,300
Subtotal	**$539,118**
10% contingency	**$53,912**
TOTAL (including 10% contingency)	**$593,030**

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EIR Tasks

Task	Task Description	TOTAL BUDGET
1	**Review Relevant Docs and Project Kick-Off**	18,820
2	**Project Description**	13,870
3	**Prepare NOP**	7,880
4	**Technical Studies**	
	4.1 Fire Protection Plan and Wildfire Evacuation Study (Dudek)	100,444
	4.2 Peer Review of Transportation Impact Study / VMT/SCAG Analysis (CRA)	18,577
	4.3 Peer Review of Aesthetics and Visual Resources Technical Report	9,170
	4.4 Peer Review of Air Quality Tech Report and HRA	6,430
	4.5 Peer Review of Biological Resources Tech Report (Pax)	6,294
	4.6 Peer Review of Cultural Resources Technical Report (Pax)	7,383
	4.7 Peer Review Energy Use Technical Report	4,770
	4.8 Peer Review of Geology/Soils Tech Report (ENGEO)	14,847
	4.9 Peer Review GHG Tech Report	4,550
	4.10 Peer Review of Phase I ESA (ENGEO)	14,291
	4.11 Peer Review of Prelim Drainage Study & Stormwater Mgmt Plan (ENGEO)	31,152
	4.12 Peer Review of Exterior Noise/Exterior Noise Façade Acoustical Analysis	6,070
	4.13 Utility Infrastructure Study – Wastewater (SAI)	-
	4.14 Utility Infrastructure Study – Water (SAI)	-
5	**Admin Draft EIR and Screencheck Draft EIR**	
	Executive Summary	5,500
	Introduction	2,780
	Project Description	8,760
	Environmental Impact Analysis	1,250
	Aesthetics	8,330
	Air Quality	3,500
	Biological Resources	6,180
	Cultural Resources	4,900
	Energy	2,250
	Geology and Soils	3,075
	Greenhouse Gas Emissions	3,330
	Hazards	3,620
	Hydrology	4,100
	Land Use and Planning	7,160
	Noise	2,250
	Population and Housing	4,530
	Public Services	4,900
	Recreation	3,875
	Transportation	6,980
	Tribal Cultural Resources	2,490
	Utilities and Service Systems	6,000
	Wildfire	8,630
	Other CEQA Considerations / Effects Found Not to be Significant	3,650
	Growth Inducing Impacts	1,810
	Alternatives	10,960
	MMRP	1,810
	Screencheck Draft EIR	18,250
6	**Public Review Draft EIR**	8,870
7	**Responses to Comments**	53,440
8	**Screencheck Final EIR**	18,290
9	**Final EIR**	10,120
10	**Findings and Statement**	4,560
11	**Notices**	7,320
12	**Project Coordination, Meetings, Quality Control**	27,800
	Estimated Reimbursable Expenses	3,300
	SUBTOTAL	**539,118**
	10% Contingency	**53,912**
	TOTAL	**593,030**

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Hourly Rates

Impact Sciences

Staff Classification	Hourly Rate
Principal/Managing Principal	$320
Associate Principal	$290
Technical Director	$290
Senior Project Manager	$225
Project Manager	$200
Senior Technical Specialist	$185
Quality Assurance / Quality Control	$200
Technical Specialist	$180
GIS Technician	$175
Planner	$170
Assistant Technical Specialist	$140
Publications Manager	$140
Graphics	$140
Publications	$140
Associate Planner	$135
Clerical/Administrative	$100

CR Associates

Staff Classification	Hourly Rate
Principal I	$325
Senior Professional III	$295
Senior Professional I	$250
Professional II	$225
Analyst II	$165
Analyst I	$145
Intern	$105
Admin/Graphics	$120

Dudek

Staff Classification	Hourly Rate
Project Director / Environmental	$350
Senior Specialist V	$290
Senior Specialist I	$230
Analyst IV	$155
Analyst III	$145

ENGEO

Staff Classification	Hourly Rate
Principal	$440
Associate Engineer / Geologist	$360
Project Engineer / Geologist	$270
CAD/GIS	$257
Project Assistant / WP	$190

Pax Environmental

Staff Classification	Hourly Rate
Principal	$185
Project Management	$162
Senior Biologist	$138
Senior Archeologist	$135

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Staff Classification	Hourly Rate
Associate Biologist	$121
Associate Archeologist	$116
GIS Specialist	$139
Technical Editor	$94

Suenram and Associates

Staff Classification	Hourly Rate
Senior Civil Engineer	$217
Technical Lead	$177
Engineer III	$138

Impact Sciences 2026 Schedule of Charges

Personnel charges are for work directly related to projects. Charges for personnel services are based on an hourly rate for time charged to the project. Current personnel classifications and rates are as follows:

Classification	**Hourly Rate**
Principal/Managing Principal	$320.00
Associate Principal	$290.00
Technical Director	$290.00
Senior Project Manager	$225.00
Project Manager	$200.00
Senior Technical Specialist	$185.00
Technical Specialist	$180.00
Senior Planner	$175.00
Planner	$170.00
Assistant Technical Specialist	$140.00
Associate Planner	$135.00
GIS Technician	$175.00
Assistant Planner	$125.00
Graphics	$140.00
Publications	$140.00
Clerical/Administrative	$100.00

Travel time spent in the interest of the client will be charged at the hourly rate. When it is necessary for an employee to be away from the office overnight, subsistence will be charged. Contract personnel will be charged according to the hourly rates for their category as listed above.

Other Charges	
Subcontractors	Cost plus 3 percent
Expenses and Outside Reproduction Charges	Cost plus 15 percent
Staff Mileage Expense	IRS standard reimbursement rate
Internal Reproduction Costs	
Single Sided Black and White Copies	
8.5”x11”	$0.20 per copy
11”x17”	$0.40 per copy

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Double Sided Black and White Copies	
8.5”x11”	$0.30 per copy
11”x17”	$0.60 per copy
Single Sided Color Copies	
8.5”x11”	$0.80 per copy
11”x17”	$1.60 per copy
Double Sided Color Copies	
8.5”x11”	$1.60 per copy
11”x17”	$3.20 per copy
Document Scanning	$1.00 per page

Preparation for court appearances, depositions, presentations to regulatory boards, or other special requests for testimony will be charged on a time-and-materials basis.

Reimbursable Expenses. Allowable reimbursable expenses include costs of printing, printing supplies, travel (vehicle mileage only), postage, delivery services, photography, computer research that requires charges, and all other reasonably necessary costs and expenses incurred in completing such services; provided, however, allowable reimbursable expenses shall exclude air travel, lodging, and meals. Mileage shall be reimbursed at the IRS prevailing rate. Expenses will appear on invoices without any markup, with proof of payment, and due and payable within thirty (30) days after receipt by the City.

Non-Billable Administrative Overhead
The Consultant will bill only for time spent performing assigned professional work. All other activities associated with carrying out the contract are not billable and are therefore considered overhead or administrative functions contained within the hourly rate. Typical examples of non-billable overhead activities are:

- Discussion with staff or applicant about the cost of services or to address billing disputes.
- Meetings to discuss work performance, contract, or additional services.
- Preparation of invoices and other administrative clerical services.
- Contract administration, such as preparing or discussing contract amendments.
- Time spent resolving errors in the event the Consultant is responsible.

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EXHIBIT C
KEY PERSONNEL AND SUBSCONSULTANTS

Consultant acknowledges that the qualifications and experience of the personnel identified in Consultant's proposal were a material factor in the City's selection of Consultant.

The following personnel shall serve as the key personnel assigned to this Agreement:

- Project Manager – Jessica Kirchner, CEO & Managing Principal

Consultant shall not remove, replace, or substantially reduce the involvement of any key personnel without the prior written approval of the City. If replacement becomes necessary due to resignation, illness, or other circumstances beyond Consultant's control, Consultant shall propose a replacement with substantially equivalent qualifications and experience for City approval prior to assignment.

Consultant shall use only those subconsultants identified unless otherwise approved in writing by the City. Consultant remains fully responsible for the work of all subconsultants.

Subconsultants

- CR Associates – Transportation & Traffic Peer Review
- Dudek – Wildfire Planning and Wildlife Evacuation Reports
- ENGEO - Geology/Soils, Hazards & Hazardous Materials, and Stormwater Management Peer Review
- Pax Environmental - Biological and Cultural Resources Peer Review
- Suenram and Associates - Water Utility Infrastructure, Wastewater Utility Infrastructure Peer Review

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EXHIBIT D
INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of City, and prior to commencement of work and/or services under this Agreement, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than 1,000,000 combined single limit for each accident.

Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance (statutory limits) and Employer's Liability insurance (with limits of at least $1,000,000).

Consultant shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

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

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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.

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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 any approved subconsultants, subcontractors, and any other party who is brought onto or involved in the project/service by Consultant (hereinafter collectively "Subcontractor"), provide the same minimum insurance coverage and endorsements required of Consultant under this Agreement. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. However, in the event Consultant's Subcontractor cannot comply with this requirement, which proof must be submitted to the City, Consultant may still be able to utilize the Subcontractor provided Consultant shall be required to ensure that its Subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Subcontractor's scope of work and services, with limits less than required of the Consultant, but in all other terms consistent with the Consultant's requirements under this Agreement. This provision does not relieve the

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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.

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Developer Reimbursement Agreement

This Developer Reimbursement Agreement (the "Agreement") is made on this 10th day of August 2026, by and between the **City of Malibu**, a municipal corporation (hereinafter referred to as the "CITY") and **Green Acres LLC,** a California limited liability company (hereinafter referred to as the "DEVELOPER"). CITY and DEVELOPER are each a "Party" and collectively, the "Parties".

Recitals

A. DEVELOPER has submitted an application to the CITY, requesting that the CITY approve a coastal development permit ("CDP No. 24-001"), conditional use permit ("CUP No. 24-001") and associated entitlements including variances from development standards and lot merger for the construction and operation of a project consisting of a 146-room resort hotel with restaurants, meeting rooms, ballroom, health club, swimming pool, tennis courts, parking garage with valet tunnel, landscaping, grading and associated development on three vacant parcels (the "Project"). The Project details are as follows:

Name: Malibu Canyon Resort Project
Address: 4000 Malibu Canyon Road, Malibu, CA
APNs: 4458-030-007, 4458-028-015 and 4458-028-019 ("Property")

B. The proposed Project's main resort building includes 60 hotel rooms with facilities, with the remaining 86 hotel rooms within 45 independent buildings around the Property. The total gross square footage of building construction is approximately 579,396 square feet ("SF"), of which 181,560 SF is proposed to meet the Local Coastal Program's ("LCP") allowable floor-area-ratio ("FAR") limit of 181,706 SF for the Property. Buildings will range from one to three stories above grade with one additional story below grade. Building heights will range from 14 feet to 40 feet.

C. The Project includes a parking structure that measures 70 feet tall with five stories above grade and one additional story below grade. Approximately 588 parking stalls will be provided in the Project, comprised of 22 spaces in a surface lot and 566 spaces in an all-valet parking garage.

D. Approximately 263,923 cubic yards ("CY") of total grading will result, of which 183,499 CY will be exported from the Property. Approximately 488,260 SF of the Property will be devoted to landscaped area and approximately 319,855 SF of the Property will be devoted to additional open space area.

E. Stormwater improvements onsite will ensure no increase in peak flow from existing conditions and will rely on green infrastructure, storm drain collection system, and detention basins. The Project will connect to the City's Civic Center Wastewater Treatment Facility ("CCWTF").

F. The Project is proposed on three vacant parcels in the Commercial Visitor-Serving 2 ("CV-2") zoning district that will be merged as part of the Project to create an approximate 28.2-acre

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parcel (1,288,908 SF gross lot size or 1,211,376 SF net lot size with public street easements removed). The Property is located at 4000 Malibu Canyon Road, Malibu, California, 90265.

G. CITY has retained Impact Sciences, Inc. (hereinafter referred to as the "CONSULTANT") to prepare an Environmental Impact Report ("EIR") for the Project under the direction of CITY, at DEVELOPER's expense, for consideration in conjunction with the application as required by the California Environmental Quality Act ("CEQA"), Public Resources Code Sections 21000 et seq. and State and local regulations promulgated pursuant thereto. The CONSULTANT'S scope of work and cost estimate is attached hereto as Exhibit A.

H. DEVELOPER and CITY now desire to enter into an agreement to establish terms and conditions for DEVELOPER's pre-funding and reimbursement of CITY's expenses related to the EIR. Nothing in this Agreement in any way commits the CITY to approving the Project or producing an EIR in a manner that DEVELOPER desires or demands.

NOW, THEREFORE, the CITY and DEVELOPER mutually agree as follows:

1. **PAYMENT.** DEVELOPER agrees to pay CITY in full for any and all costs and expenses incurred by CITY in connection with the preparation of the environmental review documents for DEVELOPER's project, including, without limitation, all amounts payable by CITY to CITY'S CONSULTANT to prepare such documents. DEVELOPER shall be responsible for all CONSULTANT personnel costs (including full-time, part-time, and contract personnel) and any and all additional costs incurred by CITY in connection with the CONSULTANT's services.

   The CITY estimates that the cost of the CONSULTANT's base contract amount is $539,118. In addition, DEVELOPER shall reimburse the CITY for a management and administration fee equal to thirty (30) percent of the CONSULTANT'S estimated base contract amount, in the amount of $161,735, to reimburse the CITY for personnel and administrative costs incurred in managing the CONSULTANT contract.

   The CITY may, in its sole discretion, authorize the use of a contingency deposit in the amount of $53,912, representing ten (10) percent of the CONSULTANT's base contract amount, for additional services or unforeseen work beyond the approved scope of services. Any use of the contingency shall require prior written authorization by the Community Development Director, or designee. If any portion of the contingency is authorized, DEVELOPER shall also reimburse the CITY for an additional management and administration fee equal to thirty (30) percent of the authorized contingency amount, currently estimated to be $16,174.

   The estimated Consultant costs, City management and administration fee, optional contingency, and deposit schedule are summarized in Tables 1 and 2 below.

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Table 1 – Estimated Project Costs

The deposits are comprised of the following estimated costs:

Description	Amount	
Consultant Services (Tasks 1–12)	$539,118	
City Management & Administration Fee (30%)	$161,735	
Total Initial Funding (Deposits 1–3)	**$700,853**	
Optional Contingency (10%)	$53,912	
City Administration Fee on Contingency (30%)	$16,174	
Deposit No. 4	**$70,086**	
INITIAL TOTAL	**$770,939**	

The Project shall be funded through the deposits identified in Table 2.

Table 2 – Developer Funding Schedule

Deposit	Due	Amount
Deposit No. 1	Upon execution of this Agreement	$207,468
Deposit No. 2	Upon completion of publishing the Notice of Preparation	$335,396
Deposit No. 3	Prior to release of the Draft Environmental Impact Report (Draft EIR) for public review	$157,989
Deposit No. 4 (Optional Contingency)	Upon written request of the CITY if additional funding is required	$70,086

The total deposit amount of $770,939 represents the CITY's good-faith estimate of DEVELOPER's financial obligations under this Agreement (as of the date of execution of this Agreement). Each individual deposit likewise represents the CITY's good-faith estimate of the amount necessary to fund the corresponding phase of work. DEVELOPER remains responsible for all actual costs and fees payable under this Agreement, regardless of whether such costs exceed the estimated deposit amounts.

All amounts stated in this Agreement, including the amounts in Tables 1 and 2 and any contingency or deposit, are good-faith estimates only and are not caps, guarantees, fixed prices, or limits on DEVELOPER's obligations. DEVELOPER shall pay one hundred percent (100%) of all actual EIR-related costs, including CONSULTANT invoices and costs for contract amendments, additional or supplemental services, technical studies, legal review, Project changes, incomplete or deficient submittals, repeated review, closeout, cancellation, and wind-down. The CITY's management and administration fee shall equal thirty (30) percent of all actual amounts charged by CONSULTANT, including under the base contract and any amendment, change order, additional services authorization, supplemental work, or other CONSULTANT services, whether or not such amounts exceed the estimates, contingencies, deposits, or budgets stated in this Agreement.

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Deposit No. 4 is not part of the initial Project funding and shall only be required if the Community Development Director, or designee, determines that additional consultant services are necessary, including but not limited to changes in Project scope, additional technical studies, unforeseen work, or other circumstances requiring expenditures beyond the initial approved Consultant budget. The CITY shall provide written notice specifying the additional amount required, and DEVELOPER shall deposit the requested funds within fifteen (15) days after the CITY's written request. The CITY may continue work pending payment but may suspend work on the EIR and processing of the Project if the requested funds are not timely paid.

If, at any time, the CITY determines that the deposits made by DEVELOPER are insufficient, or that the actual or anticipated costs of preparing and reviewing the EIR will exceed the amounts previously deposited, the CITY may require DEVELOPER to make an additional deposit. The amount of the additional deposit shall equal the CITY's estimate of the additional CONSULTANT costs necessary to complete the EIR, plus a contingency of ten (10) percent of such additional CONSULTANT costs and the applicable thirty (30) percent management and administration fee to reimburse the CITY for personnel and administrative costs incurred in administering the CONSULTANT contract.

Following final action on the EIR by the Planning Commission (or the City Council, as applicable), or upon abandonment of the Project by DEVELOPER pursuant to Section 2, and after payment of all amounts due to CONSULTANT and reimbursement to the CITY for all costs recoverable under this Agreement, the CITY may retain a reasonable reserve from the deposits for any outstanding, committed, or reasonably anticipated CONSULTANT, closeout, cancellation, wind-down, legal, or litigation costs. After those amounts have been resolved and all amounts due under this Agreement have been paid, the CITY shall refund to DEVELOPER any remaining unexpended portion of the deposits. If the deposits are insufficient to satisfy all amounts payable under this Agreement, DEVELOPER shall promptly pay the CITY the remaining balance upon written demand.

DEVELOPER shall reimburse the CITY for all fees, costs, and expenses incurred by the CITY in connection with legal services provided by the City Attorney’s Office ("City Attorney") relating to the Project. The CITY is represented by the Best, Best, & Krieger LLP for City Attorney services. Such Project-related services may include, without limitation, legal review of the environmental review process, Project documents, agreements, public hearings, and other legal matters arising from or relating to the Project. Other Project-related services may include, without limitation, meetings and negotiations between the Parties, meetings and discussions with the CONSULTANT, and related actions. The City Attorney's fees shall be billed at the private client hourly rates set forth in Exhibit B. The rates in Exhibit B may be revised from time to time upon thirty (30) days' written notice to CITY and DEVELOPER, and DEVELOPER shall reimburse the CITY at the revised rates for services performed after the effective date of such revision. The Parties acknowledge and agree that the City Attorney's Office represents only the City, not the Developer, in connection with the EIR.

The thirty (30) percent management and administration fee under this Agreement is solely for the CITY's management and administration of the EIR and the CONSULTANT contract. It does not

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include or satisfy any deposit or fee for processing the Project's entitlement applications. The CITY reserves the right to require separate deposits and collect all application, entitlement-processing, hearing, permit, consultant, legal, and other fees and charges under the CITY's adopted Fee Schedule then in effect. No deposit, fee, or payment under this Agreement shall constitute a credit against or offset those separate amounts.

Upon reasonable request, CITY shall provide DEVELOPER with a reasonable accounting of deposits, expenditures, CONSULTANT invoices, and remaining balances, subject to applicable privileges, confidentiality protections, and law. Such accounting shall not confer any right to direct, supervise, or control the CITY, CONSULTANT, or the review process; review privileged or deliberative work product; or delay or condition payment.

2. **ABANDONMENT OF PROJECT.** In the event DEVELOPER abandons the Project prior to a final decision on the EIR by the Planning Commission (or City Council as applicable), CITY will suspend preparation of the EIR and evaluation of DEVELOPER's applications in a reasonably timely manner. DEVELOPER'S abandonment must be unequivocal, in writing, and submitted to the CITY pursuant to the noticing requirements set forth in this Agreement. Abandonment shall not relieve DEVELOPER of its obligation to pay all actual costs and expenses incurred or committed before the CITY completes suspension of the work, including cancellation, closeout, and wind-down costs.

3. **INDEPENDENT CONSULTANTS.**

3.1. During the term of this Agreement, and for a time period of one (1) year from final resolution of DEVELOPER's application, neither DEVELOPER, nor any of its representatives, agents or other persons acting in concert with DEVELOPER will enter into any financial or business relationship with CONSULTANT or any of its subconsultants or propose to enter into any future business relationship with any such entities or persons without written notice to and approval in writing by CITY. For purposes of this Agreement, if the determination on DEVELOPER's application is appealed, the final resolution of the DEVELOPER's application shall be the City Council's adoption of a resolution deciding the appeal.

3.2. DEVELOPER hereby acknowledges and agrees as follows:

3.2.1. CITY has sole discretion to select which of its employees are assigned to work on DEVELOPER's application.

3.2.2. CITY has sole discretion to determine which persons CITY will hire as employees and contractors to work on DEVELOPER's application.

3.2.3. CITY has sole discretion to direct the work and evaluate the performance of CONSULTANT, as well as the employees and contractors whom the CITY hires to work on DEVELOPER's application and CITY retains the right to terminate or replace at any time any employee or contractor who is assigned to work on DEVELOPER's application.

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3.2.4. CITY has sole discretion to determine the amount of compensation paid to employees and contractors hired by CITY to work on DEVELOPER's application.

3.2.5. CITY, not DEVELOPER, shall pay employees and contractors hired or assigned by CITY to work on DEVELOPER's application from a CITY account under the exclusive control of CITY.

3.2.6. The DEVELOPER acknowledges that the Community Development Director, or designee, shall have the sole authority to manage and direct the City's review of the Project, including, without limitation:

(a) determining the order and sequencing of project review;
(b) determining when technical studies are sufficiently complete to proceed to the next phase of review;
(c) determining whether technical reports require revisions, supplemental information, or complete re-preparation;
(d) determining whether technical studies are adequate for purposes of CEQA and the City's entitlement review; and
(e) directing the work of the City's consultants and coordinating review among City departments and outside agencies.

3.2.7. The DEVELOPER acknowledges that review comments issued by the CITY constitute the official direction of the CITY. The DEVELOPER shall not direct, supervise, evaluate, or attempt to control the work of CITY employees, the Case Planner, or CITY consultants.

3.2.8. The DEVELOPER acknowledges that determinations regarding the adequacy, completeness, sufficiency, and timing of technical review are governmental functions entrusted to the Community Development Director or designee. Nothing in this Agreement shall be construed to provide the DEVELOPER with any right to supervise, audit, challenge, or independently evaluate the internal review process or work product of the CITY's employees or consultants during the course of project processing. Nothing in this Section limits any nonwaivable right under applicable law or DEVELOPER's right to receive the financial accounting described in Section 1; provided that such accounting does not permit DEVELOPER to direct, supervise, control, or review privileged or deliberative work product or to delay payment.

3.3. CITY and DEVELOPER hereby acknowledge and agree that processing of DEVELOPER's application for the proposed Project is not contingent on the hiring of any specific contractors.

3.4. CITY and DEVELOPER hereby acknowledge and agree that DEVELOPER's duty to reimburse CITY is not contingent upon CITY's approval or disapproval of the proposed Project or upon the result of any action of CITY.

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3.5. Neither DEVELOPER, nor its officers, employees or agents, shall communicate with CONSULTANT during the term of this agreement without prior approval of CITY. CITY shall instruct CONSULTANT not to communicate with DEVELOPER or its agents without consent of CITY. The CONSULTANT shall receive direction solely from the CITY. Any technical comments, requests for revisions, or direction to the CONSULTANT shall be issued by the CITY unless otherwise expressly authorized in writing by the Community Development Director.

3.5.1. Draft Documents and Internal Work Product. DEVELOPER acknowledges that the CONSULTANT has been retained by the CITY to prepare environmental review documents under the direction of the CITY and in the exercise of the CONSULTANT's independent professional judgment. Draft reports, preliminary analyses, working papers, internal comments, quality assurance/quality control documents, memoranda, correspondence between the CITY and CONSULTANT, and other preliminary work product are prepared solely to assist the CITY in its review of the Project and do not constitute final determinations or official actions of the CITY. Except as required by applicable law, such materials shall remain the property of the CITY, shall not be distributed to DEVELOPER, and shall not be subject to review or approval by DEVELOPER. The CITY shall determine which documents, comments, and environmental review materials are appropriate for release during the Project review process. Nothing in this Section requires or permits CITY to withhold any record when disclosure is required by the California Public Records Act, a court order, or other applicable law.

3.6. Technical Study Review. CITY shall determine whether technical reports and studies are adequate for purposes of Project review and compliance with applicable federal, state, and local laws. CITY may require revisions, supplemental information, or additional studies whenever CITY determines such information is reasonably necessary to complete its review. DEVELOPER acknowledges that review of revised technical reports may require multiple iterations depending upon the scope and quality of revisions submitted.

3.7. Review Timeframes. Any schedules or estimated review timeframes contained in the Scope of Work, Project Schedule, correspondence, or other Project documents are estimates only and do not constitute binding deadlines upon CITY or CONSULTANT. Review time shall depend upon the complexity of the Project, completeness and quality of submitted materials, coordination with reviewing agencies, and compliance with applicable legal requirements. Nothing in this Section waives or alters a deadline imposed by nonwaivable applicable law.

3.7.1. Project Schedule Assumptions. DEVELOPER acknowledges that any project schedule or estimated timeframe for completion of the EIR, including the schedule contained in the CONSULTANT's scope of work or proposal, is based upon assumptions regarding the timely submission of complete and

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technically adequate materials by the DEVELOPER, prompt responses to requests for additional information, timely completion of technical studies, and continued cooperation among the DEVELOPER, the CITY, the CONSULTANT, responsible agencies, and other reviewing entities. Any delay resulting from incomplete or deficient submittals, revisions to technical reports, changes to the Project, requests for additional information or studies, agency review, public participation, or other circumstances beyond the CITY's or CONSULTANT's control may extend the estimated schedule. Such extensions shall not constitute a breach of this Agreement or delay attributable to the CITY or CONSULTANT.

3.8. Independent Environmental Review. DEVELOPER acknowledges that CONSULTANT prepares the environmental review documents on behalf of and under the direction of CITY. All environmental analyses, determinations regarding the adequacy of technical studies, requests for additional information, and recommendations concerning CEQA compliance shall be made independently by CONSULTANT under the supervision of CITY. Nothing in this Agreement shall be interpreted to create any contractual or supervisory relationship between DEVELOPER and CONSULTANT.

3.9. Regulatory Authority Reserved. Nothing contained in this Agreement, any cost estimate, project schedule, meeting, correspondence, or prior accommodation by CITY shall limit CITY'S authority to require additional information, revise the review process, request supplemental technical studies, or otherwise administer the Project as necessary to comply with applicable law or to ensure a complete and legally defensible environmental review.

4. **SURVIVAL.** DEVELOPER's obligation to reimburse CITY for all costs and expenses incurred pursuant to this Agreement shall survive the completion, termination, expiration, or abandonment of the Project and this Agreement until all amounts due have been paid in full. This obligation includes amounts incurred or committed for cancellation, closeout, wind-down, or litigation and survives denial, approval, and final action on the Project.

5. **PAYMENT OF ADDITIONAL COSTS.** Any additional amount due under this Agreement shall be paid by DEVELOPER within thirty (30) days after written demand by CITY. To the fullest extent permitted by law, CITY may suspend work on the EIR and processing of the Project and may withhold hearings, document releases, recommendations, approvals, permits, and other discretionary action until such payment is received.

6. **NO CITY LIABILITY FOR DELAYS.** CITY shall not be liable for any delay in the preparation, review, or completion of the EIR or processing of the Project resulting from consultant performance, public agency review, litigation, public comment, changes requested by DEVELOPER, or other circumstances beyond CITY's control.

7. **INTERPRETATION.** This Agreement is deemed to have been prepared by all of the parties hereto, and any uncertainty or ambiguity herein shall not be interpreted against the

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drafter, but rather, if such ambiguity or uncertainty exists, shall be interpreted according to the applicable rules of interpretation of contract under the law of the State of California.

8. **ASSIGNMENT.** This Agreement shall not be assigned in whole or in part without the prior written consent of CITY. As a condition of any consent, the successor or assignee shall assume in writing all of DEVELOPER's obligations under this Agreement. No assignment shall release DEVELOPER from any obligation unless CITY expressly agrees in writing, and this Agreement shall bind DEVELOPER's successors and permitted assigns.

9. **NOTICE.** All notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative, as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

   Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid and addressed to the party at its applicable address.

CITY:

CITY OF MALIBU
Attention: Yolanda Bundy, Community Development Director
23825 Stuart Ranch Road
Malibu, CA 90265-4861

DEVELOPER:

GREEN ACRES LLC
a California limited liability company
P.O. Box 6528
Malibu, CA 90264

And Its Members at the same address
as shown for Green Acres LLC:

Manhattan Partners II, LLC
a California limited liability company
Hushmand Sohaili - Manager

RM REW, LLC
a California limited liability company
Richard Weintraub - Manager

10. **GOVERNING LAW/VENUE.** This Agreement shall be governed by the laws of the State of California and the exclusive venue for all disputes arising hereunder shall be the Superior Court for the County of Los Angeles and/or the Central District of California, as applicable.

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11. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement represents the entire integrated Agreement between CITY and DEVELOPER, and supersedes any and all other agreements, either oral or written, between the parties, and contains all the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein. Any agreement, statement or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.

12. **EXECUTION.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when both parties have signed at least one copy hereof and 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. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

13. **AUTHORITY TO ENTER AGREEMENT.** The DEVELOPER has all requisite power and authority to conduct its business and to execute, deliver and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and to bind each respective party.

[SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, the parties have executed this Agreement _____.

CITY:

CITY OF MALIBU,
a municipal corporation:

_____
BRUCE SILVERSTEIN, Mayor

DEVELOPER:

GREEN ACRES LLC,
a California limited liability company:

By: Manhattan Partners II, LLC
a California limited liability company
Managing Member

By: DocuSigned by: _____
9C3512944550431...
Name: Hushmand Sohaili
Title: Manager

By: RM REW, LLC
a California limited liability company
Managing Member

By: DocuSigned by: Richard Weintraub
EFEE7EB27D9746C...
Name: Richard Weintraub
Title: Manager

ATTEST:

_____
KELSEY PETTIJOHN, City Clerk
(seal)

Date: _____

APPROVED AS TO FORM:

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

_____
TREVOR RUSIN, City Attorney

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EXHIBIT A

Consultant Scope of Work / Cost Estimate

SCOPE OF WORK

The Environmental Impact Report (EIR) must include sufficient analysis of the direct and indirect project-level and cumulative environmental impacts associated with the Project, including construction and operation, in accordance with the requirements of CEQA.

Previous versions of a proposed hotel (although not the same Project) have been considered by the City, California Coastal Commission, and County for this site. Most recently in 2014, the City of Malibu prepared a Draft EIR that was circulated for a different hotel project. This Draft EIR was never certified by the City and remained a draft until the project was withdrawn by the applicant at the time. Pursuant to CEQA Guidelines §15060(d), the City may bypass the Initial Study (IS) phase and proceed directly to preparing an EIR since it is known an EIR will be necessary for the Project. It is anticipated that the following are expected to be studied in the EIR: aesthetics, air quality and health risk, biological resources, cultural resources, energy, geology and soils, greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality, land use and planning, noise, population and housing, public services, recreation, transportation, tribal cultural resources, utilities and service systems, and wildfire. Additionally, its is expected that the consultant will address and respond to comments and concerns resulting from the Notice of Preparation (NOP) process and Scoping Meeting and make recommendations to the City if other studies are needed to meet CEQA requirements.

The Project's consistency with various regulatory and guiding documents will need to be analyzed in the EIR to evaluate, among other potential laws, regulations, and standards relevant to individual CEQA topics required to be analyzed, the Project's consistency with the Local Coastal Program, Malibu Municipal Code (MMC) Title 17 (Zoning), and the General Plan.

The Consultant will be responsible for the following specific tasks and deliverables associated with the preparation of the EIR.

Task 1	**Review Relevant Documents and Project Kickoff**. Review all relevant Project description documents, Project plans, Applicant-prepared documents and reports, Property background information on-file with the City, and applicable regulations in an effort to gather existing data and Project information currently available and necessary to prepare the technical studies and EIR. The application is still under review, and additional documents and revisions may be forthcoming as needed. Note that the documents and reports have not yet been accepted by the City's reviewing departments as being complete, and the Applicant continues to work on their application documentation and reports, as applicable, during the City's application review process. A list of applicant-provided documents and reports was included as Attachment

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	4 of the RFP. With the exception of the geo-engineering investigations, which include all submittals to date, all other documents and reports provided are the latest versions. The applicant has or will prepare the following additional studies and that will be, but have yet been, submitted them to City (Phase 1 Environmental Site Assessment; Exterior Noise and Exterior Façade Acoustical Analysis; Archaeological and Tribal Cultural Resource Assessment (Phase 1 Investigation); Air Quality Technical Report and Air Health Risk Assessment; Visual Study and Report with 3D modeling), Greenhouse Gas Emissions Technical report, Energy Use Technical Report, Wastewater, and Water. As mentioned, a Draft EIR was prepared in 2013 for a prior hotel design on the subject property; however, a Final EIR was not prepared as the applicant withdrew the project prior to its preparation. The 2013 Draft EIR included extensive studies and analysis for the prior hotel design. Consultant shall review for any relevant information. Consultant will organize a kickoff meeting with the City. Consultant will conduct a site visit, take photographs, and make notes about the existing conditions and potential impacts. Consultant will develop a list of any information necessary for purposes of conducting the environmental analysis including any additional information to complete the EIR Project Description (Task 2) and streamline the analysis for technical studies.
Task 2	**Project Description.** Following completion of Task 1, the Consultant will apply their understanding of existing conditions from the information contained in the Supplemental RFP and any additional information provided submitted for the Project to prepare a baseline environmental setting and a Project Description. Consultant shall ensure that the Project Description complies with the requirements of CEQA Guidelines Section 15124 and meets City preferences for formatting, content, and readability. Consultant shall ensure its efficiency, readability for the general public, and elimination of duplication or redundancy. Consultant will combine text, tables, and figures to create a concise yet comprehensive Project Description. Accompanying the Project Description will be a list of the anticipated responsible and trustee agencies, and necessary discretionary actions including permits, agreements, amendments, and/or any other action anticipated, characterized by jurisdiction. The Consultant will assist the City in preparing Project Objectives that will help craft and evaluate alternatives to the Project later in the EIR process. The Project Objectives should not be overly narrow or broad but should allow for a reasonable range of alternatives that would reduce one or more significant impacts associated with the Project. Note: See Tasks 11 and 12 for public noticing and meetings, including the NOP

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	and Scoping meeting. **Reviews:** Consultant will modify the Project Description up to two times in response to review comments. **Deliverables:** Draft(s) and Final Project Description, including figures (provided in Word with tracked changes and clean versions for each round of review; Final Project Description will also be provided in PDF).
Task 3	**Prepare Notice of Preparation (NOP).** Consultant will prepare the NOP. The Final NOP version will be used for distribution to stakeholders and the general public. Consultant will handle as-needed distribution using the mailing list provided by the City. Distribution will be in coordination with the City. Pursuant to CEQA Guidelines §15060(d), the City may bypass the IS phase and proceed directly to preparing an EIR. Consultant will assist the City in Assembly Bill (AB) 52 consultation, including requesting a list of tribal contacts from the Native American Heritage Commission (NAHC) for consultation. Consultant will provide this list (if any are identified) to the City. If requested, Consultant will assist the City in consultation tasks as appropriate. Note: See Tasks 11 and 12 for public noticing and meetings including the NOP and Scoping meeting. **Reviews:** Consultant will modify the NOP in response to review comments before finalizing for distribution. **Deliverables:** Final NOP (provided in Word with tracked changes and clean versions). Final PDF shall be "web-ready" for public review, and in compliance with Section 508 Accessibility standards (WCAG 2.1AA; City does not have accessibility templates, checklists, or format preferences). Bookmarks shall be added to all PDFs to aid in review. Digital version shall be made available to the City on a secure file transfer site.
Task 4	**Technical Studies.** It is expected that the Consultant will first peer review technical studies supplied to date for the project, including studies prepared for previously mentioned EIR preparation using qualified experts required to support the EIR analysis and to comply with federal, state, and local requirements. If the Consultant determines that any existing technical study is incomplete, outdated, or otherwise insufficient to support preparation of the EIR, or identifies the need for additional technical studies, the Consultant shall promptly notify the City in writing and identify the deficiencies. The City, in consultation with the Consultant, will determine whether the identified deficiencies may be addressed through supplemental analyses or addenda prepared by the applicant's consultants in a manner that satisfies CEQA requirements. If the City and Consultant determine that a technical study must

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	be substantially revised or entirely re-prepared, the Consultant shall oversee the preparation of the required technical studies by qualified subcontractors or subject matter experts to ensure they provide adequate support for the EIR and comply with all applicable federal, state, and local laws, regulations, and guidelines. The final determination whether studies are sufficient or insufficient will be determined by the Community Development Director or his/her designee, with advice from the consultant. The consultant is not to prepare any new studies without City authorization. It is anticipated that the EIR will be based on the following Technical reports: ▪ Wildfire Report and Wildfire Evacuation Analysis (to be prepared by Dudek) ▪ Transportation Impact Study / Vehicle Miles Traveled Analysis (utilize SCAG Regional Transportation Demand Model) ▪ Aesthetics and Visual Resources Technical Report ▪ Air Quality Technical Report and Air Health Risk Assessment (construction, haul route, operations) ▪ Biological Resources Technical Report ▪ Cultural Resources Technical Report ▪ Energy Use Technical Report ▪ Geology and Soils Technical Report ▪ Greenhouse Gases Technical Report ▪ Phase I Environmental Site Assessment ▪ Preliminary Drainage Study ▪ Stormwater Management Plan ▪ Noise and Vibration Technical Report ▪ Utility Infrastructure Study – Wastewater ▪ Utility Infrastructure Study – Water ▪ Water Supply Assessment – If a WSA will not be required, the Consultant shall provide an explanation its rationale in the proposal and provide some cost for preparing a formal justification as part of the CEQA documentation. If a prospective consultant believes a WSA will be required, it should provide the cost as part of its proposal). The applicant included several documents and reports as part of their application. Note that the document and reports have not yet been accepted by the City's reviewing departments as being complete and the Applicant continues to work on their application documentation and reports, as applicable, during the City's application review process. A list of applicant-provided documents and reports were included as Attachment 4 of the RFP. With exception to the geo engineering investigations which include all submittals to-date, all other documents and reports provided are the latest versions. Other studies may be prepared by the applicant but have not been submitted to the City at this time (e.g., Phase 1 Environmental Site Assessment; Exterior Noise and Exterior Façade Acoustical Analysis; Archaeological and Tribal Cultural Resource Assessment (Phase 1 Investigation); Air Quality Technical Report and Air Health Risk Assessment;

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	Visual Study and Report with 3D modeling), Greenhouse Gas Emissions Technical report, Energy Use Technical Report, Wastewater, and Water. Additionally, a Draft EIR was prepared in 2013 for a prior hotel design on the subject property; however, a Final EIR was not prepared as the applicant withdrew the project prior to its preparation. The 2013 Draft EIR included extensive studies and analysis for the prior hotel design. Note: Any information needs from the applicant team during preparation of the EIR would first be vetted with City staff and, where appropriate, requests for information would be made of the applicant team via City staff and not the selected CEQA consultant. Consultants should not expect to have direct interaction with the applicant team without City staff. **Reviews:** Consultants should expect to provide additional materials or clarification if needed to respond to comments received. **Deliverables:** Peer Review Memos. Draft and Final Technical Studies (provided in Word with tracked changes and clean versions). Final PDFs shall be "web-ready" for public review, and in compliance with Section 508 Accessibility standards (WCAG 2.1AA; City does not have accessibility templates, checklists, or format preferences). Bookmarks shall be added to all PDFs to aid in review. See Appendix A for Tasks 4.1 – 4.14b for full description of Consultant approach for each study.
Task 5	**Administrative Draft EIR and Screencheck Draft EIR**. Consultant will prepare a Matrix of thresholds for use in evaluating CEQA impacts. At minimum, the Matrix shall include: 1) EIR Chapter; 2) Threshold Considered in Draft EIR Chapter; 3) Definition (any term(s) that need to be defined in the threshold); and 4) Methodology (method to be used to evaluate each threshold). Consultant will ensure City acceptance of the Matrix before preparation of the Administrative Draft EIR sections. This step is critical before work effort is performed on the Draft EIR and, depending on the thoroughness of the Matrix, may include multiple reviews as necessary to finalize. Once accepted by the City, Consultant will incorporate additional columns into the Matrix through the drafting process that identifies: 5) Any Project Design Features (PDFs) or Compliance with Regulations Relied Upon; 6) Impact; 7) Mitigation Measures; and 8) Supporting Technical Study. The Matrix will be kept up to date during the Draft and Final EIR Screenchecks. Consultant will prepare the Administrative Draft EIR, including the Draft Mitigation, Monitoring and Reporting Program (MMRP), and applicable Appendices. Consultant will incorporate the technical studies prepared and/or incorporated from the applicant-prepared studies and/or 2013 Draft EIR in Task 4 into the EIR.

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	Consultant will diligently work to ensure that the Administrative Draft EIR sections are efficient, organized, and formatted for ease of review by the general public, and void of unnecessary repetitive information. Consultant will ensure that the conclusions in each Administrative Draft EIR section are based on supportive analysis and/or justifications, include clear and concise statements of thresholds and methodologies, and state whether the Project's impact on each threshold is No Impact, Less than Significant Impact, Less than Significant Impact with Mitigation, or Significant and Unavoidable Impact. Consultant will provide a summary "call-out" box at the beginning of each threshold that briefly describes the: 1) Threshold; 2) Impact; 3) Applicable PDF(s); 4) Significance Before Mitigation; 5) Mitigation Measure(s); and 6) Significance After Mitigation. The "call out" box is intended for ease of review of the sections by the general public and City decision-makers. Consultant will incorporate any PDFs into the applicable Administrative Draft EIR and MMRP, if applicable. Consultant shall ensure that all Mitigation Measures proposed are legally sufficient and defensible, as required by CEQA, including: 1) an explanation why the Mitigation Measure is needed; 2) who would be responsible to perform the Mitigation Measure; 3) timing for when the Mitigation Measure should be completed; and 4) monitoring provisions and/or who would be responsible for completing the monitoring. Consultant will incorporate all Mitigation Measures considered but rejected with a rationale for why the Mitigation Measure was rejected. Consultant will ensure that revisions to technical studies shall be sufficiently carried into the relevant Administrative Draft EIR section and vice-versa. Consultant will prepare other sections of the Administrative Draft EIR including the cover, table of contents, introduction, environmental setting, environmental analysis, and list of preparers. Consultant will incorporate its cumulative impact analysis into the Administrative Draft EIR section in lieu of a standalone chapter. Cumulative projects shall consider all past, present, and probable future projects (physical development and substantive policy/legislation including any uncertified LCP amendments, MMC amendments, and General Plan amendments in process). Consultant will need to develop a comprehensive list of cumulative projects, in consultation with the City. In addition to a list of cumulative projects provided by the City, at minimum, the Consultant will contact the County including LACFD and WD29, Pepperdine University, the Santa Monica-Malibu Unified

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	School District (SMMUSD), and Caltrans for a list of all nearby projects to the subject property. An analysis of the cumulative projects will serve as the basis for the impact significance determination baseline, while the Project's incremental contribution to the cumulative baseline will be considered the Project's potential cumulative impact; however, other agencies as appropriate may also be incorporated. The Consultant will prepare a range of Project Alternatives (including the no-project alternative) sufficient to provide a qualitative comparison to the Project's effect on the environment. Consultant, in consultation with the City, will identify the environmentally superior alternative, which will be an alternative other than the no-project alternative. Project Alternatives to be considered in the analysis will be based on consultation with the City, as well as suggestions received during the scoping period. Consultant will need to ensure that sufficient time is included in its proposal for this sub-task due to Project complexity, coordination with City and County departments, and reviews. Consultant will analyze any potential growth-inducing effects and significant irreversible changes. Consultant will include the following in the relevant Administrative Draft EIR sections: 1) Land Use and Planning: Evaluate consistency with the Local Coastal Program (LUP and LIP), MMC (as applicable), and General Plan; 2) Population and Housing; 3) Public Services; and Utilities and Service Systems: Obtain or utilize obtained will serve letters from LACFD, County Sheriff, WD29, City Public Works, and various utilities; 4) Recreation: Evaluate construction and operational impacts on public parks and public parking in the vicinity of the Property, including consistency with LCP policies related to public access to parklands and overnight accommodations; and 5) Tribal Consultation Resources: Provide AB 52 assistance and consultation, if needed. **Reviews:** Consultant will modify sections of the Administrative Draft EIR once and then prepare the Screencheck EIR. If changes are made in a Draft EIR section that corresponds to a revision needed in a technical study, Consultant will incorporate those changes as applicable. Such incorporations are in addition to any Task 4 reviews. **Deliverables:** Administrative Draft EIR and Screencheck Draft EIR, MMRP

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	and Appendices (provided in Word with clean and tracked change versions for each round of review).
Task 6	**Public Review Draft EIR**. Prepare the Public Review Draft EIR including the Draft MMRP and applicable Appendices based on comments received. All citations and references in the Draft EIR shall specify the page number(s) of the associated document and a copy of each reference document in PDF and web link (or portion of each document as applicable) with an Index provided to the City prior to the commencement of the Draft EIR public review period. Note that typical with City practice, the Cultural Resources report would include a placeholder in the Appendices and instructions for contacting the City Planning Division for review (PDF and printed public review versions). Prior to publishing for public review, Consultant shall request written City acknowledgement that the Public Review Draft EIR is ready for public circulation. Consultant will be responsible for preparing and distributing all public notices associated with the Final EIR (see Task 11) including to LCI; however, City will file all public notices associated with the Public Review Draft EIR with the County including payment of County filing fees and California Department of Fish and Wildlife fees. Even though LCI filings are now electronic, the City will request printed copies of the Draft EIR, per the Deliverables below. **Deliverables:** Public Review Draft EIR, Draft MMRP, and Appendices (provided in PDF, print, and Word with a clean and tracked changes version of the Screencheck Draft EIR). PDF of all references to be provided and a web link to files. Final PDF shall include bookmarks, be "web-ready" for public review, and in compliance with Section 508 Accessibility standards, including appendices. Digital version shall be made available to the City on a secure file transfer site, including all references. Estimate 15 hard copies of the Draft EIR Executive Summary and an additional 5 hard copies of the complete Public Review Draft EIR, Draft MMRP, and Appendices. Typical with City practice, the Cultural Resources report would include a placeholder in the Appendices and instructions for contacting the City Planning Division for review (PDF and printed public review versions).
Task 7	**Response to Comments**. Prepare Draft Responses to Comments received during the Draft EIR public review period (estimate at least 150 individual comments). Consultant will work closely with the City to strategize the appropriate responses and identify areas for revisions to the document, if necessary. Based on the comments provided on the draft responses to comments, Consultant will prepare revised responses to comments.

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	Consultant will organize and catalog all comment letters received during the public review period. Consultant will prepare a memorandum summarizing the comments, key issues, and any alternatives identified. Consultant will prepare a list of people, organizations, and agencies participating and commenting (including contact information if available), and incorporate all prior people, organizations, and agencies that participated and/or commented on the NOP or requested notification. **Reviews:** Consultant will modify the draft Response to Comments up to three times in response to review comments. **Deliverables:** Draft and Final Response to Comments (provided in Word, with clean and tracked changes versions of each round of review).
Task 8	**Screencheck Final EIR**. Prepare the Final Responses to Comments, the Screencheck Final EIR, the Final MMRP, and any new Appendices if applicable. The Screencheck Final EIR shall be prepared in a strikeout/underline format to the Draft EIR to highlight changes in the document, along with an Errata chapter, and the Responses to Comments. The Screencheck Final EIR shall not be prepared as an abbreviated version cross-referencing to the Draft EIR. The MMRP will include an indication of the Project time period to which the measure applies (i.e., construction, operation, and pre- and post-occupancy), reporting requirements, responsible party for cost and implementing/enforcing the mitigation, requirements for monitoring, and frequency of reporting). **Reviews:** Consultant will modify sections of the Screencheck Final EIR <u>two</u> times prior to the Final EIR. If changes are made in a Final EIR section that corresponds to a revision needed in a technical study, Consultant will incorporate those changes as applicable. **Deliverables:** Screencheck Final EIR including Response to Comments, MMRP, and any new appendices (provided in Word with clean and tracked changes version of the last round of review for the Response to Comments, and for each round of review of the Screencheck Final EIR).
Task 9	**Final EIR**. Prepare a Final EIR, Final MMRP, and any new Appendices for the Planning Commission's review and adoption based on the comments received. The Final EIR shall be integrated into the Draft EIR (in a strikeout/underline format to the Draft EIR) and <u>shall not</u> be prepared as an abbreviated version cross-referencing to the Draft EIR. Consultant will be responsible for preparing and distributing all public notices associated with the Final EIR (see Task 11) in consultation with the City; however, City will file all public notices associated with the Final EIR with the

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	County including payment of County filing fees and California Department of Fish and Wildlife fees (proof of prior payment). **Deliverables:** Final EIR, Final MMRP, and Appendices (provided in PDF, print, and Word with a clean and tracked changes version of the Screencheck). Final PDF shall include bookmarks, be "web-ready" for public review, and in compliance with Section 508 Accessibility standards, including Response to Comments, revised text, figures, and any additional appendices (WCAG 2.1AA; City does not have accessibility templates, checklists, or format preferences). Digital version shall be made available to be City on a secure file transfer site, including all references. Estimate 10 hard copies of the complete Final EIR including Response to Comments, MMRP, and all appendices. Typical with City practice, the Cultural Resources report would include a placeholder in the Appendices and instructions for contacting the City Planning Division for review (PDF and printed public review versions).
Task 10	**Findings and Statement.** Prepare Draft Findings of Fact and a Statement of Overriding Considerations (if significant and unavoidable impacts are identified) in accordance with CEQA Guidelines Sections 15091 and 15093. Based upon comments provided on the Draft Findings and Statement, Consultant will prepare the revised Findings and Statement. **Reviews:** Consultant will modify the Findings and Statement up to <u>two</u> times in response to review comments. **Deliverables:** Draft and Final Findings of Fact and Statement of Overriding Considerations (provided in Word with clean and tracked changes versions of each round of review); Final Findings and Statement to be provided in PDF.
Task 11	**Notices**. Prepare the following CEQA public notices: Notice of Preparation (NOP), Notice of Completion (NOC), SCH Summary Form, Notice of Availability (NOA), and Notice of Determination (NOD). Consultant will be responsible for preparing and distributing all public notices associated with the EIR in consultation with the City; however, the City will file all public notices associated with the County, including payment of County filing fees and California Department of Fish and Wildlife fees. Notices will meet all CEQA requirements and City preferences. City will prepare Planning Commission hearing notices prior to EIR certification in coordination with City. Consultant will review and provide feedback to City. The City will distribute, print, and file the final public hearing notices. In the event of an appeal to City Council, City will prepare City Council hearing notices with Consultant's review (Task 12(b)). Upon completion of the scoping period and public review period, Consultant will organize and catalog all comment letters received during the scoping period. Consultant will prepare a memorandum summarizing the comments,

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	key issues, and any alternatives identified. Consultant will prepare a list of people, organizations, and agencies participating and commenting (including contact information if available). Consultant will prepare NOP and NOA postcard courtesy notices for City review. City will finalize, print, and mail to property owners and occupants within 500 feet of the Property and all interested parties on-file with the City. Consultant will assist City in maintaining its record of mailed postcards, returned postcards (if any), and address updates as applicable. **Reviews:** Consultant will modify each form of notice up to two times in response to review comments. **Deliverables:** Public notices and postcard mailers (provided in Word with clean and tracked changes versions of each round of review).
Task 12	**Project Coordination, Meetings, and Quality Control**. This task includes management of the Agreement, applicable subcontracts, schedule, budget, and coordination with subcontractors, and other consultants, City staff, City contract consultants, Applicant when applicable, agencies, and others. Consultant will assign a dedicated Project Manager who has extensive experience managing the preparation of an EIR and environmental analysis for projects of similar size, type, and complexity. To the maximum extent feasible, Consultant shall ensure that the designated Project Manager shall remain involved until the Planning Commission (or City Council in the event of an appeal) acts on the EIR. Attendance, participation, and assistance in regular team meetings and calls, public meetings, and stakeholder meetings. Consultant to facilitate the public Scoping meetings in coordination with City staff and/or City contract consultants including in-person and/or virtual participation, preparation and delivery of a PowerPoint presentation, obtaining comments, and keeping meeting notes. Consultant will provide the City with a monthly status report documenting the work performed during the prior month and the work expected to be completed in the next month. This report will accompany monthly invoices submitted to City. At minimum, the following services will be necessary and should be budgeted as part of this Task: • In addition to the designated Project Manager and/or any other staff or subcontractors assigned, Consultant shall account for and ensure that all applicable technical leads are included in meetings pertaining to their

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	technical expertise when appropriate. • Attend regular monthly project management meetings and calls with City staff and/or City contract consultants (estimate one, one-hour meeting per month over the life of the proposed schedule; assume 90 percent virtual and 10 percent in-person). At- will calls can be made by the consultant for clarification and direction. • Upon completion of the Administrative Draft EIR, a working meeting to review and discuss City comments shall take place. • Attend up to two, two-hour stakeholder meetings before the Draft EIR is released (assume 50 percent virtual and 50 percent in-person). • Attend working review sessions associated with the Response to Comments and prior to Final EIR preparation (estimate 5, two-hour meetings; assume 90 percent virtual and 10 percent in-person). • Attend up to two, two-hour stakeholder and other public meetings prior to Planning Commission hearing (assume 50 percent virtual and 50 percent in-person). • Provide Planning Commission hearing agenda report and PowerPoint preparation assistance to City staff and/or City contract consultants. • Attend up to two Planning Commission hearings including preparation (estimate eight hours each including preparation time; assume 100 percent in-person). • Manage applicable Project contracts and subcontracts, EIR schedule, and budget. Integrate the EIR schedule into other Project-related schedules as provided and requested. • Ensure that monthly invoicing is submitted to the City within 30 days after the close of each month that services are provided. • Coordinate with subcontractors and other consultants, City staff, City contract consultants, agencies, and others as appropriate. • Provide comprehensive and diligent Quality Assurance (QA) and Quality Control (QC) of all documents prepared, including technical studies and appendices; and ensure an adequate level of information, explanation, and conclusions in all documents as required by CEQA. • Ensure that the QA/QC process addresses all issues with document formatting, consistency of terms, grammar, abbreviations, and typographical issues. • Implement measures to ensure version control is maintained by all reviewing parties and to ensure that tracked changes/comments are managed and addressed adequately.

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Referenced attachments to Request for Proposals

ATTACHMENT 3
ADDITIONAL AESTHETICS REPORT COMPONENTS

Aesthetics

- Prepare an Aesthetics and Visual Resources Technical Report. Primary consideration shall be public views of hillsides and the ocean from public viewing areas.
- Evaluate consistency with applicable policies of the LCP and the City's Dark Sky Ordinance. Consideration of public views of hillsides and the ocean shall be evaluated.
- Include a minimum 9 key observation points as generally represented in the exhibit below, comprised of six views from LCP-designated scenic roads (PCH and Malibu Canyon Rd), two from parks (Malibu Bluffs Park and Legacy Park), and one from the public beach generally southeast of the subject property. Final locations to be confirmed with City.



- Assess if Applicant-provided 3D modeling in visual simulations is sufficient for existing view and proposed views. If not sufficient, prepare additional 3D modeling as necessary to supplement using building/structure footprint and height, including proposed exterior grade changes outside of building footprint.
- Prepare a quantitative and qualitative assessment of daytime glare and nighttime illumination and sky glow. These findings will be integrated into the technical report.

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ATTACHMENT 4
LIST OF APPLICANT PROVIDED DOCUMENTS & REPORTS

The following documents and reports are noted for reference and are a part of the City's project submittal files.

Alta Survey	▪ Chris Nelson & Associates (11/2019)
Preliminary Title Report	▪ Chicago Title (4/30/19, 2/5/24)
Architectural Plans	▪ Adamson Associates (9/23/23, 2/13/25)
Civil Plans	▪ Sherwood Design Engineers (9/25/23, 6/24/24)
Landscaping Plans	▪ The Olin Studio (8/15/23, 6/24/24)
Lighting Plans & Photometric	▪ Kaplan Gehring McCarroll Architectural Lighting (1/1/20, 6/24/24)
Lighting Fixture Schedule and Specifications	▪ Kaplan Gehring McCarroll Architectural Lighting (9/25/23, 6/24/24)
Biological Assessment	▪ Forde Biological Consultants (5/23/24, 6/26/24, 3/26/25)
Preliminary Geologic and Geotechnical Engineering Investigation	▪ GeoSoils Consultants, Inc. (9/21/23, 6/27/24, 4/3/25, 5/29/25, 7/7/25)
Traffic Impact Analysis	▪ Linscott, Law & Greenspan (12/5/23, 5/8/25, 6/17/25)
Total Grading Yardage Certificate	▪ Sherwood Design Engineers (9/14/23, 6/13/24)
Stormwater Management Plan	▪ Sherwood Design Engineers (6/7/24, 7/7/24)
Wastewater Flows Memorandum	▪ Sherwood Design Engineers (5/16/24)

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Appendix A to Task 4.0 Technical Studies

Task 4: Technical Studies

The Applicant's team prepared technical studies that may be relied upon to evaluate the potential impacts of the Project. As part of this effort, the existing studies will be peer-reviewed and updated as necessary to ensure they meet a CEQA level of adequacy. As provided in the scope of work below, where an Applicant study is not available, a new study has been proposed. A summary of each technical approach is provided below.

Task 4.1a: Fire Protection Plan

The Project Site is located in a wildfire zone, and previous wildfires in Malibu and the Palisades have made wildfire planning a critical component for projects. Dudek will prepare a Fire Protection Plan (FPP) for the proposed Project, recognizing the site's location in a high wildfire hazard area and the importance of wildfire planning in Malibu. The scope includes review of site and grading data, field-based risk assessment, fire behavior modeling, fire history analysis, and preparation of a conceptual fuel modification plan consistent with LACoFD guidelines. Dudek will then prepare the FPP documenting site conditions, code compliance, emergency access, water supply, defensible space, mitigation measures, and fire risk reduction strategies, with up to three rounds of review and revisions included.

Task 4.1b: Wildfire Evacuation Study

Dudek will prepare a Wildfire Evacuation Study (WES) to evaluate evacuation conditions and potential wildfire risks affecting the site and the surrounding community. The WES will integrate evacuation traffic modeling, fire spread modeling, and regulatory analysis to evaluate evacuation feasibility under existing and project conditions. The scope includes data collection and coordination with the project team and LACoFD, development of a Vissim-based evacuation model for multiple community and project scenarios, and fire progression modeling to establish time-of-arrival benchmarks relative to evacuation times. Results will be provided in a comprehensive WES that includes regulatory context, scenario analysis, evacuation routes and contingencies, recommended mitigation measures, and supporting graphics and appendices.

Task 4.2: Peer Review of Transportation Impact Study / Vehicle Miles Traveled Analysis

CR Associates will conduct an independent peer review of the applicant-prepared Transportation Impact Study Report, including evaluation of the vehicle miles traveled (VMT) screening results, VMT analysis methodology and findings, mitigation measures (if required), traffic data collection methods, trip generation and distribution assumptions, traffic assignments, signal timing assumptions, roadway geometry assumptions, site access and circulation, traffic operations analyses, recommended improvements, and supporting technical documentation. The review will focus on evaluating the reasonableness and adequacy of the methodologies, assumptions, modeling inputs, and conclusions presented in the study, including a detailed cross-check of the modeling inputs and assumptions used by the Applicant's traffic consultant. CR Associates will prepare a consolidated First Round Peer Review Comment Memorandum that documents the review findings and recommendations. Following receipt of the revised study, CR Associates will conduct a final review, assuming all first-round comments have been adequately addressed, and will confirm the study's adequacy for environmental review purposes. Additional review rounds or

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independent rerunning of the transportation model to validate study results are not included in this scope

Task 4.3: Peer Review of Photometric Plans and Visual Simulations

Impact Sciences will conduct a peer review of the Applicant-prepared visual simulations. The team will evaluate the appropriateness of the key viewer locations, including the total number of locations provided. As CEQA is concerned with public views, it will be important to identify any public views of important resources (such as the ocean) that may be affected by the project. The team will also review any vegetation proposed for screening to determine the appropriateness. Lastly, we will review the photometric plans prepared by the Applicant's team. The project's lighting plan will be reviewed for compliance with Malibu's dark skies ordinance.

Task 4.4: Peer Review of Air Quality Technical Report and Air Health Risk Assessment

Per the Supplemental RFP, the Applicant has prepared an Air Quality Technical Report and an Air Health Risk Assessment to be submitted to the City. Once the City receives the reports, Impact Sciences' Technical Director will review the reports to ensure they meet the necessary requirements under CEQA. The focus will be to determine if the approach is consistent with the most recent best practices related to Air Quality analysis. The peer review will consider past practice as well as currently accepted practice. Lastly, the health risk assessment will be reviewed, and it is assumed that the health risk assessment will provide a qualitative analysis of relevant health risks.

Task 4.5: Peer Review of Biological Resources Technical Report

Impact Sciences will coordinate with Pax Environmental to conduct a peer review of all existing biological resources technical reports, mapping, and analyses prepared to date for both the prior EIR and the current Project to determine whether it is sufficient to support a defensible environmental review of the Project or whether additional field work and/or analysis is required. Peer review will be led by Pax's senior biologists of documents related to the biological setting and resources, analyses of Project impacts, prescribed mitigation measures, and proposed alternatives, consistent with all relevant environmental regulations and policies. A detailed report will then be prepared, which discusses the adequacy of this information and provides input on where information is missing, incomplete, or out-of-date per agency and/or administrative protocols. If new field work or analysis is determined necessary, a summary report will be provided that includes a list of the specific new data to be collected and studies to be prepared.

Task 4.6: Peer Review of Cultural Resources Technical Report

Pax Environmental will conduct a peer review of all existing cultural resources technical reports, mapping, and analyses prepared to date for both the prior EIR and the current Project to determine whether it is sufficient to support a defensible environmental review of the Project or whether additional field work and/or analysis is required. Peer review will be led by Pax's senior archaeologists of documents related to the cultural setting and resources, analyses of Project impacts, prescribed mitigation measures, and proposed alternatives, consistent with all relevant environmental regulations and policies. A detailed report will then be prepared, which discusses the adequacy of this information and provides input on where information is missing, incomplete, or out-of-date per agency and/or administrative protocols. If new field work or analysis is determined necessary, a summary report will be provided that includes a list of the specific new

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data to be collected and studies to be prepared.

Task 4.7: Peer Review of Energy Use Technical Report

Impact Sciences' Energy Use Technical Report will evaluate the proposed Project's potential energy consumption and identify measures to minimize impacts consistent with the *State CEQA Guidelines* Appendix F, which emphasizes energy conservation and efficient use of energy, including decreasing overall per capita energy consumption, decreasing reliance on fossil fuels, and increasing reliance on renewable energy sources. The assessment will estimate the Project's energy consumption based on anticipated operational demand. Using the estimated energy demand, we will assess potential impacts on local and regional energy resources. This will include reviewing the Project's alignment with relevant energy policies and initiatives, including Malibu's Energy Action Plan and Title 24 of the California Green Building Standards Code. Feasible mitigation measures and efficiency practices will be proposed to reduce energy impacts, promoting sustainable energy use and conservation, where possible.

Task 4.8: Peer Review of Geology and Soils Technical Report

ENGEO will review baseline geologic, seismic, and soil information from published and unpublished literature, GIS data, and online sources for the proposed Project and the surrounding area. Data sources will include the following: reports and documents from the Applicant; geologic literature from the U.S. Geological Survey and the California Geological Survey; soils data from the U.S. Department of Agriculture Natural Resources Conservation Service; geologic and soils GIS data; available geotechnical reports; and online reference materials. The literature review will focus on the identification of specific geologic and seismic hazards at the Project Site, including project-specific fault trenching studies on site to evaluate the Malibu Coast fault traversing through the Project Site.

Task 4.9: Peer Review of Greenhouse Gases Technical Report

The application will prepare the GHG study. Impact Sciences will conduct a peer review and assess the proposed Project's potential GHG emissions in accordance with the *State CEQA Guidelines*. Using CalEEMod, the analysis will quantify existing site emissions (if any), estimate construction-related emissions, and calculate the Project's net increase in GHG emissions. The evaluation will also determine whether the Project would conflict with applicable plans, policies, or regulations adopted to reduce GHG emissions. This assessment will include consistency analyses with the City's Energy Action Plan, the CARB 2022 Scoping Plan, and SCAG's RTP/SCS. The results will support the CEQA evaluation of potential climate impacts associated with Project implementation.

Task 4.10: Peer Review of Phase I Environmental Site Assessment

The applicant will prepare the Phase 1 Environmental Site Assessment report. ENGEO will perform a peer review. If applicable, ENGEO will evaluate available previous explorations, laboratory data, and reports with respect to identified environmental hazards. ENGEO will document findings in a letter that will include a discussion of the appropriateness of the conclusions and recommendations.

Task 4.11: Peer Review of Preliminary Drainage Study and Stormwater Management Plan

ENGEO will provide a peer review of the preliminary drainage study and stormwater management plan prepared by Sherwood Design Engineers for the proposed Project. We will review the

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hydrologic conditions and assumptions presented in the plan and evaluate the overall approach and calculations to manage post-development stormwater at the site with respect to applicable water quality regulations for the proposed Project, namely Order No. R4-2021-0105 as adopted by the Los Angeles Regional Water Quality Control Board (RWQCB). The peer review analysis will identify potential environmental impacts related to erosion, sedimentation, and pollutant discharge, and will identify deficiencies in the stormwater management plan that may be needed to develop mitigation measures to minimize adverse effects on water quality and hydrology. The review of the preliminary drainage study and stormwater management plan will not include construction-related stormwater management. ENGEO will document findings in a letter that will include a discussion of the appropriateness of the conclusions and recommendations and a summary of opinions, conclusions, and recommendations regarding potential concerns.

Task 4.12: Peer Review of Exterior Noise and Exterior Façade Acoustical Analysis

Impact Sciences Technical Director will review the noise reports to determine if the approach is consistent with standard CEQA practice. A review of modeling assumptions and sensitive receptor locations will be considered. Any recommendations will be provided in a letter to the City.

Task 4.13: Utility Infrastructure Study – Wastewater (No Peer Review)

This study may be outside the necessary scope of CEQA and, therefore, is removed from the scope if deemed not necessary If the peer review is necessary, SAI will perform an independent technical review of the Wastewater Flows Memorandum prepared by Sherwood Design Engineers. However, this study may be outside the necessary scope of CEQA and, therefore, could be removed from the scope if deemed not necessary. The purpose of this review is to assess the adequacy, accuracy, and consistency of the wastewater analysis with applicable standards, project assumptions, and environmental documentation requirements. SAI will review the Wastewater Flow Memorandum, including all supporting calculations, figures, and appendices. SAI will evaluate the methodologies used to estimate wastewater generation, including unit flow factors, peaking factors, and occupancy assumptions. Any discrepancies, gaps, or unsupported conclusions that may affect environmental determinations will be identified. SAI will prepare one (1) consolidated comment memorandum summarizing review findings and recommendations. *If peer review is required, the work will be performed applying the 10% contingency fee if necessary.

Task 4.14a: Utility Infrastructure Study – Water (No Peer Review)

This study may be outside the necessary scope of CEQA and, therefore, is removed from the scope if deemed not necessary. If the water infrastructure report is necessary for the CEQA analysis, SAI will perform a water capacity analysis of the existing public water system that will serve the project. The analysis will use existing land uses as shown on a Land Use Map available from the jurisdictional agency, pressure and flow data from fire hydrant flow tests provided by the City of Malibu, record drawings of the existing water system, and demand history provided by the City or Los Angeles County Waterworks. The anticipated water demand projections of the project will be provided by the Project Engineer. SAI will request fire hydrant flow tests from Los Angeles County Waterworks in an effort to acquire flow/pressure data from fire hydrant flow tests. *If peer review is required, the work will be performed applying the 10% contingency fee if necessary.

Task 4.14b: Water Supply Assessment (Not Required)

Based on information provided in the RFP, the proposed Project will likely not require a Water

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Supply Assessment (WSA). The project is below the Senate Bill 610 (SB 610) threshold of 500 rooms for a hotel project. SB 610 also stipulates that a WSA is required if the project demands an amount of water equivalent to or greater than that required by a 500-dwelling-unit residential development. It is not typical that a 146-room hotel would consume the equivalent of 500 residential units, but a luxury resort with extensive amenities could have substantially higher demand than a typical hotel. If a determination is made by Los Angeles County Waterworks or based on water use estimates that a WSA is necessary, Impact Sciences will adjust the scope and cost accordingly. *If peer review is required, work will be performed applying the 10% contingency fee if necessary.

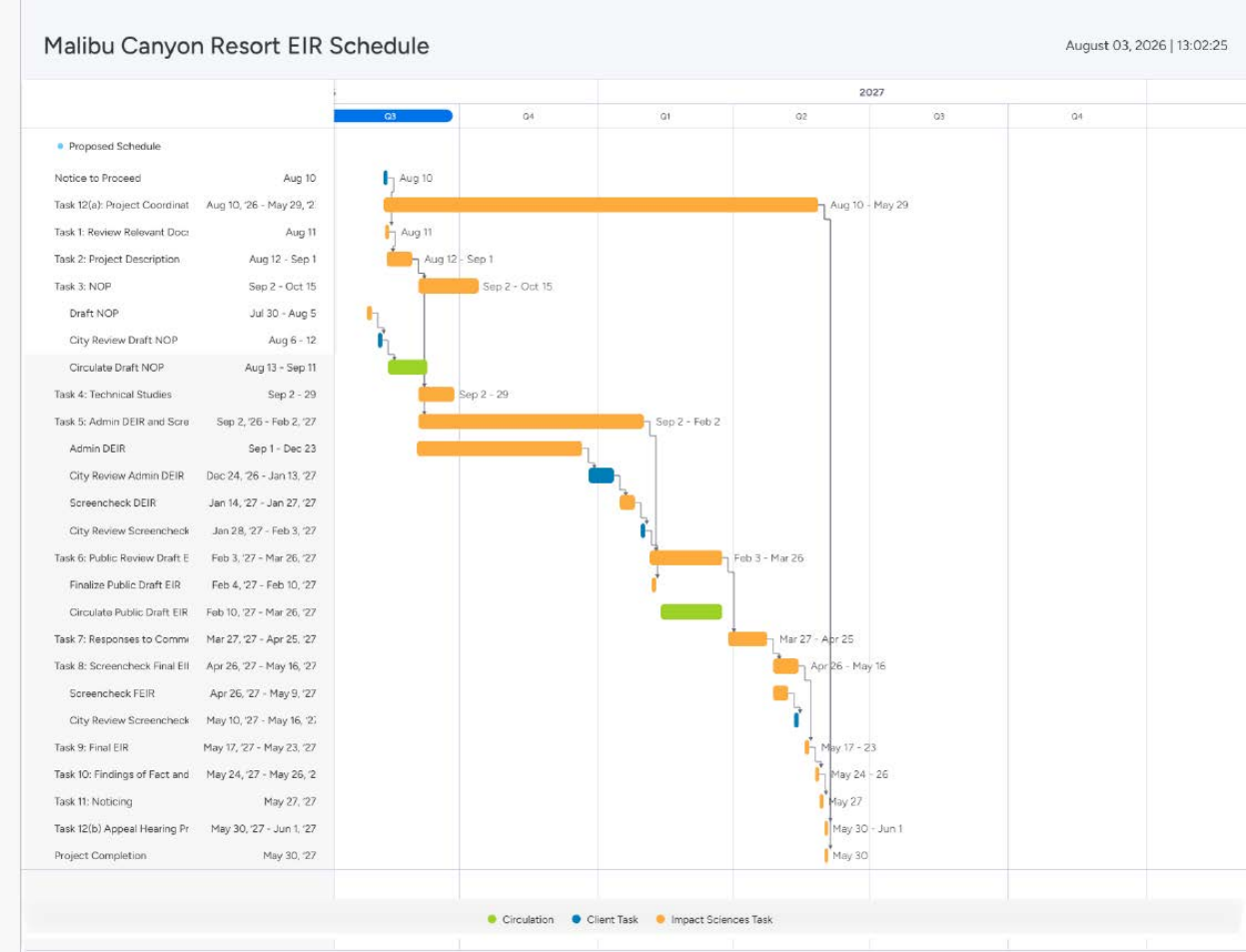
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Timeline

Impact Sciences will work with City staff to complete the environmental review of this project in the most time-efficient manner possible. Upon receiving authorization to proceed, Impact Sciences will begin review of reports and other materials provided by the applicant to the City and will begin preparation of the Administrative Draft EIR.

From Notice to Proceed to filing the Notice of Determination, it is estimated that the project will take eight to ten months.

This schedule represents a good-faith estimate based on the timely submission of complete and technically adequate materials by the Developer, prompt responses to requests for additional information, and continued coordination among the Developer, the City, the Consultant, responsible agencies, and other reviewing entities. Actual completion of the EIR will depend on the completeness and quality of materials submitted, the extent of revisions required to technical studies, agency review and coordination, public participation during the CEQA process, and other factors that may arise during preparation of the EIR. Accordingly, the proposed schedule is an estimate and should not be construed as a guaranteed completion date.



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COMPENSATION FOR SERVICES

The Consultant will be paid for professional services rendered and costs incurred pursuant to this Agreement in accordance with this Exhibit B. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or designee.

Prior to commencing work for the City of Malibu by the Consultant, written authorization must be granted by the Community Development Director or designee.

Project Budget
Exhibit B includes a contingency amount equal to ten percent (10%) of the total estimated project cost to address additional services that may be required during preparation of the EIR. Prior to utilizing the contingency amount, as needed to support completion of the Project, written authorization must be granted by the Community Development Director or designee.

Task	Fee
Task 1: Review Relevant Documents and Project Kick-off	$18,820
Task 2: Project Description	$13,870
Task 3: Notice of Preparation (NOP)	$7,880
Task 4: Technical Studies	$223,978
Task 5: Admin Draft EIR and Screencheck Draft EIR	$140,870
Task 6: Public Review Draft EIR	$8,870
Task 7: Responses to Comments	$53,440
Task 8: Screencheck Final EIR	$18,290
Task 9: Final EIR	$10,120
Task 10: Findings and Statement	$4,560
Task 11: Notices	$7,320
Task 12: Project Coordination, Meetings, Quality Control	$27,800
Estimated Reimbursable Expenses	$3,300
Subtotal	**$539,118**
10% contingency	**$53,912**
TOTAL (including 10% contingency)	**$593,030**

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EIR Tasks

Task	Task Description	TOTAL BUDGET
1	**Review Relevant Docs and Project Kick-Off**	18,820
2	**Project Description**	13,870
3	**Prepare NOP**	7,880
4	**Technical Studies**	
	4.1 Fire Protection Plan and Wildfire Evacuation Study (Dudek)	100,444
	4.2 Peer Review of Transportation Impact Study / VMT/SCAG Analysis (CRA)	18,577
	4.3 Peer Review of Aesthetics and Visual Resources Technical Report	9,170
	4.4 Peer Review of Air Quality Tech Report and HRA	6,430
	4.5 Peer Review of Biological Resources Tech Report (Pax)	6,294
	4.6 Peer Review of Cultural Resources Technical Report (Pax)	7,383
	4.7 Peer Review Energy Use Technical Report	4,770
	4.8 Peer Review of Geology/Soils Tech Report (ENGEO)	14,847
	4.9 Peer Review GHG Tech Report	4,550
	4.10 Peer Review of Phase I ESA (ENGEO)	14,291
	4.11 Peer Review of Prelim Drainage Study & Stormwater Mgmt Plan (ENGEO)	31,152
	4.12 Peer Review of Exterior Noise/Exterior Noise Façade Acoustical Analysis	6,070
	4.13 Utility Infrastructure Study – Wastewater (SAI)	-
	4.14 Utility Infrastructure Study – Water (SAI)	-
5	**Admin Draft EIR and Screencheck Draft EIR**	
	Executive Summary	5,500
	Introduction	2,780
	Project Description	8,760
	Environmental Impact Analysis	1,250
	Aesthetics	8,330
	Air Quality	3,500
	Biological Resources	6,180
	Cultural Resources	4,900
	Energy	2,250
	Geology and Soils	3,075
	Greenhouse Gas Emissions	3,330
	Hazards	3,620
	Hydrology	4,100
	Land Use and Planning	7,160
	Noise	2,250
	Population and Housing	4,530
	Public Services	4,900
	Recreation	3,875
	Transportation	6,980
	Tribal Cultural Resources	2,490
	Utilities and Service Systems	6,000
	Wildfire	8,630
	Other CEQA Considerations / Effects Found Not to be Significant	3,650
	Growth Inducing Impacts	1,810
	Alternatives	10,960
	MMRP	1,810
	Screencheck Draft EIR	18,250
6	**Public Review Draft EIR**	8,870
7	**Responses to Comments**	53,440
8	**Screencheck Final EIR**	18,290
9	**Final EIR**	10,120
10	**Findings and Statement**	4,560
11	**Notices**	7,320
12	**Project Coordination, Meetings, Quality Control**	27,800
	Estimated Reimbursable Expenses	3,300
	SUBTOTAL	**539,118**
	10% Contingency	**53,912**
	TOTAL	**593,030**

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Hourly Rates

Impact Sciences

Staff Classification	Hourly Rate
Principal/Managing Principal	$320
Associate Principal	$290
Technical Director	$290
Senior Project Manager	$225
Project Manager	$200
Senior Technical Specialist	$185
Quality Assurance / Quality Control	$200
Technical Specialist	$180
GIS Technician	$175
Planner	$170
Assistant Technical Specialist	$140
Publications Manager	$140
Graphics	$140
Publications	$140
Associate Planner	$135
Clerical/Administrative	$100

CR Associates

Staff Classification	Hourly Rate
Principal I	$325
Senior Professional III	$295
Senior Professional I	$250
Professional II	$225
Analyst II	$165
Analyst I	$145
Intern	$105
Admin/Graphics	$120

Dudek

Staff Classification	Hourly Rate
Project Director / Environmental	$350
Senior Specialist V	$290
Senior Specialist I	$230
Analyst IV	$155
Analyst III	$145

ENGEO

Staff Classification	Hourly Rate
Principal	$440
Associate Engineer / Geologist	$360
Project Engineer / Geologist	$270
CAD/GIS	$257
Project Assistant / WP	$190

Pax Environmental

Staff Classification	Hourly Rate
Principal	$185
Project Management	$162
Senior Biologist	$138
Senior Archeologist	$135

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Staff Classification	Hourly Rate
Associate Biologist	$121
Associate Archeologist	$116
GIS Specialist	$139
Technical Editor	$94

Suenram and Associates

Staff Classification	Hourly Rate
Senior Civil Engineer	$217
Technical Lead	$177
Engineer III	$138

Impact Sciences 2026 Schedule of Charges

Personnel charges are for work directly related to projects. Charges for personnel services are based on an hourly rate for time charged to the project. Current personnel classifications and rates are as follows:

Classification	Hourly Rate
Principal/Managing Principal	$320.00
Associate Principal	$290.00
Technical Director	$290.00
Senior Project Manager	$225.00
Project Manager	$200.00
Senior Technical Specialist	$185.00
Technical Specialist	$180.00
Senior Planner	$175.00
Planner	$170.00
Assistant Technical Specialist	$140.00
Associate Planner	$135.00
GIS Technician	$175.00
Assistant Planner	$125.00
Graphics	$140.00
Publications	$140.00
Clerical/Administrative	$100.00

Travel time spent in the interest of the client will be charged at the hourly rate. When it is necessary for an employee to be away from the office overnight, subsistence will be charged. Contract personnel will be charged according to the hourly rates for their category as listed above.

Other Charges	
Subcontractors	Cost plus 3 percent
Expenses and Outside Reproduction Charges	Cost plus 15 percent
Staff Mileage Expense	IRS standard reimbursement rate
Internal Reproduction Costs	

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Single Sided Black and White Copies	
8.5”x11”	$0.20 per copy
11”x17”	$0.40 per copy
Double Sided Black and White Copies	
8.5”x11”	$0.30 per copy
11”x17”	$0.60 per copy
Single Sided Color Copies	
8.5”x11”	$0.80 per copy
11”x17”	$1.60 per copy
Double Sided Color Copies	
8.5”x11”	$1.60 per copy
11”x17”	$3.20 per copy
Document Scanning	$1.00 per page

Preparation for court appearances, depositions, presentations to regulatory boards, or other special requests for testimony will be charged on a time-and-materials basis.

Reimbursable Expenses. Allowable reimbursable expenses include costs of printing, printing supplies, travel (vehicle mileage only), postage, delivery services, photography, computer research that requires charges, and all other reasonably necessary costs and expenses incurred in completing such services; provided, however, allowable reimbursable expenses shall exclude air travel, lodging, and meals. Mileage shall be reimbursed at the IRS prevailing rate. Expenses will appear on invoices without any markup, with proof of payment, and due and payable within thirty (30) days after receipt by the City.

Non-Billable Administrative Overhead
The Consultant will bill only for time spent performing assigned professional work. All other activities associated with carrying out the contract are not billable and are therefore considered overhead or administrative functions contained within the hourly rate. Typical examples of non-billable overhead activities are:

- Discussion with staff or applicant about the cost of services or to address billing disputes.
- Meetings to discuss work performance, contract, or additional services.
- Preparation of invoices and other administrative clerical services.
- Contract administration, such as preparing or discussing contract amendments.
- Time spent resolving errors in the event the Consultant is responsible.

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KEY PERSONNEL AND SUBSCONSULTANTS

Consultant acknowledges that the qualifications and experience of the personnel identified in Consultant's proposal were a material factor in the City's selection of Consultant.

The following personnel shall serve as the key personnel assigned to this Agreement:

- Project Manager – Jessica Kirchner, CEO & Managing Principal

Consultant shall not remove, replace, or substantially reduce the involvement of any key personnel without the prior written approval of the City. If replacement becomes necessary due to resignation, illness, or other circumstances beyond Consultant's control, Consultant shall propose a replacement with substantially equivalent qualifications and experience for City approval prior to assignment.

Consultant shall use only those subconsultants identified unless otherwise approved in writing by the City. Consultant remains fully responsible for the work of all subconsultants.

Subconsultants

- CR Associates – Transportation & Traffic Peer Review
- Dudek – Wildfire Planning and Wildlife Evacuation Reports
- ENGEO - Geology/Soils, Hazards & Hazardous Materials, and Stormwater Management Peer Review
- Pax Environmental - Biological and Cultural Resources Peer Review
- Suenram and Associates - Water Utility Infrastructure, Wastewater Utility Infrastructure Peer Review

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EXHIBIT B

Current City Attorney's Office
Rates for Private Projects

Best Best & Krieger LLP Services	Rate
Partners / Of Counsel	$ 395
Associates	$ 298
Paralegals / Clerks	$ 220
Analysts / Admin. Assistants / Other	$ 130

City Council Meeting
8-10-2026
Item 5.A.

Council Agenda Report

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

Prepared by: Tyler Eaton, Assistant Community Development Director and

Reviewed by: Yolanda Bundy, Community Development Director

Approved by: Joseph D. Irvin, City Manager

Date prepared: July 30, 2026 Meeting date: August 10, 2026

Subject: Local Coastal Program Amendment No. 26-002 and Zoning Text Amendment No. 26-002 – An Amendment to Chapter 2 (Definitions) of the Local Coastal Program Local Implementation Plan and Title 17 (Zoning) of the Malibu Municipal Code to Add a Definition of Beachfront

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RECOMMENDED ACTION: 1) After the City Attorney reads the title of the ordinance, introduce on first reading Ordinance No. 537 (Attachment 1), approving Local Coastal Program Amendment (LCPA) No. 26-002 and Zoning Text Amendment (ZTA) No. 26-002 to add a definition of Beachfront to Chapter 2 (Definitions) of the Local Coastal Program (LCP) Local Implementation Plan (LIP) and Title 17 (Zoning) of the Malibu Municipal Code (MMC) and finding the action to be exempt from the California Environmental Quality Act (CEQA); and 2) Direct staff to schedule second reading and adoption of Ordinance No. 537 for the August 24, 2026 City Council Regular meeting and, if adopted, direct the filing of LCPA No. 26-002 (Ordinance No. 537) with the California Coastal Commission (CCC) for certification.

FISCAL IMPACT: Funding for this project is included in the Adopted Budget for Fiscal Year 2025-26.

STRATEGIC PRIORITY: This item advances Goal 1, Objective 1.2 of the 2025-2028 Strategic Plan by modernizing development policies to improve clarity and consistency.

DISCUSSION: The item before the City Council is consideration of amendments to add a new definition of Beachfront to LIP Section 2.1 (General Definitions) and MMC Section

17.02.060 (Definitions). This term is currently not defined in the LIP or MMC and its inclusion would be beneficial when applying development standards to projects whether on the beach or not. The proposed definition would not change any City practices or policies but would memorialize the City's longstanding application of this term in its codes. Preparation of the Beachfront definition was directed by the City Council on December 8, 2025, by Resolution No. 25-56.

The ordinance amendments are provided within Attachment 1 and represent the operative ordinance text recommended for adoption.

Planning Commission Recommendation

On May 18, 2026, the Planning Commission adopted Resolution No. 26-20 (Attachment 2) recommending that the City Council approve LCPA No. 26-002 and ZTA No. 26-002. No changes to the draft ordinance presented to the Planning Commission were recommended and Ordinance No. 537 remains unchanged. The Planning Commission discussed what standards would be applied in the event of a lot merger between a non-beachfront parcel and beachfront parcel. Staff clarified that non-beachfront standards would still be applied to the newly formed parcel based on the criteria in the definition.

Zoning Ordinance Revisions and Code Enforcement Subcommittee Feedback

The proposed definition was reviewed by the City Council's Zoning Ordinance Revisions and Code Enforcement Subcommittee (ZORACES) at its meeting on March 26, 2026. The subcommittee voted 2-0 to proceed with the definition as recommended by staff to the Planning Commission for review. For clarity to the public, the subcommittee provided the following feedback:

1) Clarify that the LCPA/ZTA would not be changing any City practices or policies but rather memorializing the City's longstanding practice when applying beachfront development standards; (Achieved on both the Planning Commission staff report and this Council report)
2) In the staff presentation, include enhanced mapping of example areas using the City's GIS and Google Earth; (Achieved on both the Planning Commission presentation and further strengthened in the Council presentation) and
3) In the staff presentation, include Broad Beach Road in the examples of when beachfront development standards apply. (Achieved on both the Planning Commission presentation and in the Council presentation)

Background

When applying development standards to projects requiring setbacks, height, impermeable coverage, two-thirds calculation, and Total Development Square Footage

(TDSF), the LIP and MMC provide a different set of development standards for beachfront and non-beachfront projects. Beachfront development standards allow less setbacks and increased height than non-beachfront development standards. Additionally, beachfront development is not subject to the impermeable coverage, two-thirds calculation, and TDSF limitations that are otherwise applied to non-beachfront development. Since these limitations do not apply to beachfront development, it is important for the City to clearly define what parcels are subject to beachfront development standards to prevent non-beachfront development from mistakenly leveraging those allowances. Beachfront parcels are generally smaller and more constrained in size, which is why previous City policymakers established reduced development standards to account for their limited developable area. In contrast, many non-beachfront parcels are larger, reflecting Malibu's rural nature and providing ample space for development. Non-beachfront parcels have limitations on development area, stricter setback and regulations related to clustering development in order to preserve natural areas while on beachfront parcels, the primary goal of the development standards is to protect beach resources related to environmental quality, public access, and scenic corridors. There are distinct differences in the characteristics of these two types of parcels in Malibu that warrant a clear definition so their purpose is not misused.

Neither the LIP nor MMC provide a definition of Beachfront or Non-Beachfront and, while in most cases the distinction between the two is obvious, there are nuances with the location of development and configuration of some ocean-fronting parcels in the City that have resulted in ambiguity for applicants, the City's reviewers, and decision-makers. In practice, the Planning Division and the CCC through their review of development projects in the City, have historically qualified that beachfront development standards apply based on a parcel's orientation to the coast, the zoning designation, and the location of the structure. It should be noted that the City and CCC have historically agreed on what is considered a beachfront parcel. Geologic characteristics associated with the location of the primary use structure, such as the footprint of a residence as it is situated on a parcel, is a defining factor and not just the location of the parcel itself.

Establishing a definition of Beachfront in the LIP and MMC would provide clarity to the public and City, improve consistency in project review, and reduce the need for case-by-base interpretations. It would also better position the City if challenges to a project's development standards were made by an applicant looking to maximize the extra code allowances of beachfront development that are intended to be for the typical constrained beachfront parcel.

Proposed Definition

The proposed definition would read:

> BEACHFRONT: A parcel is considered beachfront when one of its parcel boundary lines is the Pacific Ocean or beach directly adjacent to the Pacific Ocean, the parcel does not have a zoning designation of Rural Residential, and the site of proposed development is either directly on the beach or within a low-lying shoreline area contiguous with the beach and not separated from the beach by a coastal bluff, cliff, hill, or other elevated coastal landform. Parcels not meeting these criteria shall be considered non-beachfront. Beachfront development standards shall only apply to parcels meeting this definition where the primary use structure is located in one of these areas. An ancillary structure on the beach shall not constitute a parcel to be beachfront if the primary use structure is not located on the beach.

The proposed definition would align LIP Section 2.1 (General Definitions) and MMC Section 17.02.060 (Definitions) with the City's longstanding practice for qualifying when beachfront development standards apply.

The structure of the proposed definition was based on the following three components:

1) Physical Relationship to the Pacific Ocean: A parcel must directly abut the ocean. This component is important to ensure beachfront development standards are applied to parcels adjacent to the coast and not parcels adjacent to other low-lying areas, such as lagoons or blue-line streams; and

2) Consistency with the General Plan and Zoning Maps: A parcel must not be located within the General Plan, zoning code, or LCP land use designation of Rural Residential (RR) due to the lower-intensity development pattern envisioned for the RR residential land use and minimum lot size of one acre. This component is important because several parcels in the City are designated as RR and are oriented along the coast, as well as typically being larger in lot size. These lots are typically larger in size and have development that is separated from the beach by elevated landforms covered in the paragraph below. Allowing the use of beachfront development standards for these large RR parcels along the coast could allow for the parcels to develop in a relatively dense pattern that would not be consistent with the rural ambiance envisioned by the General Plan for such areas; and

3) Geologic Characteristics of a Beachfront Environment: The footprint of the primary use structure of a parcel must be reflective of geologic characteristics of a beachfront environment such as representing a low-lying coastal landform contiguous to the beach and not being separated from the beach by a coastal bluff, cliff, hill, or other prominent elevated coastal landform. This component is important

because some parcels in the City are oriented along the coast and not within the RR land use designation, such as parcels in the Single Family Medium (SFM) land use designation; however, the location of proposed development for a primary use is separated from the beach by a coastal bluff, hill, or some other prominent coastal landform. Typically, parcels that include coastal bluffs or other prominent elevated coastal landforms are also larger in lot size than the parcels that are reflective of a beachfront environment. Allowing the use of beachfront development standards for parcels along the coast that are separated from the beach by a coastal bluff or some other prominent coastal landform would allow for development much larger than intended by the General Plan.

General Plan & LCP Consistency

The proposed amendment is supported by the following General Plan Mission Statement and Land Use (LU) Element, and LCP Land Use Plan (LUP) policies.

General Plan

1) Mission Statement (excerpt): Malibu will maintain its rural character by establishing programs and policies that avoid suburbanization and commercialization of its natural and cultural resources.
2) LU Policy 1.1.1: The City shall protect the natural environment by regulating design and permitting only land uses compatible with the natural environment.
3) LU Policy 1.1.4: The City shall preserve the City's rural residential character.
4) LU Policy 1.1.5: The City shall require careful site planning which blends development with the natural topography.
5) LU Policy 2.3.2: The City shall discourage “mansionization” by establishing limits on height, bulk, and square footage for all new and remodel single-family residences.
6) LU Policy 2.4.1: The City shall preserve and protect vistas and large open areas that contribute to the rural feeling of the area.
7) LU Policy 6.1.1: The City shall use development standards and procedures that protect the property owners' reasonable use of their land consistent with the goals and policies of this General Plan.

LUP

1) LUP Policy 5.7: New development shall conform to the hillside management provisions of the LIP, including measures to minimize impacts to scenic and visual resources and to minimize the risk from hazards. The measures include but are not limited to limiting grading and retaining walls, restricting development on steep slopes, protecting ridgelines, and applying siting and design restrictions (scenic and visual policies). The slope density criteria of the subdivision ordinance shall apply

to sloping terrain and be applied in combination with the base land use designation in order to determine the maximum allowable density.

2) LUP Policy 5.25: In order to protect the rural character, improvements, which create a suburban atmosphere such as sidewalks and streetlights, shall be avoided in any rural residential designation.
3) LUP Policy 6.5: New development shall be sited and designed to minimize adverse impacts on scenic areas visible from scenic roads or public viewing areas to the maximum feasible extent. If there is no feasible building site location on the proposed project site where development would not be visible, then the development shall be sited and designed to minimize impacts on scenic areas visible from scenic highways or public viewing areas, through measures including, but not limited to, siting development in the least visible portion of the site, breaking up the mass of new structures, designing structures to blend into the natural hillside setting, restricting the building maximum size, reducing maximum height standards, clustering development, minimizing grading, incorporating landscape elements, and where appropriate, berming.
4) LUP Policy 6.7: The height of structures shall be limited to minimize impacts to visual resources. The maximum allowable height, except for beachfront lots, shall be 18 feet above existing or finished grade, whichever is lower. On beachfront lots, or where found appropriate through Site Plan Review, the maximum height shall be 24 feet (flat roofs) or 28 feet (pitched roofs) above existing or finished grade, whichever is lower. Chimneys and rooftop antennas may be permitted to extend above the permitted height of the structure.

ENVIRONMENTAL REVIEW: Pursuant to CEQA, the proposed LCP and MMC amendment actions have been analyzed by the Planning Commission and determined to be Statutorily Exempt pursuant to CEQA Guidelines Section 15265 because CEQA does not apply to activities or approvals by a local government as necessary for the preparation and adoption of an LCPA for review and certification by the CCC as set forth in Section 21080.9 of the Public Resources Code. Accordingly, the certified City of Malibu LCP constitutes a plan for use in the CCC's regulatory program as certified under Section 21080.5 of the Public Resources Code.

PUBLIC NOTICE: The City published a Notice of Public Hearing and Notice of Availability of LCP Amendments in a newspaper of general circulation within the City of Malibu on July 16, 2026 (Attachment 3). Additionally, the interested parties list for LCPAs and ZTAs were sent a courtesy email with the date of the agendized City Council item and instructions for participation. As of the writing of the report, staff has not received public comments.

SUMMARY: Staff recommends that the City Council introduce Ordinance No. 537 approving LCPA No. 26-002 and ZTA No. 26-002 to add a definition of Beachfront to LIP Section 2.1 (General Definitions) and MMC Section 17.02.060 (Definitions). If adopted

after a second reading of the ordinance on August 24, 2026, staff would file LCPA No. 26-002 with the CCC for certification. The LCPA (and ZTA as a corollary amendment) would become effective upon certification by the CCC.

ATTACHMENTS:

1. Draft Ordinance No. 537
2. Planning Commission Resolution No. 26-20
3. Public Hearing Notice

ORDINANCE NO. 537

AN ORDINANCE OF THE CITY OF MALIBU APPROVING LOCAL COASTAL PROGRAM AMENDMENT NO. 26-002 AND ZONING TEXT AMENDMENT NO. 26-002 TO ADD A DEFINITION OF BEACHFRONT TO CHAPTER 2 (DEFINITIONS) OF THE LOCAL COASTAL PROGRAM LOCAL IMPLEMENTATION PLAN AND TITLE 17 (ZONING) OF THE MALIBU MUNICIPAL CODE; TO DIRECT THE FILING OF THE AMENDMENT WITH THE CALIFORNIA COASTAL COMMISSION FOR CERTIFICATION; AND FINDING THE ACTION TO BE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

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

SECTION 1. Recitals.

A. On December 8, 2025, the City Council adopted Resolution No. 25-56 to initiate the preparation of a Beachfront definition.

B. On March 26, 2026, the City Council Zoning Ordinance Revision and Code Enforcement Subcommittee (ZORACES) met to discuss the proposed amendments and provided feedback for staff to incorporate as the ordinance advances to the Planning Commission.

C. On April 23, 2026, 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.

D. On May 18, 2026, the Planning Commission held a duly noticed public hearing on the proposed amendment in Local Coastal Program Amendment (LCPA) No. 26-002 and Zoning Text Amendment (ZTA) No. 26-002, reviewed and considered the agenda report, reviewed and considered written reports, public testimony, and other information on the record, and adopted Resolution No. 26-20 recommending the City Council approval. No changes to the draft ordinance presented to the Planning Commission were recommended.

E. On July 26, 2026, a Notice of City Council Public Hearing Notice of Availability of Local Coastal Program (LCP) Amendments was published in a newspaper of general circulation within the City of Malibu and mailed to interested parties indicating that the City Council would hold a public hearing on August 10, 2026, to consider the proposed ordinance.

F. On August 10, 2026, the City Council held a duly noticed public hearing on the proposed LCPA No. 26-002 and ZTA No 26-002, reviewed and considered the agenda report, reviewed and considered written reports, public testimony, and other information on 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. XXX, approving LCPA No. 26-002 and ZTA No. 26-002. If adopted, the City Council directed staff to file the LCPA with the California Coastal Commission (CCC) for certification.

SECTION 2. Environmental Review.

The City Council finds that pursuant to the California Environmental Quality Act (CEQA), the proposed LCP and Malibu Municipal Code (MMC) amendment actions have been analyzed and determined to be Statutorily Exempt pursuant to CEQA Guidelines Section 15265 because CEQA does not apply to activities or approvals by a local government as necessary for the preparation and adoption of an LCPA for review and certification by the CCC as set forth in Section 21080.9 of the Public Resources Code. Accordingly, the certified City of Malibu LCP constitutes a plan for use in the CCC's regulatory program as certified under Section 21080.5 of the Public Resources Code.

SECTION 3. Local Coastal Program Amendment Findings.

Pursuant to LCP Local Implementation Plan (LIP) Section 19.6, the City Council hereby makes the following findings to approve LCPA No. 26-002 as stated in Section 4 of this ordinance.

A. Section 30251 of Chapter 3 of the Coastal Act states that the scenic and visual qualities of coastal areas be considered and protected as a resource of public importance. The Section requires that coastal development must protect scenic views, be visually compatible with surroundings, and, where feasible, restore and enhance visual quality in visually degraded areas. Highly scenic areas, including areas to and along the ocean, scenic roads, and public viewing areas, require development to be subordinate to the setting. Establishing a proper definition of "Beachfront" will ensure that only true beachfront development utilize the standards which are meant for more constrained parcels along the coast bound by the ocean and limited parcel width, and further preserve more scenic and visual qualities of coastal areas in Malibu.

B. Chapters 5 and 6 of the Malibu LCP Land Use Plan (LUP) incorporate the Coastal Act's development policies, including Section 30251, to minimize impacts on scenic resources. This includes restricting development and applying siting and design restrictions.

C. LIP Chapter 3 implements the LUP by requiring development standards applicable to beachfront and non-beachfront development. Non-beachfront development standards require increased setbacks and lower heights than beachfront development standards, as well as restrictions on impermeable coverage, limits on the volume of development above 18 feet (two-thirds calculation), and Total Development Square Footage (TDSF) limitations. This is due to non-beachfront parcels being larger in size where those extra limitations help to preserve Malibu's coastal resources. Historically, the City and CCC through its review of coastal development have qualified that beachfront development standards apply based on a parcel's orientation to the coast, the zoning designation, and the location of the structure. Geologic characteristics associated with the location of the primary use structure, such as the footprint of a single-family residence as it is situated on a parcel, is a defining factor and not just the location of the parcel itself. Establishing a definition of Beachfront in the LIP would further implement Chapters 5 and 6 of the LUP and Section 30251 of the Coastal Act by ensuring the appropriate application of non-beachfront development standards are being applied to parcels that do not meet the eligibility components of a beachfront parcel.

SECTION 4. Local Coastal Program Amendment.

Section 2.1 (General Definitions) of the LIP is hereby amended to add the following new definition as follows:

> BEACHFRONT: A parcel is considered beachfront when one of its parcel boundary lines is the Pacific Ocean or beach directly adjacent to the Pacific Ocean, the parcel does not have a zoning designation of Rural Residential, and the site of proposed development is either directly on the beach or within a low-lying shoreline area contiguous with the beach and not separated from the beach by a coastal bluff, cliff, hill, or other elevated coastal landform. Parcels not meeting these criteria shall be considered non-beachfront. Beachfront development standards shall only apply to parcels meeting this definition where the primary use structure is located in one of these areas. An ancillary structure on the beach shall not constitute a parcel to be beachfront if the primary use structure is not located on the beach.

SECTION 5. Zoning Text Amendment Findings.

Pursuant to MMC Section 17.74.040(C), the City Council hereby makes the following findings to approve ZTA No. 26-002 as stated in Section 6 of this ordinance.

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 and protect the natural environment and rural residential character by regulating land use, discouraging "mansionization," and preserving vistas and open areas.

B. The City Council held a public hearing, reviewed the subject zoning text amendment application for compliance with the City of Malibu General Plan and MMC, and finds that ZTA No. 26-002 is consistent with the General Plan. The City Council found that the Beachfront definition is consistent with the historical application of the MMC and LCP by the City and CCC and does not change how Malibu has applied beachfront development standards previously. Rather, it clarifies what is and is not subject to beachfront development standards which differs from non-beachfront development standards.

SECTION 6. Zoning Text Amendment.

Section 17.02.060 (Definitions) of the MMC is hereby amended to add the following new definition as follows:

> "Beachfront" means that a parcel is considered beachfront when one of its parcel boundary lines is the Pacific Ocean or beach directly adjacent to the Pacific Ocean, the parcel does not have a zoning designation of Rural Residential, and the site of proposed development is either directly on the beach or within a low-lying shoreline area contiguous with the beach and not separated from the beach by a coastal bluff, cliff, hill, or other elevated

coastal landform. Parcels not meeting these criteria shall be considered non-beachfront. Beachfront development standards shall only apply to parcels meeting this definition where the primary use structure is located in one of these areas. An ancillary structure on the beach shall not constitute a parcel to be beachfront if the primary use structure is not located on the beach.

SECTION 7. Submittal to California Coastal Commission.

The City Council hereby directs staff to submit the LCPA to the CCC per Title 14, California Code of Regulations Section 13544(c).

SECTION 8. Effective Date.

LCPA No. 26-002 and corollary ZTA No. 26-002 approved in this Ordinance shall become effective only upon final certification of the LCPA by the CCC.

SECTION 9. 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 of 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 10. The City Clerk shall certify the adoption of this ordinance.

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

_____
BRUCE SILVERSTEIN, Mayor

ATTEST:

_____
KELSEY PETTIJOHN, City Clerk
(seal)

Date: _____

APPROVED AS TO FORM:

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

TREVOR RUSIN, Interim City Attorney

CITY OF MALIBU PLANNING COMMISSION
RESOLUTION NO. 26-20

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MALIBU DETERMINING THE AMENDMENTS ARE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND RECOMMENDING THAT THE CITY COUNCIL APPROVE LOCAL COASTAL PROGRAM AMENDMENT NO. 26-002 AND ZONING TEXT AMENDMENT NO. 26-002 TO ADD A DEFINITION OF BEACHFRONT TO CHAPTER 2 (DEFINITIONS) OF THE LOCAL COASTAL PROGRAM LOCAL IMPLEMENTATION PLAN AND TITLE 17 (ZONING) OF THE MALIBU MUNICIPAL CODE

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

Section 1. Recitals.

A. On December 8, 2025, the City Council adopted Resolution No. 25-56 to initiate the preparation of a Beachfront definition.

B. On March 26, 2026, the Zoning Ordinance Revision and Code Enforcement Subcommittee (ZORACES) met to discuss the proposed amendments and provided feedback for staff to incorporate as the ordinance advances to the Planning Commission.

C. On April 23, 2026, 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.

D. On May 18, 2026, the Planning Commission held a duly noticed public hearing on the proposed amendment in Local Coastal Program Amendment (LCPA) No. 26-002 and Zoning Text Amendment (ZTA) No. 26-002, reviewed and considered the agenda report, reviewed and considered written reports, public testimony, and other information on the record.

Section 2. Environmental Review.

Pursuant to California Environmental Quality Act (CEQA), the proposed Local Coastal Program (LCP) and Malibu Municipal Code (MMC) amendment actions have been analyzed by the Planning Commission and determined to be Statutorily Exempt pursuant to CEQA Guidelines Section 15265 because CEQA does not apply to activities or approvals by a local government as necessary for the preparation and adoption of an LCPA for review and certification by the California Coastal Commission (CCC) as set forth in Section 21080.9 of the Public Resources Code. Accordingly, the certified City of Malibu LCP constitutes a plan for use in the CCC's regulatory program as certified under Section 21080.5 of the Public Resources Code.

Section 3. Local Coastal Program Amendment Findings.

Pursuant to LIP Section 19.6, the Planning Commission hereby makes the following findings and recommends the City Council adopt the ordinance in Exhibit A amending the LIP as stated in Section 4 of the ordinance.

A. Section 30251 of Chapter 3 of the Coastal Act states that the scenic and visual qualities of coastal areas be considered and protected as a resource of public importance. The Section requires that coastal development must protect scenic views, be visually compatible with surroundings, and, where feasible, restore and enhance visual quality in visually degraded areas. Highly scenic areas, including areas to and along the ocean, scenic roads, and public viewing areas, require development to be subordinate to the setting. Establishing a proper definition of "Beachfront" will ensure that only true beachfront development utilizes the standards which are meant for more constrained parcels along the coast bound by the ocean and limited parcel width, and further preserve more scenic and visual qualities of coastal areas in Malibu.

B. Chapters 5 and 6 of the Malibu LUP incorporate the Coastal Act's development policies, including Section 30251, to minimize impacts on scenic resources. This includes restricting development and applying siting and design restrictions.

C. LIP Chapter 3 implements the LUP by requiring development standards applicable to beachfront and non-beachfront development. Non-beachfront development standards require increased setbacks and lower heights than beachfront development standards, as well as restrictions on impermeable coverage, limits on the volume of development above 18 feet (two-thirds calculation), and Total Development Square Footage (TDSF) limitations. This is due to non-beachfront parcels being larger in size where those extra limitations help to preserve Malibu's coastal resources. Historically, the City and CCC through its review of coastal development have qualified that beachfront development standards apply based on a parcel's orientation to the coast, the zoning designation, and the location of the structure. Geologic characteristics associated with the location of the primary use structure, such as the footprint of a single-family residence as it is situated on a parcel, is a defining factor and not just the location of the parcel itself. Establishing a definition of Beachfront in the LIP would further implement Chapters 5 and 6 of the LUP and Section 30251 of the Coastal Act by ensuring the appropriate application of non-beachfront development standards are being applied to parcels that do not meet the eligibility components of a beachfront parcel.

Section 4. Zoning Text Amendment Findings.

Pursuant to MMC Section 17.74.040, the Planning Commission hereby makes the following findings and recommends the City Council adopt the ordinance in Exhibit A amending the MMC Title 17 (Zoning) as stated in Section 6 of the ordinance.

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 and protect the natural environment and rural residential character by regulating land use, discouraging "mansionization," and preserving vistas and open areas.

B. The Planning Commission held a public hearing, reviewed the subject zoning text amendment application for compliance with the City of Malibu General Plan and MMC, and finds

that ZTA No. 26-002 is consistent and recommends approval. The Planning Commission found that the Beachfront definition is consistent with the historical application of the MMC and LCP by the City and CCC and does not change how Malibu has applied beachfront development standards previously. Rather, it clarifies what is and is not subject to beachfront development standards which differs from non-beachfront development standards.

Section 5. Planning Commission Action.

Based on the foregoing findings and evidence contained in the record, the Planning Commission hereby recommends that the City Council approve LCPA No. 26-002 and ZTA No. 26-002 contained in Sections 3 and 4 of this resolution.

Section 6. The Planning Commission shall certify the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 18th day of May 2026.

SKYLAR PEAK, Planning Commission Chair

ATTEST:

REBECCA EVANS, Recording Secretary

Exhibit A: Recommended Ordinance for Council Adoption

I CERTIFY THAT THE FOREGOING RESOLUTION NO. 26-20 was passed and adopted by the Planning Commission of the City of Malibu at the regular meeting thereof held on the 18th day of May, 2026, by the following vote:

AYES:	5	Commissioners: Leonard, Riddick, Mazza, Kamins, Peak
NOES:	0	
ABSTAIN:	0	
ABSENT:	0	

REBECCA EVANS, Recording Secretary

Exhibit A

ORDINANCE NO. xxx

AN ORDINANCE OF THE CITY OF MALIBU APPROVING LOCAL COASTAL PROGRAM AMENDMENT NO. 26-002 AND ZONING TEXT AMENDMENT NO. 26-002 TO ADD A DEFINITION OF BEACHFRONT TO CHAPTER 2 (DEFINITIONS) OF THE LOCAL COASTAL PROGRAM LOCAL IMPLEMENTATION PLAN AND TITLE 17 (ZONING) OF THE MALIBU MUNICIPAL CODE; AND FINDING THE ACTION TO BE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

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

SECTION 1. Findings.

A. On December 8, 2025, the City Council adopted Resolution No. 25-56 to initiate the preparation of a Beachfront definition.

B. On March 26, 2026, the Zoning Ordinance Revision and Code Enforcement Subcommittee (ZORACES) met to discuss the proposed amendments and provided feedback for staff to incorporate as the ordinance advances to the Planning Commission.

C. On April 23, 2026, 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.

D. On May 18, 2026, the Planning Commission held a duly noticed public hearing on the proposed amendment in Local Coastal Program Amendment (LCPA) No. 26-002 and Zoning Text Amendment (ZTA) No. 26-002, reviewed and considered the agenda report, reviewed and considered written reports, public testimony, and other information on the record.

E. On xxx xx, 2026, a Notice of City Council Public Hearing and Notice of Availability of Local Coastal Program (LCP) Amendments was published in a newspaper of general circulation within the City of Malibu and mailed to interested parties indicating that the City Council would a hold public hearing on xxx xx, 2026 to consider the proposed Ordinance.

E. On xxx xx, 2026, the City Council held a duly noticed public hearing on the proposed amendments, 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. xxx, approving LCPA No. 26-002 and ZTA No. 26-002.

SECTION 2. Environmental Review.

The City Council finds that pursuant to the California Environmental Quality Act (CEQA), the proposed LCP and Malibu Municipal Code (MMC) amendment actions have been analyzed and determined to be Statutorily Exempt pursuant to CEQA Guidelines Section 15265 because CEQA does not apply to activities or approvals by a local government as necessary for the preparation and adoption of an LCPA for review and certification by the California Coastal Commission (CCC) as set forth in Section 21080.9 of the Public Resources Code. Accordingly, the certified City of Malibu LCP constitutes a plan for use in the CCC's regulatory program as certified under Section 21080.5 of the Public Resources Code.

SECTION 3. Local Coastal Program Amendment Findings.

Pursuant to LCP Local Implementation Plan (LIP) Section 19.6, the City Council hereby makes the following findings to approve LCPA No. 26-002 as stated in Section 4 of this ordinance.

A. Section 30251 of Chapter 3 of the Coastal Act states that the scenic and visual qualities of coastal areas be considered and protected as a resource of public importance. The Section requires that coastal development must protect scenic views, be visually compatible with surroundings, and, where feasible, restore and enhance visual quality in visually degraded areas. Highly scenic areas, including areas to and along the ocean, scenic roads, and public viewing areas, require development to be subordinate to the setting. Establishing a proper definition of "Beachfront" will ensure that only true beachfront development utilize the standards which are meant for more constrained parcels along the coast bound by the ocean and limited parcel width, and further preserve more scenic and visual qualities of coastal areas in Malibu.

B. Chapters 5 and 6 of the Malibu LCP Land Use Plan (LUP) incorporate the Coastal Act's development policies, including Section 30251, to minimize impacts on scenic resources. This includes restricting development and applying siting and design restrictions.

C. LIP Chapter 3 implements the LUP by requiring development standards applicable to beachfront and non-beachfront development. Non-beachfront development standards require increased setbacks and lower heights than beachfront development standards, as well as restrictions on impermeable coverage, limits on the volume of development above 18 feet (two-thirds calculation), and Total Development Square Footage (TDSF) limitations. This is due to non-beachfront parcels being larger in size where those extra limitations help to preserve Malibu's coastal resources. Historically, the City and CCC through its review of coastal development have qualified that beachfront development standards apply based on a parcel's orientation to the coast, the zoning designation, and the location of the structure. Geologic characteristics associated with the location of the primary use structure, such as the footprint of a single-family residence as it is situated on a parcel, is a defining factor and not just the location of the parcel itself. Establishing a definition of Beachfront in the LIP would further implement Chapters 5 and 6 of the LUP and Section 30251 of the Coastal Act by ensuring the appropriate application of non-beachfront

development standards are being applied to parcels that do not meet the eligibility components of a beachfront parcel.

SECTION 4. Local Coastal Program Amendments.

Pursuant to LIP Section 19.5(B), the LIP shall be amended as follows:

A. Amend LIP Section 2.1 (Definitions) to include a new definition as follows:

BEACHFRONT: A parcel is considered beachfront when one of its parcel boundary lines is the Pacific Ocean or beach directly adjacent to the Pacific Ocean, the parcel does not have a zoning designation of Rural Residential, and the site of proposed development is either directly on the beach or within a low-lying shoreline area contiguous with the beach and not separated from the beach by a coastal bluff, cliff, hill, or other elevated coastal landform. Parcels not meeting these criteria shall be considered non-beachfront. Beachfront development standards shall only apply to parcels meeting this definition where the primary use structure is located in one of these areas. An ancillary structure on the beach shall not constitute a parcel to be beachfront if the primary use structure is not located on the beach.

SECTION 5. Zoning Text Amendment Findings.

Pursuant to MMC Section 17.74.040(C), the City Council hereby makes the following findings to approve ZTA No. 26-002 as stated in Section 6 of this ordinance.

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 and protect the natural environment and rural residential character by regulating land use, discouraging "mansionization," and preserving vistas and open areas.

B. The City Council held a public hearing, reviewed the subject zoning text amendment application for compliance with the City of Malibu General Plan and MMC, and finds that ZTA No. 26-002 is consistent with the General Plan. The City Council found that the Beachfront definition is consistent with the historical application of the MMC and LCP by the City and CCC and does not change how Malibu has applied beachfront development standards previously. Rather, it clarifies what is and is not subject to beachfront development standards which differs from non-beachfront development standards.

SECTION 6. Zoning Text Amendments.

Pursuant to MMC Section 17.74.040(D), the MMC shall be amended as follows:

A. Amend MMC Section 17.02.060 (Definitions) to include a new definition as follows:

"Beachfront" means that a parcel is considered beachfront when one of its parcel boundary lines is the Pacific Ocean or beach directly adjacent to the Pacific Ocean, the parcel does not have a zoning designation of Rural Residential, and the site of proposed development is either directly on the beach or within a low-lying shoreline area contiguous with the beach and not separated from the beach by a coastal bluff, cliff, hill, or other elevated coastal landform. Parcels not meeting these criteria shall be considered non-beachfront. Beachfront development standards shall only apply to parcels meeting this definition where the primary use structure is located in one of these areas. An ancillary structure on the beach shall not constitute a parcel to be beachfront if the primary use structure is not located on the beach.

SECTION 7. Submittal to California Coastal Commission.

The City Council hereby directs staff to submit the LCPA to the CCC per Title 14, California Code of Regulations Section 13544(c).

SECTION 8. Effective Date.

LCPA No. 26-002 and corollary ZTA No. 26-002 approved in this Ordinance shall become effective only upon final certification of the LCPA by the CCC.

SECTION 9. 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 of 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 10. Certification.

The City Clerk shall certify 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:

TREVOR RUSIN, Interim City Attorney

NOTICE OF PUBLIC HEARING
CITY OF MALIBU
CITY COUNCIL

NOTICE OF AVAILABILITY
OF LCP AMENDMENT MATERIALS

The Malibu City Council will hold a public hearing on **MONDAY, August 10, 2026, at 5:30 p.m. in the Council Chambers, Malibu City Hall**, 23825 Stuart Ranch Road, Malibu, CA on the project identified below.

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

BEACHFRONT DEFINITION

Local Coastal Program Amendment No. 26-002 and Zoning Text Amendment No. 26-002 – Consider the proposed amendments to Chapter 2 (Definitions) of the Local Coastal Program Local Implementation Plan and Title 17 (Zoning) of the Malibu Municipal Code to add a definition of Beachfront

The proposed amendments were previously considered by the Planning Commission on May 18, 2026, during which the Commission provided recommendations to the City Council.

Location:	Citywide Project
Case Planner:	Tyler Eaton, Assistant Community Development Director (310) 456-2489, extension 273 teaton@malibucity.org

Pursuant to California Environmental Quality Act (CEQA), the proposed Local Coastal Program (LCP) and Malibu Municipal Code amendment actions have been analyzed by the Community Development Director and determined to be Statutorily Exempt pursuant to CEQA Guidelines Section 15265 because CEQA does not apply to activities or approvals by a local government as necessary for the preparation and adoption of an LCP Amendment for review and certification by the California Coastal Commission (CCC) as set forth in Section 21080.9 of the Public Resources Code. Accordingly, the certified City of Malibu LCP constitutes a plan for use in the CCC regulatory program as certified under Section 21080.5 of the Public Resources Code.

The amendments must be approved by the City Council and the LCP amendment (LCPA) requires certification by the CCC before it takes effect.

A written staff report will be available at or before the hearing for the project. All persons wishing to address the Council regarding this matter will be afforded an opportunity in accordance with the Council's procedures.

Attachment 3

AVAILABILITY OF DOCUMENTS – Copies of all related documents can be reviewed by any interested person at City Hall, Malibu Public Library, and the CCC District office during regular business hours. Oral and written comments may be presented to the City Council on, or before, the date of the meeting.

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

Yolanda Bundy, Community Development Director

Publish Date: July 16, 2026

City Council Meeting
08-10-26
Item 6.A.

Council Agenda Report

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

Prepared by: Nadia Fahoum, Associate Engineer

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

Approved by: Joseph D. Irvin, City Manager

Date prepared: June 24, 2026 Meeting date: August 10, 2026

Subject: Pacific Coast Highway Quick Build Roundabouts Project Update

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RECOMMENDED ACTION: 1) Receive an update on the Pacific Coast Highway Quick Build Roundabouts project and 2) Provide direction to staff on whether to proceed with this project.

FISCAL IMPACT: No additional appropriation is required. Funding for this project is included in the Adopted Budget for Fiscal Year 2026-2027 in Account No. 310-9078-5100 (Pacific Coast Highway Quick Build Roundabouts Project).

This project is funded through the Los Angeles County Metro Measure M Subregional Highway Funds in the amount of $2,000,000, which was the original project cost estimate outlined below. However, this cost estimate assumes a temporary installation of the Quick Build Roundabouts renders the project ineligible for Metro funding for construction costs. Staff have identified different alternatives that would allow the City to leverage the Metro funding provided by Los Angeles County Supervisor Lindsey Horvath. However, depending on Council's direction, additional funding may be required to complete the project. This is discussed below with the options forward in the staff report.

Project Funding	
Metro Measure M	$2,000,000
Project Total Funding	**$2,000,000**
Project Estimate	
Design	$464,356

Construction	$1,535,644
Project Total Costs	**$2,000,000**

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

Goal 4: Improve Public Safety
Objective 4.1: Reduce injury and fatal collisions on Pacific Coast Highway
Strategy: Commit to setting speed limits based on crash risk, street type, and presence of vulnerable users, in addition to the 85th percentile speed, and using legislative advocacy.

DISCUSSION:
The Pacific Coast Highway Quick Build Roundabouts project (Project) has the objective of improving safety, operations, and accessibility of the highway through strategically placing and constructing "quick build" modular roundabouts at the intersections of Encinal Canyon Road and El Matador Beach along Pacific Coast Highway (PCH); providing continuous traffic flow, speed control, and improved accessibility for pedestrians and cyclists.

Project Background
Below is a timeline of key project dates

- On June 22, 2015, the Malibu's City Council adopted the Pacific Coast Highway Safety Study, developed in partnership with the California Department of Transportation (Caltrans), which authorized recommendations for measures to improve safety along the PCH corridor to reduce vehicle, bicycle, and pedestrian conflicts.

- On October 17, 2023, four Pepperdine University students were fatally struck by a motorist traveling 104-mph in a 45 zone.

- On November 13, 2023, the Malibu City Council declared a Local Emergency aimed at addressing the risks to public safety of dangerous, illegal, reckless, and/or distracted driving on Pacific Coast Highway in the City. The City of Malibu hosted a special public meeting of the PCH Taskforce with City, County and State elected officials, Caltrans and the LA County Sheriff's Department (LASD) to discuss efforts to make PCH safer.

- On January 22, 2024, City staff presented the new 2024 Pacific Coast Highway Safety Report meant to track and update City's and Caltrans' public safety

improvement projects on Pacific Coast Highway. The Council directed staff to perform a feasibility study of all potential calming measures on PCH that could be implemented immediately.

Following direction by the Council, Caltrans, Supervisor's Lindsey Horvath's Office and City staff evaluated potential improvements and identified the segment of Pacific Coast Highway in Western Malibu as experiencing high speeds and in need of an improvement that could be implemented more quickly than a traditional capital project, otherwise as rapidly deployable solution. This segment was selected for a "quick-build" project to address the ongoing safety concerns. Roundabouts were identified as the preferred "quick-build" solution. Roundabouts could be delivered using readily available and quick to construct materials, allowing traffic-calming measures to be installed rapidly while reducing vehicle speeds and improving safety. To support the project development and rapid implementation, Supervisor Horvath's Office allocated $2,000,000 in Measure M funds to the City for the purpose of designing and constructing "quick-build" roundabouts.

- On November 1, 2024, Funding Scoping & Allocation for these identified roundabouts began its processing with Metro.

- On November 25, 2024, a presentation was given to Council with updates on new and ongoing initiatives to make PCH safer, addressing critical concerns of the community which included: 1) Timeline to Implement Speed Cameras on PCH, 2) Caltrans to Install Temporary Roundabouts for Safety in Western Malibu, 3) Progress on the PCH Master Plan.

- On February 27, 2025, the Los Angeles Metropolitan Transportation Authority Board of Directors approved funding in the amount of $2 million for the design and installation of "quick-build" roundabouts at two locations on PCH, El Matador State Beach and Encinal Canyon Road.

- On March 24, 2025, the City Council added the Pacific Coast Highway Quick Build Roundabouts Project to the City's Capital Improvement Program (CIP) for Fiscal Year (FY) 2024-25; and authorized the execution of a Professional Services Agreements with Kimley-Horn for engineering design services for the PCH Quick Build Roundabouts Project.

- On April 9, 2025, a kickoff meeting was held to begin the design of the Pacific Coast Highway Quick Build Roundabouts Project.

- On September 9, 2025, the City Public Works Department mailed project notification letters to nearby property owners and occupants regarding the upcoming project and Public Works Commission hearing.

- On September 15, 2025, the City Public Works Department held a virtual town hall meeting to gain community insight on the proposed project.

- On September 24, 2025, the City Public Works Department presented the proposed project to the City Public Works Commission.

- On October 22, 2025, the City Public Works Department held a virtual town hall meeting to gain community insight on the proposed project.

- On December 2, 2025, the City Public Works Department held a second town hall meeting in person to gain community insight on the proposed project.

- On December 16, 2025, the City Planning Commission approved the project with added conditions under Resolution No. 25-78.

- On January 6, 2026, Appeal No. 26-001 was filed by a resident group.

- On March 18, 2026, the City Council denied the appeal and approved CDP No. 25-041, subject to added conditions.

- On April 28, 2026, Appeal No. A-4-MAL-26-0011 was filed by a resident group to the California Coastal Commission.

- On June 11, 2026, the California Coastal Commission unanimously denied the appeal and approved the project.

Responding to Council Direction

On March 18, 2026, staff presented the Project application before City Council in which the staff report, written reports, public testimony, and all other information in the record was reviewed and considered. Council directed staff to return with more information at a future public meeting date for determination on whether the project is to proceed forward.

Within the last several weeks, staff and Kimley Horn worked to perform the following Council-directed items:

- **Conduct an evaluation of roadway performance in the context of wildfire evacuation scenarios in Malibu, California, specifically testing performance**

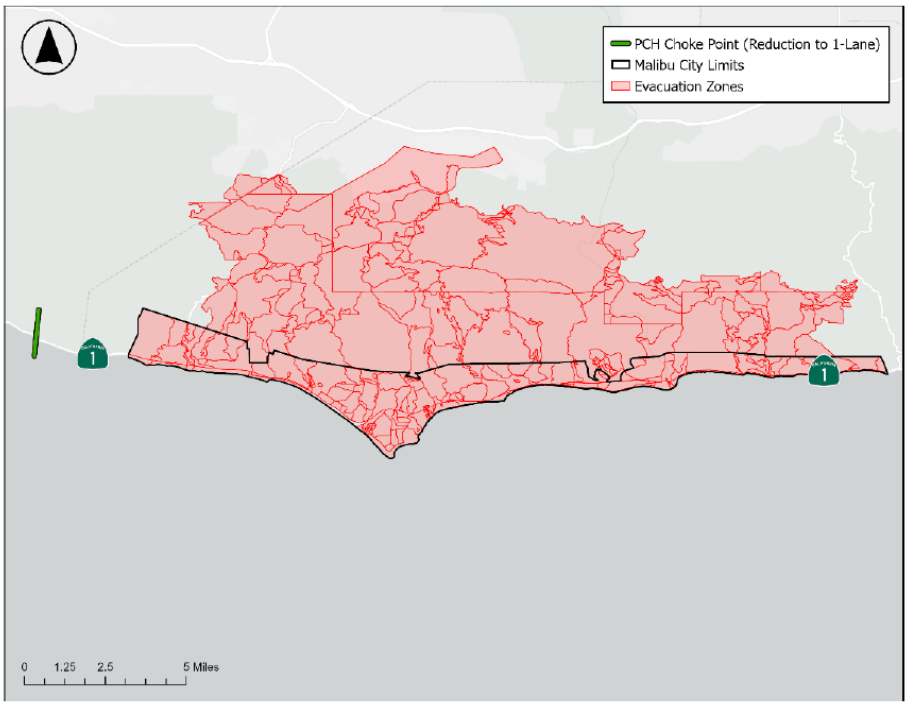
impacts with inclusion of the proposed pilot quick-build roundabout improvements on PCH at El Matador Beach Road and at Encinal Road.

The Wildfire Evacuation Assessment Report (Attachment 1) indicates that evacuation performance is influenced far more by regional roadway constraints than by the proposed roundabouts. It concludes that the proposed quick build roundabouts would have minimal impact on overall wildfire evacuation performance and clearance. Under conservative PSPS conditions, the amount of time it would take residents to evacuate the evacuation zone under the proposed project sees a marginal increase of 1.4% in comparison to the existing (No Project) evacuation conditions.

Table 1 – Modeling Scenarios

Modeling Scenarios	
No Project without PSPS[5]	Existing El Matador Beach Rd and Encinal Rd intersections, with existing roadway conditions throughout Malibu.
Plus Project without PSPS	Proposed Roundabouts at El Matador Beach Rd and Encinal Rd intersections, with existing roadway conditions throughout Malibu.
No Project with PSPS	Existing El Matador Beach Rd and Encinal Rd intersections, with PSPS conditions between Malibu Canyon Rd and Trancas.
Plus Project with PSP	Proposed Roundabouts at El Matador Beach Rd and Encinal Rd intersections, with PSPS conditions between Malibu Canyon Rd and Trancas.

[5] Public Safety Power Shutoff (PSPS), during which signalized intersections operate as all-way stop controlled intersections



Clearance Time	Without PSPS	With PSPS
No Project	11:13 PM	11:58 PM
Plus Project	11:21 PM	12:12 AM (Next Day)
Increase in Clearance Time	+8 Minutes (0.82%)	+14 Minutes (1.38%)

It is worth noting that Public Safety Power Shutoff (PSPS) events, in which all existing traffic signals operate as all-way stops, have a greater impact on evacuation than the proposed roundabouts themselves. The study demonstrates that under the existing conditions of the highway (otherwise "No Project"), the amount of time it would take residents to evacuate the evacuation zone under PSPS conditions is increased by approximately 45 minutes.

- **Develop a simulation for the following scenario under normal roundabout operations: groups of cyclist's movement through roundabout.**

  A multi-modal simulation was developed and will be shown to Council during the staff presentation at the scheduled August 10, 2026, City Council meeting. The simulation was developed to evaluate how groups of cyclists interact with typical vehicular traffic under standard operating conditions.

  The simulation provides a visual and analytical assessment of how groups of cyclists progress through the roundabout and illustrates the operational impacts on surrounding traffic.

  The roundabouts yield-controlled design and continuous flow characteristics allow traffic to recover quickly following each cyclist movement. The simulation demonstrates that the roundabout continues to operate successfully under normal conditions while accommodating groups of cyclists.

- **Develop a simulation for the following scenario under normal roundabout operations: navigation of all roadway users.**

  A multi-modal simulation was developed and will be shown to Council during the staff presentation at the scheduled August 10, 2026, City Council meeting. The simulation analyzed the movements and circulation through the roundabouts of various users such as cyclists, pedestrians, and motorists.

Motorists approaching the roundabout reduce speed, assess circulating traffic, yield as required, enter when an acceptable gap is available, travel through the circulatory roadway, and exit at their intended destination. Pedestrians use the designated crosswalks and splitter islands to cross each approach in two stages, while the drivers yield where required. Cyclists are shown navigating the roundabout in accordance with FHWA accepted operating practices, traveling as part of the traffic stream.

The simulation highlights safe gap acceptance, yielding behavior, lane discipline, and continuous traffic circulation. Demonstrating how the roundabout accommodates multiple modes of transportation while maintaining efficient traffic operations and minimizing delays.

- **Develop a simulation for the following scenario under normal roundabout operations: turn templates and access for vehicles (waste management, fire, ambulance, mail services, error) to the private driveways – mobility movement.**

  A vehicle-turning simulation was developed and will be shown to Council during the staff presentation at the scheduled August 10, 2026 City Council meeting. The simulation analyzed vehicle turning movements, circulation through the roundabouts, and access to adjacent private driveways to confirm that mobility would be maintained.

  The simulation included turn templates for a range of vehicle types, including passenger vehicles, waste collection trucks, fire apparatus, ambulances, mail delivery vehicles, and other large service vehicles. The simulation evaluated each vehicle's ability to safely navigate the roundabouts while maintaining access to private driveways and minimizing conflicts with opposing traffic.

  The simulation demonstrated that the proposed roundabout design accommodates the anticipated vehicle types and preserves access to properties along the corridor while providing the intended traffic-calming benefits, operational efficiency, emergency access, and roadway safety.

Options Forward

The following options are before Council for consideration, unless otherwise determined:

1. Proceed with the construction of the quick build roundabouts at the intersections of El Matador State Beach and Encinal Canyon Road along PCH.

Due to the constraints of LA County Metro Measure M funds, the funding source cannot support the construction of "temporary" or otherwise safety improvements intended to be removed. Should Council direct staff to proceed with this option, the roundabouts would remain indefinite unless replaced with permanent improvements.

The direction to staff under this option would also include revising the City's Coastal Development Permit, revising Caltrans documents and permits, and working with the design consultant Kimley-Horn to modify the plan set as necessary. The additional work required under this option would exceed the available fund of $2 million, and staff estimate it would require an additional six to eight months to complete pushing project completion to Summer 2027. Staff estimate the current project funding gap to be approximately $500,000. Should Council direct staff to proceed with this option, staff would return to request the funding when there is a more refined cost estimate and identified funding source. The additional funding could come from Measure M, speed camera revenues, or another source.

Project Estimate	
Design	$700,000
Construction	$1,800,000
Project Total Costs	**$2,500,000**

2. Proceed with the construction of one quick build roundabout at the intersection of El Matador State Beach along PCH.

   If Council wishes to proceed with some traffic calming measures in this area, Council could direct staff to pursue the implementation of one quick build roundabout at El Matador State Beach. This option would still require staff work to remove the "temporary" aspects of the current project permitting but would reduce the overall project costs and eliminate concerns regarding driveways entering and exiting at the Encinal Canyon location.

   The direction to staff under this option would also include revising the City's Coastal Development Permit, revising Caltrans documents and permits, and modifying the plan set as necessary. The additional work required under this option is supported by the available fund of $2 million and requires an additional 6 months to complete.

Project Estimate	
Design	$600,000
Construction	$1,000,000

Project Total Costs	**$1,600,000**

3. Place a hold on the project and remove it from the City's Capital Improvement Program at this time. With Council guidance, should there be future consideration for roundabouts at these locations, the following project may be reactivated.

   The direction to staff under this option would also include submitting reimbursement requests to Metro for the design costs incurred and withdrawing from the remainder of the approved project scope. It should be noted that if this is Council's direction, the funds provided by Los Angeles County Supervisor Lindsey Horvath's Office were applied to and approved solely for the design and construction of quick-build roundabouts. If this scope is no longer pursued, the remainder of funds are not approved for other use or allocation to other project scopes; and are required to be returned to Los Angeles County Supervisor Lindsey Horvath's Office to be considered against other regional transportation priorities.

Project Estimate	
Design	$464,356
Construction	$0
Project Total Costs	**$464,356**

Staff is seeking Council direction on how to proceed with the project. Should Council approve this project in either options 1 or 2, staff anticipates awarding a construction contract in Spring 2027 with a construction completion date of Summer 2027. However, seeking a modified or new Coastal Development Permit may subject the project to another round of appeals, which could further delay project implementation and increase project costs.

ATTACHMENTS:

1. PCH Quick Build Roundabouts - Wildfire Evacuation Assessment Report

Kimley»Horn

To:	Travis Hart, Deputy Public Works Director, Malibu, California
	Nadia Fahoum, Associate Engineer, Malibu, California
From:	Ayberk Kocatepe, Ph.D., PTP
	Asher Cipinko
	Sri Chakravarthy, P.E., T.E.
Subject:	Wildfire Evacuation Assessment – Pilot Quick-Build Roundabouts, Malibu, California
Date:	June 26, 2026

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or the "Consultant") is tasked to conduct a wildfire evacuation assessment for the proposed Pilot Quick Build Roundabout project ("Project" or "proposed Project"). This memorandum provides an assessment under existing and with Project conditions and impacts to roadway capacity and clearance times under wildfire evacuation scenarios.

Introduction and Purpose

This document presents an evaluation of roadway performance in the context of wildfire evacuation scenarios in Malibu, California, specifically testing performance impacts with inclusion of the proposed pilot quick-build roundabout improvements on Pacific Coast Highway at El Matador Beach Road and at Encinal Road. The objective of this evaluation is to assess the immediate Project-level effects on evacuation performance. The proposed improvements are single lane roundabouts that maintain one entry travel lanes and one exit travel lanes per direction.

Methodology

This assessment applies evacuation modeling to evaluate the Project's impact on roadway performance during wildfire scenarios and impacts on the broader regional roadway network. To this end, Kimley-Horn has utilized AEGIS[1] (Adaptative Evacuation and Geographic Intelligence System), a tool specifically designed for comparative evacuation analysis using multiple national and localized datasets, geospatial analysis software, and advanced modeling algorithms to create dynamic assignment, agent-based models capable of capturing the detailed interactions between vehicles and operational statistics of the roadway network, second-by-second throughout the length of the evacuation. Analysis under AEGIS is conducted by collecting local data, developing hazard scenarios and modeling assumptions based on local conditions, modelling the selected scenarios within the AEGIS software, and analyzing results to assess operational impacts directly tied to the Project.

Scenario Description

This assessment analyzes an evacuation scenario based on the Woolsey Fire (2018) to stress test the roadway network in Malibu. The Woolsey Fire was a multi-day event which began south of Simi Valley and rapidly burned through Ventura and Los Angeles Counites. The fire event occurred concurrently with the Hill Fire, an earlier ignition in Ventura County. Impacts of the Hill Fire caused closures on PCH in the west and northbound direction, and evacuees were routed east and southbound. To assess performance on the

[1] Kimley-Horn's proprietary evacuation analysis tool designed to analyze custom evacuation scenarios

study intersections on PCH west of the City of Malibu, this study analyzes an alternative scenario considering the impacts of the Woolsey Fire in isolation without Hill Fire-related PCH closures, and evacuees are directed west and north on PCH toward Ventura County. This alternative scenario was selected to represent severe wildfire evacuation conditions, including rapid fire progression into Malibu, broad mandatory evacuation messaging, constrained evacuation routes, and significant westbound PCH delays to stress test the Project.

Evacuation events are inherently stochastic, influenced by many variables from human behavior to the sudden onset of the event making it impractical to evaluate every possible scenario. Given this complexity, it is essential to introduce assumptions to create a manageable framework to allow the model to run specific scenarios and derive meaningful insights and conclusions that can guide further detailed investigations and refinements of the models. This analysis reflects a single potential scenario developed based on assumptions informed by historical events, as well as input received from City Council and discussions with City staff, and considers worst-case evacuation demand conditions.

This methodological process is supported by recent court decisions upholding that evaluating a single evacuation scenario can be as valid as any other, given the countless variables that shape real-world outcomes. In *League to Save Lake Tahoe Mountain v. County of Placer (2022)*, the court recognized that with factors such as human behavior, timing, and fire dynamics, it is impossible to model every potential condition. Instead, selecting a representative scenario and metric such as total time to exit provides a manageable framework that provides meaningful analysis.

This analysis does not attempt to recreate the actual Woolsey Fire evacuation event or traffic-control strategy, but instead is a counterfactual scenario applying Woolsey-based evacuation demand and behavior to a westbound PCH routing scenario to evaluate the proposed project effects at El Matador Beach Road and at Encinal Road. Any analysis results are intended as a planning level guide to compare roadway configuration conditions and assess specific operations at the Project site, rather than inform general operational strategy utilized by law enforcement in the event of an evacuation.

Modeling Assumptions

When undertaking this review, reasonable assumptions were made to facilitate the analysis and allow for more streamlined and focused research. All modeling assumptions are described below, based on the Review of Woolsey Fire Response by Malibu City Management[2]. Modeling scenarios, reflecting one wildfire scenario across four different roadway condition scenarios are described in Table 1.

- The study area spans the City of Malibu jurisdiction limits to the "PCH lane reduction", the location where the PCH reduces from 2-lanes to 1-lane in each direction. The study area, proposed roundabout locations, and signalized intersections located on the PCH within the City limits are shown in Figure 1. For the purposes of this study, evacuees are considered "cleared" and evacuated once able to pass the PCH lane reduction. Detailed imagery of the Project site and signalized intersection locations are included in Appendix A.
- To calculate evacuee demand on PCH, US Census blocks[3] within the study area were assessed to determine overlap with the Woolsey Fire burn perimeter and regional highway access. All zones

[2] Review of Woolsey Fire Response by Malibu City Management, City of Malibu, July 26, 2019

[3] Table B08201: Household Size by Vehicles Available, 2024 ACS 5-Year Estimates, US Census Bureau

within the City of Malibu and zones intersecting the burn perimeter north of the City without direct access to US-101 were selected as evacuation zones within this study, shown in **Figure 2**.Under the evacuation scenario the number of vehicles on the roadway network during an evacuation was determined using household and vehicle ownership information obtained directly from socio-economic data in US Census estimates under the most recent 2024 American Community Survey 5-Year dataset.

- Based on observed evacuation behavior during the Woolsey Fire, evacuee departures are not assumed to be simultaneous but instead follow an S-curve pattern, with departures starting gradually, peaking shortly after notification, and tapering over time. For this analysis, the evacuation response was modeled using an S-curve beginning at approximately 7:00 AM, consistent with the initial evacuation alert, and extending over an estimated eight-hour period, reflecting input from observed conditions including evolving notifications, a citywide evacuation order, and documented delays, confusion, and staggered response behavior.
- The 2026 roadway network reflects existing conditions, with capacities and speed limit data derived from OpenStreetMaps[4] data.
- The modeling approach applied a 20 percent reduction to roadway capacity to account for evacuees departing before the explicit evacuation notice and disruptions to typical travel patterns during wildfire conditions. The Woolsey Fire evacuation did not occur under normal traffic operating conditions: the City's alert log documented traffic signal outages at PCH and Coastline by 7:25 AM, subsequent PCH closures and lane-control changes, and an urgent evacuation reinforcement at 12:29 PM. Reports began emerging in the early afternoon of traffic backups, instances of delayed or noncompliant evacuation response, and impacts associated with constrained route availability.
- Households without access to a personal vehicle would inherently depend on external support to evacuate. Additionally, it is presumed that employment centers will be unoccupied during the time of evacuation for both scenarios. Under occupied circumstances, it is assumed employment centers would undertake the responsibility of facilitating the evacuation of employees lacking personal vehicles, to the extent that employees would be at their place of work during an evacuation event.

[4] https://www.openstreetmap.org/

Figure 1 – Study Area

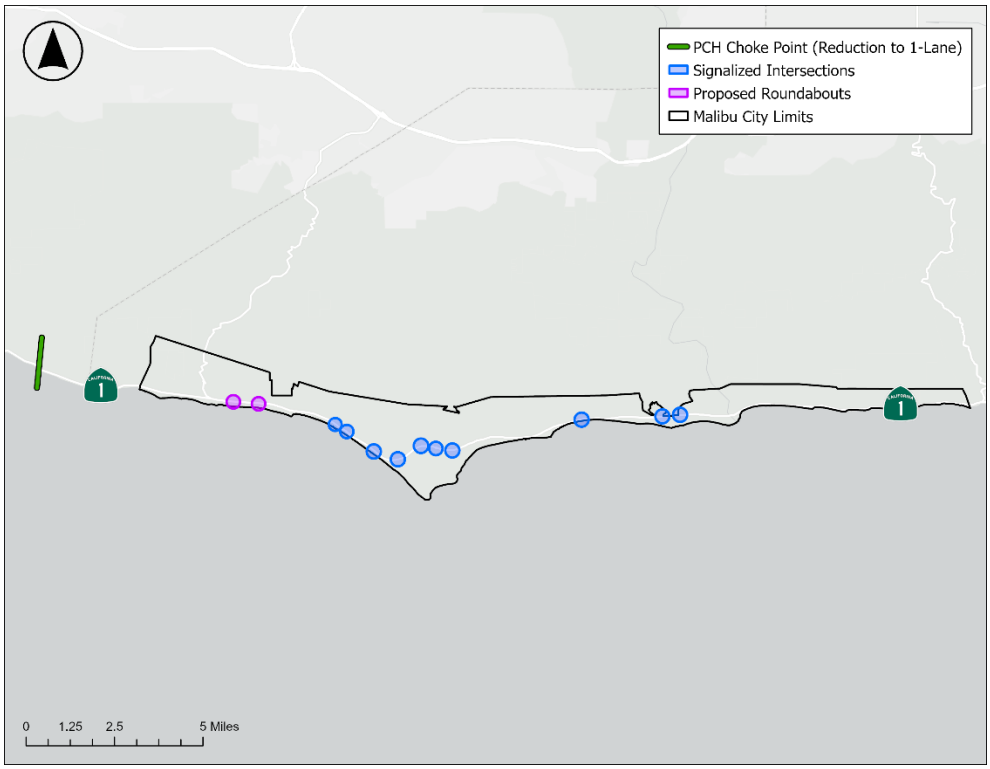


Figure 2 – Impacted Evacuation Zones

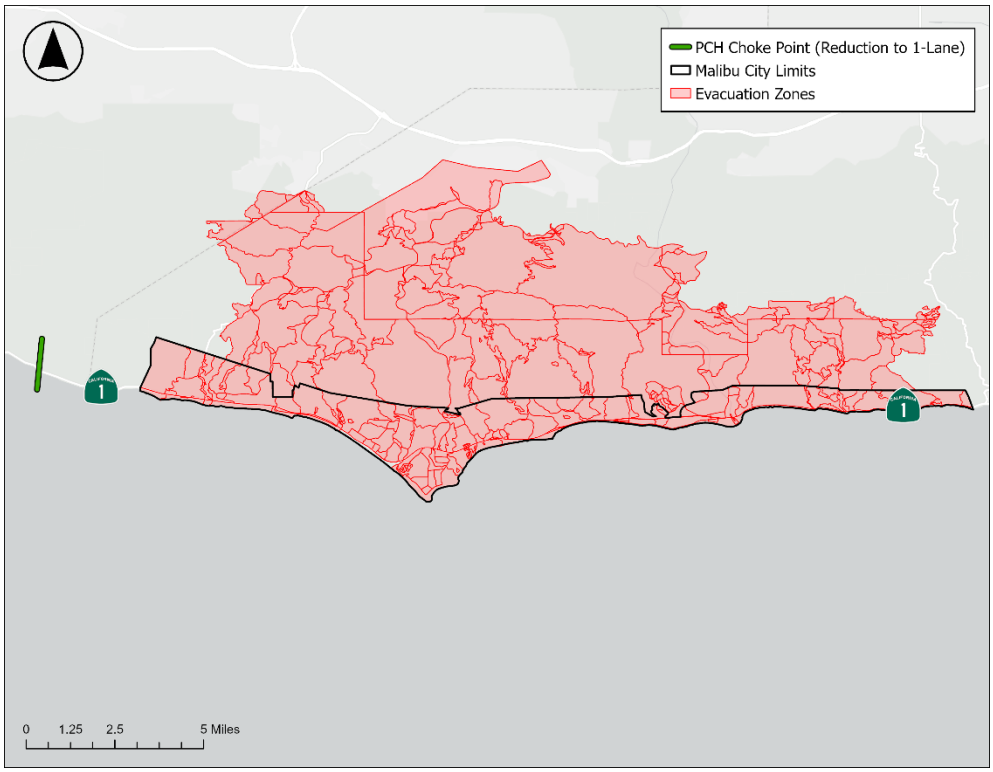


Table 1 – Modeling Scenarios

Modeling Scenarios	
No Project without PSPS[5]	Existing El Matador Beach Rd and Encinal Rd intersections, with existing roadway conditions throughout Malibu.
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Plus Project with PSP	Proposed Roundabouts at El Matador Beach Rd and Encinal Rd intersections, with PSPS conditions between Malibu Canyon Rd and Trancas.

[5] Public Safety Power Shutoff (PSPS), during which signalized intersections operate as all-way stop controlled intersections

Evacuation Route Assessment

Model Analysis and Results

AEGIS, A Kimley-Horn platform, was used to develop an evacuation model to simulate the evacuation scenario. The modeling platform is capable of producing a range of metrics to assess network performance during an evacuation event. Several key metrics include roadway vehicle demand, queueing, experienced delay, and clearance or evacuation times. Key results are summarized below. A data dashboard with interactive maps and animations of model results are accessible here, and in Appendix A.

Average Vehicle Delay

Average delay during the peak hour of the evacuation, when vehicle demand is at its greatest, grew by 4.2 and 2.9 seconds at Encincal and El Matador Beach Roads respectively with the addition of the Project under no PSPS conditions. With PSPS active, the delay grew by 4.9 and 2.1 seconds respectively. It should be noted that the side-street delay decreased with the addition of the Project, while PCH delay increased. Delay in seconds per vehicle experienced at both El Matador Beach Rd and Encinal Rd are shown in **Table 2** below.

Table 2 – Average Delay per Vehicle (seconds) during Peak Hour

Intersection	Average Delay per Vehicle during Peak Hour			
	No Project without PSPS	Plus Project without PSPS	No Project with PSP	Plus Project with PSPS
El Matador Beach Rd	3.3 Seconds	6.2 Seconds	8.1 Seconds	10.2 Seconds
Encinal Rd	17.8 Seconds	22.0 Seconds	41.4 Seconds	46.3 Seconds

Delay increased under PSPS conditions at the 10 signalized intersections between Malibu Canyon Rd and Trancas Canyon Rd are shown in Table 3.

Table 3 – Average Delay per Vehicle (seconds) at Signalized Intersections with and without PSPS

Intersection	Without PSPS	With PSPS	Delta
Malibu Canyon Rd	8.51	2.36	-6.15
John Tyler Dr	11.51	3.19	-8.32
Corral Canyon Rd	11.93	3.18	-8.75
Zumirez Dr	14.74	3.44	-11.3
Kanan Dume Rd	14.55	2.59	-11.96
Heathercliff Rd	10.99	3.65	-7.34
Busch Dr	8.31	17.79	+9.48
Morning View Dr	14.33	9.45	-4.88
Guernsey Ave	25.00	51.12	+26.12
Trancas Canyon Rd	15.52	31.56	+16.04

Signalized intersections show varying degrees of delay increase and decrease. Decreases in delay at signalized intersections may be associated to lower side street vehicle utilization as a component of the model's rerouting behavior in response to travel time changes with the inclusion of PSPS conditions, reflected in larger overall increases in delay at downstream intersections such as Encinal as a result of vehicle rerouting. It is important to note that while the worst approach at an intersection may show improvements to delay under these conditions, the overall performance of the intersection may decrease, as reflected by increases to the overall time taken to evacuate (discussed below). However, the delay is shifted from primarily being experienced at the side street, to across all approaches.

Vehicle Queueing

The maximum queue length observed during the evacuation increased by approximately 25 feet at Encinal (about one vehicle), with no change at El Matador Beach under no-PSPS conditions. Under PSPS conditions, the queue at Encinal increased by approximately 118 feet (about 4–5 vehicles), while conditions at El Matador Beach remained unchanged.

The lack of change at El Matador Beach reflects minimal conflicting demand at that location, whereas increases at Encinal are attributable to existing local demand combined with downstream congestion near the convergence of canyon roadways with PCH. Maximum queue lengths at both locations are summarized in Table 4.

Table 4 – Maximum Vehicle Queue (feet) during Evacuation

Intersection	Maximum Vehicle Queue during Evacuation			
	No Project without PSPS	Plus Project without PSPS	No Project with PSP	Plus Project with PSPS
El Matador Beach Rd	132 ft	157 ft (+25 ft)	196 ft	314 ft (+118 ft)
Encinal Rd	25 ft	25 ft	25 ft	25 ft

Queue lengths at the 10 signalized intersections between Malibu Canyon Rd and Trancas Canyon Rd under PSPS conditions generally grew, with the highest increases between Trancas Canyon Rd and Guernsey Rd, where the dual signalized intersections converting to all-way stops introduces queues stretching the storage length of the roadways between them. Queue lengths did not increase with Project, as queues tied to the roundabouts did not extend beyond their localized impacts.

Systemwide Clearance Time and Average Time to Clear

The amount of time it takes residents to evacuate the evacuation zone is referred to as “clearance time”. This metric measures the time taken from the initial evacuation notice until the full evacuation impact zone is able to “clear”, or pass a selected boundary, including the departure period and travel time until the final evacuee is able to pass the boundary. For the purposes of this analysis, evacuees are considered cleared once reaching the PCH lane reduction, where westbound lanes are reduced from 2-lane to 1-lane. The addition of the Project under no PSPS conditions increases the system-wide clearance time by 8 minutes (0.8%). Under PSPS conditions with Project between Malibu Canyon Rd and Trancas Rd, system-wide clearance time increases by 14 minutes (1.4%). The amount of time it takes each scenario to completely evacuate and clear past the PCH lane reduction is presented in Table 6 below.

Table 5 – Systemwide Clearance Times by Scenario (Since 7 AM Notice)

Clearance Time	Without PSPS	With PSPS
No Project	11:13 PM	11:58 PM
Plus Project	11:21 PM	12:12 AM (Next Day)
Increase in Clearance Time	+8 Minutes (0.82%)	+14 Minutes (1.38%)

The average time per evacuee to clear measures the time on average that each individual evacuee takes to cross the clearance boundary (PCH lane reduction) from the moment they left their home location. The average time taken from departure to clearing the PCH lane reduction for a single vehicle increased by 19 seconds (0.12%) with the addition of the Project under no PSPS conditions. Under PSPS conditions, the Project increases individual vehicle evacuation time by 21 seconds (0.16%). The average time to clear for a single evacuee is shown in Table 7.

Table 6 – Average Time per Evacuee to Clear

Average Time per Evacuee to Clear	Without PSPS	With PSPS
No Project	4 Hours, 30 Minutes, 44 Seconds	4 Hours, 36 Minutes, 12 Seconds
Plus Project	4 Hours, 31 Minutes, 3 Seconds	4 Hours, 36 Minutes, 38 Seconds
Increase in Clearance Time	+19 Seconds (0.12%)	+26 Seconds (0.16%)

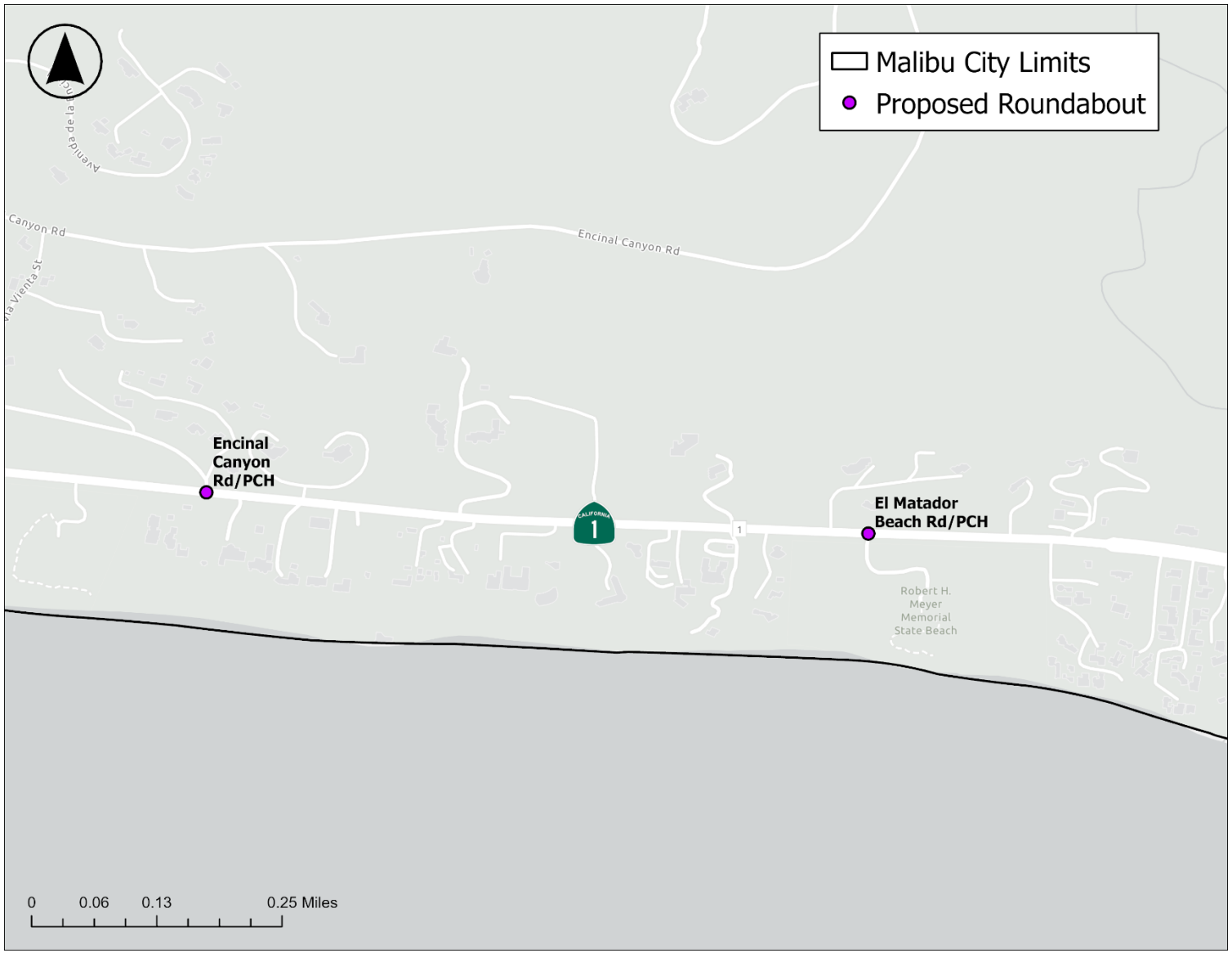
Appendix A

Kimley»Horn

Data dashboard accessible here, and at QR code below:

Kimley»Horn

Proposed Roundabout Locations



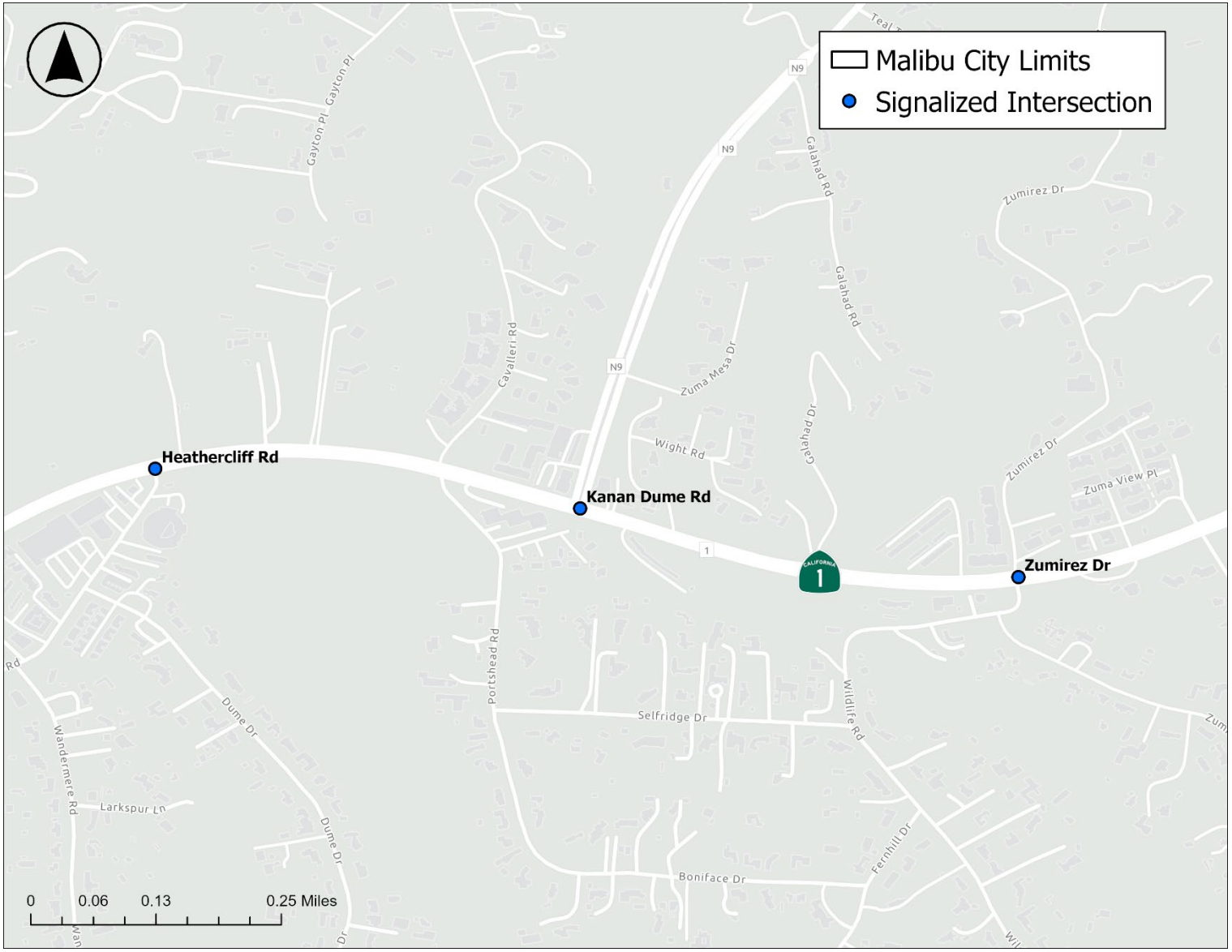
Kimley»Horn

Signalized Intersection Locations



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Signalized Intersection Locations



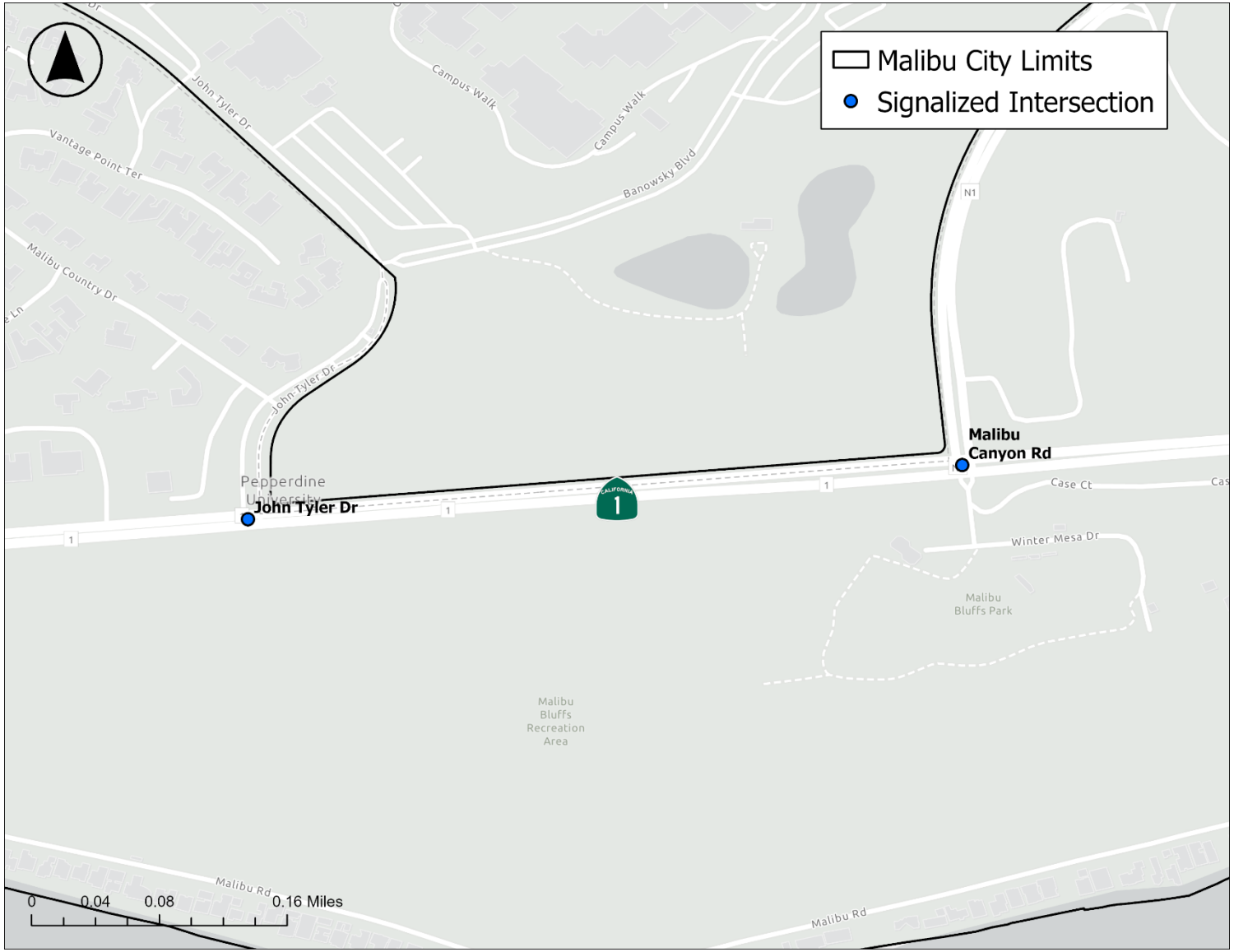
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Signalized Intersection Locations



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Signalized Intersection Locations



City Council Meeting
08-10-26
Item 7.A.

Council Agenda Report

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

Prepared by: Nadia Fahoum, Associate Engineer
Susan Duenas, Public Safety Director

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

Approved by: Joseph D. Irvin, City Manager

Date prepared: July 8, 2026 Meeting date: August 10, 2026

Subject: Pacific Coast Highway (PCH) Signal Synchronization Project Update

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RECOMMENDED ACTION:

1) Receive an update on the Pacific Coast Highway (PCH) Signal Synchronization System Improvements Project; more specifically, the Speed Enforcement System component.
2)Appropriate $1,250,000 in Account No. 310-9066-5100 (PCH Signal Synchronization System Improvements Project).
3) Authorize the increase to the Public Works Director's authority to approve potential change orders up to $1,000,000 for a total contingency amount of $5,829,396 not to exceed total construction contract with GMZ Engineering, Inc. amount of $15,606,387 for the Pacific Coast Highway (PCH) Signal Synchronization System Improvements Project.
4) Authorize the Mayor to execute Amendment No. 6 to the Professional Services Agreement with Kimley Horn and Associates, Inc. (Kimley-Horn) in the amount of $108,300 for a total not to exceed $4,184,942.47. This proposed amendment includes additional engineering design services for speed enforcement cameras for the Pacific Coast Highway (PCH) Signal Synchronization System Improvements Project.
5) Receive an update on the Speed Enforcement System's programmatic implementation.

FISCAL IMPACT:
An additional appropriation is required. Funding for this project is included in the Adopted Budget for Fiscal Year 2026-2027 in Account No. 310-9066-5100 (PCH Signal Synchronization System Improvements Project).

This project is funded through Los Angeles County Metropolitan Transportation Authority (Metro) Measure R and Measure M allocations in the amount of $19,100,000. Additionally, this project was impacted by the Palisades Fire, City staff are working with the Federal Highway Administration (FHWA) for potential reimbursement up to $246,000.

The project expenses, design, construction, and contingencies include a total amount of $20,596,000; this amount incorporates the costs associated with PCH Signal Synchronization, Safety Adaptive, Speed Enforcement Systems, in addition to other safety enhancements. The estimated budget for the Speed Enforcement Systems is currently $2.1 million. However, the current funds are insufficient to complete the installation of the speed enforcement systems and its components; an additional $1,250,000 is required to complete the project.

Project Funding	
Metro Measure R	$17,600,000
Metro Measure M	$1,500,000
FHWA (repairs for damages from the Palisades Fire)	$246,000
Project Total Funding	**$19,346,000**
Project Estimate	
Design	$4,358,080
Construction	$15,606,388
Construction Support	$556,532
SCE (Energization)	$75,000
Project Total Costs	**$20,596,000**
Funding Shortfall	**$1,250,000**

Project Estimate by Project Components	
PCH Signal Synchronization	$16,896,000
PCH Safety Adaptative	$1,600,000
PCH Speed Enforcement System	**$2,100,000**
Project Total Costs	**$20,596,000**

The appropriation in the amount of $1,250,000 will support:

- Construction costs in the amount of $900,000 to complete power source connections to operate the speed enforcement systems. Change Order to GMZ to perform work will only occur if an appropriation is approved.
- Amendment to Kimley-Horn's agreement in the amount of $108,000 for support services. Additional services were needed from Kimley-Horn to modify the design plans and perform structural calculations to determine if the equipment provided could sustain the loads now required. This work was needed to obtain Caltrans' approval and issuance of the encroachment permit.
- SCE contracts and invoices for energization (approx. $75,000) until transfer to a new account code takes place. To energize the systems, SCE contracts and invoices for new service connections will need to be paid and range in varying amounts depending on region and work (typical for new service processes).
- The remainder of money is not anticipated to be expended, rather it's to provide unforeseen difficulty support.

Staff are requesting to utilize the General Fund to offset the funding shortfall to successfully complete the installation of the speed enforcement systems. The Speed Enforcement System is being installed per Senate Bill 1297, which states under section 22436, "*Revenues derived from any program utilizing a speed safety system for speed limit enforcement shall first be used to recover program costs. Program costs include, but are not limited to, the installation of speed safety systems, the adjudication of violations, and reporting requirements as specified in this section*". The appropriation of $1,250,000 is reimbursable to the city and sees first recovery from the revenues of the program.

Seeking additional allocations from Metro would take approximately 12 months, in which all work would need to halt until an approval is received. This timeframe would greatly impact the project by significantly reducing city's participation in the program as its sunset date per the bill is January 1, 2032. This delay would also result in the City not receiving estimated revenues of $4.5 Million.

Therefore, staff recommend an appropriation to this project in the amount of $1,250,000 from the General Fund Undesignated Reserves to Account No. 310-9066-5100 (PCH Signal Synchronization System Improvements Project) for a total revised project budget of $20,596,000.

The projected General Fund Undesignated Reserve balance as of July 1, 2026, is $51.2 million.

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

Goal 4: Improve Public Safety
Objective 4.1: Reduce injury and fatal collisions on Pacific Coast Highway
Strategy: Installation of speed enforcement systems

DISCUSSION: The Pacific Coast Highway (PCH) Signal Synchronization System Improvements project (Project) has the objective of enhancing and improving traffic signals throughout the Malibu PCH corridor; which reduces congestion, regulates vehicle speeds, improves intersection performance, and enhances safety for motorists, pedestrians, cyclists, and transit users. Spanning approximately eight miles from Topanga Canyon Boulevard to John Tyler Drive, the project includes: upgrading traffic signal hardware and controllers, installing fiber optic communication infrastructure, deploying CCTV cameras, establishing real-time communication with Caltrans District 7 Traffic Management Center, implementing coordinated signal timing and adaptive safety technology.

On February 27, 2023, the City Council approved a construction agreement with GMZ Engineering, Inc. for the PCH Signal Synchronization System Improvements Project.

Following the tragic October 2023 fatal crash involving four Pepperdine University students, the City expanded the project scope to include the installation of speed enforcement systems along PCH to address the growing concerns of safety on PCH. Staff were directed to proceed with a layout and design of a speed enforcement system.

On September 23, 2024, the City Council approved Amendment No. 5 to the Professional Services Agreement with Kimley-Horn for the PCH Signal Synchronization System Improvements Project; which included assistance to prepare a plan for the placement and design of the speed enforcement systems.

On June 16, 2025, the City of Malibu Planning Commission approved Coastal Development Permit No. 25-024 to install speed enforcement systems at five regions along PCH.

On April 13, 2026, the City Council approved a Professional Services Agreement with Blue Line Solutions-CA, LLC (Blue Line) to implement and operate a Speed Safety Camera System Pilot Program. After which, it was discovered that the initial design required modification to be in alignment with the performance ability of the vendor's camera system and Senate Bill 1297. The level of construction effort needed to address these design modifications and successfully install and operate the systems was much more extensive than the available project budget. Most specifically, it was discovered that hard power connections were required for all poles - the cost of supplying hard power connections is the bulk of the appropriation needed.

On August 5, 2026, the PCH Signal Synchronization project was presented to the Administrative and Finance (A&F) Subcommittee. The recommendation of the A&F Subcommittee meeting will be provided to Council in the verbal report of the PCH Signal Synchronization System Improvements Project during the scheduled August 10, 2026, Council meeting.

Program Implementation Update
In addition to the progress on the infrastructure needed for the Speed Enforcement System, Public Safety staff are making significant progress on the full program implementation. The staff needed to implement the program are in place and are preparing to be trained on Blue Line Solution's web-based platform used for reviewing and managing citations. Staff are also finalizing the required processes for providing reduced citation fines and community service options for individuals who can verify indigent status. Since the City does not currently have a means of offering community service, staff are establishing an educational option, which the City of Oakland (another Pilot city) has also done to meet this requirement. Staff plan to enter into a license agreement with The Emily Shane Foundation to use the movie *21 Miles in Malibu* as the core component of an educational option.

Senate Bill 1297 also requires that a public education campaign be implemented at least 30 days prior to activating the Speed Safety System. Staff are currently working with Blue Line Solutions to develop a variety of outreach strategies to inform both Malibu residents and visitors about the program. Outreach will include comprehensive social media campaigns, paid advertising, press releases, and inserts to be included in the Warning Notices that will be issued in the first 60 days. A launch event is also being planned. It is anticipated that the public education campaign will begin the first week of August 2026.
Below are the program implementation milestones:

- Public Information and Education – The City will provide information about the Speed Safety System, including explanation of how it works, its implementation schedule, and the program's safety goals.
- Warning Period – A 60-day warning period will begin when the system is activated. During this period, motorists who exceed the speed threshold will receive warnings only.
- Enforcement Phase – After the warning period concludes, qualifying speeding violations will result in civil penalties.

ATTACHMENTS:

1. Amendment No. 6 to Agreement with Kimley-Horn
2.

Docusign Envelope ID: B1F4247F-F62C-8709-8079-4756041BE636

AMENDMENT NO. 6 TO PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 6 TO PROFESSIONAL SERVICES AGREEMENT (the "Amendment" is made and entered in the City of Malibu on August 10, 2026, by and between the City of Malibu, a municipal corporation, hereinafter referred to as City, and Kimley-Horn and Associates, Inc., a North Carolina 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 May 8, 2017, the City entered into a Professional Services Agreement with Consultant for traffic engineering design services for the Pacific Coast Highway Signal System Improvements Project (the "Agreement").

B. On June 10, 2019, the City amended the Agreement to modify the scope of work to include additional traffic engineering services for planning, design, and environmental analysis for a Traffic Operations Center at City Hall, extend the term of the Agreement, and modify the compensation of services.

C. On March 8, 2021, the City amended the Agreement to modify the scope of work to include the Nobu traffic signal modification, additional environmental technical studies, and system integration services for the overall PCH signal system.

D. On May 9, 2022, the City amended the Agreement to extend the term and modify the scope of work to include support during the bidding and construction phases.

E. On February 12, 2024, the City amended the Agreement to extend the term and modify the scope of work to include rest in red traffic signal operation, red light camera enforcement, speed management using traffic signals, conversion of flashing beacons to traffic signals, and conceptual plans for corridor reconfiguration.

F. On September 23, 2024, the City amended the Agreement to increase the total compensation and modify the scope of work to develop and implement safety adaptive operations for PCH between John Tyler Drive and Big Rock Drive including design assistance to prepare a detailed plan for the placement of new speed feedback signs for the upcoming speed enforcement cameras.

G. The Parties desire to amend the Agreement to extend the term and modify the scope of work to include support around permitting requirements, Caltrans coordination, agency comments, or evolving field conditions and support implementation and construction activities for the Speed Camera Pilot Program through technical review and construction phase services, 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 services set forth in Exhibit A shall be in addition to the services that are currently performed under the Agreement. The Scope of Work shall now

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include structural calculations packages prepared for Caltrans review, revised and supplemental design plan sets; updated plans and supporting documentation for encroachment permit resubmittals; email-based review comments to the City; and RFI, material submittal, and show drawing review responses.

2. Section 2.0 of the Agreement (Term of Agreement), is hereby extended to December 31, 2026.

3. Section 4.0 of the Agreement (Compensation for Services), is hereby amended as set forth in Exhibit B attached hereto. The cost of services for this Agreement is increased in the amount of $108,300 for a total not to exceed $4,335,610.00 as shown in Exhibit B attached to this Amendment.

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 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 4, 2026.

This Amendment is executed on _____.

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CITY OF MALIBU, a municipal corporation:

_____
BRUCE SILVERSTEIN, Mayor

ATTEST:

_____
KELSEY PETTIJOHN, City Clerk
(seal)

APPROVED AS TO FORM:

_____
TREVOR RUSIN, Interim City Attorney

KIMBERLY-HORN AND ASSOCIATES, INC., a North Carolina corporation

By: Signed by: Sri Chakravarthy, PE 73629
FAD38E0EAA2646C...
Name: Sri Chakravarthy, PE, TE
Title: Vice President

Docusign Envelope ID: B1F4247F-F62C-8709-8079-4756041BE636

EXHIBIT A - Scope of Services

Kimley-Horn will provide the following scope of services as outlined below:

Task 1: Additional Design Services

Additional design services were required beyond the original scope to address permitting requirements, Caltrans coordination, agency comments, or evolving field conditions

- Prepare structural calculations for poles to support Caltrans review and approval (up to two versions of calculations each with two rounds of comments)
- Attend additional meetings with City and Caltrans staff and participate in field reviews
- Prepare two (2) additional rounds of design plan submittals and more detailed plan sets than initially anticipated
- Provide construction-phase review of electrical connections and pole installations prior to contractor's procurement of material
- Modify pole locations based on field conditions, agency direction, or constructability considerations
- Coordinate with Blueline Solutions to evaluate and develop alternative design options
- Revise design plans (up to two rounds)

Task 1 Deliverables

- Structural calculation packages prepared for Caltrans review
- Revised and supplemental design plan sets (PDF and CAD, as applicable)
- Updated plans and supporting documentation for encroachment permit resubmittals

Task 2: Implementation and Construction Phase Services

Kimley-Horn will support the City of Malibu through implementation and construction activities for the Speed Camera Pilot Program, providing technical review, and construction phase services.

- Review the contractor's proposed Speed Safety System for consistency with the City's Impact Report, Use Policy, and SB-1297
- Review the contractor's proposed acceptance testing procedures
- Review infraction data provided by the contractor
- Coordinate with City staff and the contractor throughout implementation and construction
- Respond to Requests for Information (RFIs)
- Review and provide recommendations on material submittals and shop drawings

Task 2 Deliverables

- Email-based review comments to the City
- RFI, material submittal, and shop drawing review responses (within seven business days)

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EXHIBIT B - Fee and Billing

Kimley-Horn will perform the services described in Tasks 1 and 2 in the Scope of Services for an hourly not to exceed fee based on our current hourly rate schedule:

Task No.	Task Description	Total Project Cost
Task 1	Additional Design Services	$65,700
Task 2	Implementation and Construction Phase Services	$42,600
	Total Cost:	**$108,300**

City Council Meeting
08-10-26
Item 7.B.

Council Agenda Report

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

Prepared by: Jorge Rubalcava, Senior Civil Engineer

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

Approved by: Joseph D. Irvin, City Manager

Date prepared: April 13, 2026 Meeting date: August 10, 2026

Subject: Review of Application Process for Additional Wastewater Allocation in the Civic Center Wastewater Treatment Facility (CCWTF)

RECOMMENDED ACTION: 1) Authorize the development of an application process for properties seeking additional wastewater allocation within Civic Center Wastewater Treatment Facility Phase One; and 2) Provide direction to staff on the development of such process.

FISCAL IMPACT: There is no fiscal impact associated with the recommended action. Should upgrades to the CCWTF be required, funding would be provided through the existing assessment district, which may require modification. Any costs associated with property-specific improvements or revisions would be the responsibility of the requesting property owner.

STRATEGIC PRIORITY: This item supports the City's 2025 -2028 Strategic Plan Goal 3: Advance Infrastructure Resilience.

DISCUSSION: On November 5, 2009, the Regional Water Quality Control Board (RWQCB) approved a resolution prohibiting the use of septic systems in the Malibu Civic Center Area. On September 21, 2010, the State Water Resources Control Board (SWRCB) approved the action taken by the RWQCB, thereby amending the State Basin Plan. The plan established certain dates by which properties in the Civic Center area were required to cease discharge and provided for a municipally owned wastewater treatment facility to be constructed.

On June 27, 2011, the Council approved a Memorandum of Understanding (MOU) between the City, the RWQCB and the SWRCB regarding the implementation of the Basin Plan Amendment for the Malibu Civic Center Area Prohibition. The MOU was amended in December 2014 and again in February 2017 to extend certain dates. Under the amended MOU, properties in Phase One of the Prohibition Area (primarily the commercial core of the Civic Center) were required to connect to a centralized wastewater treatment facility by September 30, 2018. All of the developed properties in Phase One were successfully connected by the mandated date, and the facility is completely operational.

The CCWTF was designed with a modular approach, allowing additional equipment and infrastructure required for future Phases Two and Three to be incorporated as needed. The CCWTF was originally designed with a maximum day flow capacity of 276,000 gallons per day (gpd) and a maximum day biochemical oxygen demand (BOD) loading capacity of 668 pounds per day (lb/day). The projected Phase One buildout values assumed that vacant Phase One parcels would ultimately be developed in accordance with the assumptions outlined in the Assessment District (AD) Report, including projected future flows and loading conditions. Based on these projections, the estimated Phase One buildout maximum day flow would be approximately 215,439 gpd, utilizing approximately 78 percent of the facility's current hydraulic capacity. However, the projected Phase One buildout maximum day BOD loading would be approximately 665 lb/day, utilizing approximately 99 percent of the facility's current BOD treatment capacity. Therefore, it is assumed that the CCWTF has no excess treatment capacity within the existing Phase One facilities if all vacant Phase One parcels are fully developed as described in the AD Report.

If Phase One property owners seek to increase their wastewater flows or organic loading beyond the assumptions identified in the AD Report, the City would need to carefully evaluate the impacts on the treatment facility's capacity. This evaluation would include quantifying the additional BOD loading and hydraulic flows, assessing hydraulic and process impacts to the various treatment systems, and identifying any necessary facility upgrades required to accommodate the proposed increases.

The assigned wastewater allocations per the Modified Engineer's Report for each parcel are critical to ensuring that the wastewater treatment plant operates efficiently, remains within its permitted capacity, and complies with applicable regulatory standards.

During the Phase One implementation process, City staff conducted numerous stakeholder meetings. Property owners were provided with the opportunity at that time to negotiate and agree on wastewater allocation based on existing developments and anticipated future development plans.

The City received a land development application from the property owners of 3700 La Paz Lane (APN 4458-022-025) to construct a new single-family residence, a second-unit

guest house, and twenty proposed multi-family residential units on the parcel. The property is zoned Community Commercial. Per the Modified Engineer's Report (2015), this parcel has existing wastewater allocation of 1,469.3125 gpd. As proposed, the development has a total projected demand of 4,900 gpd. This demand exceeds the parcel's assigned wastewater allocation by 3,430.6865 gpd. As part of the review of the land development application, the applicant inquired about the potential availability of additional wastewater allocation for future development within the Phase One boundary.

To evaluate if the process of allowing Phase One parcels to request additional allocations is feasible, staff reviewed the data demonstrating at what capacity the plant currently operates. At present, CCWTF operates below its permitted maximum capacity. On the highest recorded operating day, the plant has operated at approximately 47% of its maximum day design capacity.

However, this operating margin is largely attributable to the fact that Phase One has undeveloped parcels which are not connected to the treatment plant using their allocated wastewater flows. As additional parcels develop and connect using their assigned allocations, this operational buffer will decrease proportionally.

While sufficient hydraulic capacity currently exists within the treatment plant, the wastewater allocation framework established under Phase One was designed to manage long-term buildout conditions and ensure equitable distribution of capacity among properties within the service area.

Staff is seeking Council direction to develop and implement an application process for property owners within the Phase One boundary to request additional wastewater allocation. If approved, the following steps will be implemented:

1. Staff will conduct public outreach to notify property owners within Phase One of the additional wastewater allocation request procedure.
2. Staff will create and distribute the application form for a 60-day period.
3. The submitted requests will be evaluated using engineering, operational, and regulatory criteria to determine whether additional allocation capacity may be available within Phase One. If it is determined that additional capacity can be accommodated within Phase One, modifications to Assessment District will be required.
4. If evaluation results reveal that upgrades to the Treatment Plant are necessary and feasible, staff will report back to Council to seek further direction.

ATTACHMENTS:

1.) Approved Modified Engineer's Report, December 2015

MODIFIED
ENGINEER'S REPORT
CITY OF MALIBU
ASSESSMENT DISTRICT NO. 2015-1
(CIVIC CENTER WASTEWATER TREATMENT FACILITY – PHASE 1)

December 9, 2015

Prepared for

CITY OF MALIBU
23825 Stuart Ranch Road
Malibu, CA 90265

Prepared by

DAVID TAUSSIG & ASSOCIATES, INC.
5000 Birch Street, Suite 6000
Newport Beach, CA 92660

MODIFIED ENGINEER'S REPORT

ASSESSMENT DISTRICT NO. 2015-1
(CIVIC CENTER WASTEWATER TREATMENT FACILITY - PHASE 1)
CITY OF MALIBU

Pursuant to the provisions of the "Municipal Improvement Act of 1913," being Division 12 of the Streets and Highways Code of the State of California and as amended (the "Act"), and in accordance with the Resolution Ordering Changes to the Engineer's Report, being Resolution No. 15-51, adopted by the CITY COUNCIL of the City of Malibu (the "City Council"), STATE OF CALIFORNIA, in connection with the proceedings for ASSESSMENT DISTRICT NO. 2015-1 (Civic Center Wastewater Treatment Facility - Phase I) (hereinafter referred to as the "Assessment District"), the undersigned herewith submits the Modified Engineer's Report for the Assessment District (the "Modified Report"), consisting of seven (7) parts ("Parts") as follows:

PART I - PLANS AND SPECIFICATIONS AND DESCRIPTION OF IMPROVEMENTS

The plans and specifications for the proposed improvements are on file in the Offices of the City Clerk and the Director of Public Works of the City of Malibu (the "City") and are referenced herein and incorporated as if attached and a part of this Modified Report. This Part also contains a description of the proposed improvements to be installed by the Assessment District.

PART II - IMPROVEMENT COST ESTIMATE

This Part contains an estimate of the cost of the proposed improvements, including incidental costs and expenses in connection therewith.

PART III - ANNUAL ADMINISTRATIVE COSTS

This Part contains the maximum annual amount to be assessed to pay costs associated with the administration and collection of assessments, administration or registration of bonds, and/or reserve or other related funds.

PART IV - ASSESSMENT ROLL

This Part contains the following information:

1. A proposed assessment of the total amount of the costs and expenses of the proposed improvements upon the several subdivisions of land within the Assessment District, in proportion to the estimated benefits to be received by such subdivisions, from said improvements, as set forth upon the assessment roll filed herewith and made a part thereof; and

2. A proposed maximum annual assessment upon the several subdivisions of land within the Assessment District to pay costs incurred by the City and not otherwise reimbursed which result from the administration and collection of assessments.

PART V - ASSESSMENT DIAGRAM

This Part contains a diagram showing the Assessment District, the boundaries and the dimensions of the subdivisions of land within said Assessment District, as the same existed at the time of the passage of the Resolution No. 15-27 ("Resolution of Intention"), and is filed herewith and made a part hereof, and part of the assessment.

PART VI - REPORT UNDER PART 7.5 OF DIVISION 4 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

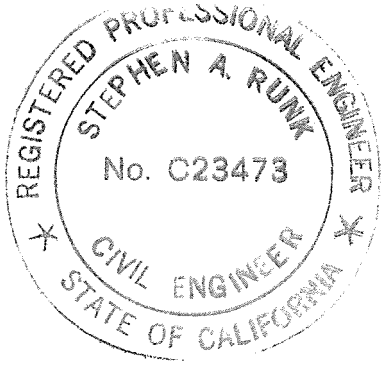
This Part satisfies the requirements of Part 7.5 of the "Special Assessment Investigation, Limitation and Majority Protest Act of 1931," which is Division 4 of the Streets and Highways Code of the State of California. This Part identifies the total principal amount of all unpaid special assessments required or proposed to be levied, the total true value of the parcels within the Assessment District, and the total amount of the principal sum of unpaid special assessments proposed by this Assessment District.

PART VII - CERTIFICATES

This Part shall consist of sub-parts with the following information:

A. Rights-of-way certificate; and
B. Environmental certification.

Dated this 9 day of DEC., 2015.



David Taussig & Associates, Inc.

Steve Runk
R.C.E. C23473
Assessment Engineer
City of Malibu
State of California

PRELIMINARY APPROVAL BY THE CITY COUNCIL OF THE CITY OF MALIBU, CALIFORNIA, ON THE 9th DAY OF June, 2015.

Lisa Pope

City Clerk
City of Malibu
State of California

FINAL APPROVAL BY THE CITY COUNCIL OF THE CITY OF MALIBU, CALIFORNIA, ON THE 25th DAY OF January 2016.

Lisa Pope

City Clerk
City of Malibu
State of California

MODIFIED ENGINEER'S REPORT

ASSESSMENT DISTRICT NO. 2015-1
(CIVIC CENTER WASTEWATER TREATMENT FACILITY - PHASE 1)
CITY OF MALIBU

PART I

PLANS AND SPECIFICATIONS AND DESCRIPTION OF IMPROVEMENTS

The plans and specifications which describe the general nature, location, and extent of the improvements for the Assessment District are on file in the Offices of the City Clerk and the Director of Public Works of the City and are referenced herein and incorporated as if attached and a part of this Modified Report. A map showing the general location and improvements for the Assessment District is attached as Exhibit A. A general description of the improvements is set forth below.

DESCRIPTION OF WORKS OF IMPROVEMENT

The works of improvements to be financed by the Assessment District will include the design and construction of the wastewater treatment plant, wastewater collection and recycled water distribution system, and a recycled water injection system required pursuant to the Memorandum of Understanding Regarding Phased Implementation of Basin Plan Amendment Prohibiting On-Site Wastewater Disposal Systems in the Malibu Civic Center Area entered into by and between the City of Malibu, the Regional Water Quality Control Board, Los Angeles, and the State Water Resources Control Board (the "MOU"). It should be noted that the purpose of the recycled water distribution and injection system is the disposal of treated wastewater. The Assessment District will also finance the acquisition of the land on which the wastewater treatment plant will be located.

MODIFIED ENGINEER'S REPORT

ASSESSMENT DISTRICT NO. 2015-1
(CIVIC CENTER WASTEWATER TREATMENT FACILITY - PHASE 1)
CITY OF MALIBU

PART II

IMPROVEMENT COST ESTIMATE

This Part presents the estimated cost of the works of improvements. Table II-1 shows the gross and net cost of the works of improvements. There are three adjustments made to the gross cost of the works of improvements to arrive at the net assessable costs. First, pursuant to Article XIII D, Section 1(a) of the California Constitution, the cost of the works of improvements necessary to serve only those parcels within the Assessment District is separated from the total cost of the works of improvements. In the case of the works of improvements for the Assessment District, the wastewater collection system and recycled water distribution system have been oversized in order to accommodate potential wastewater flow and recycled water attributable to property located in future phases identified in and subject to the provisions of the MOU. This Assessment District will not pay for the cost of this oversizing. Second, excess County of Los Angeles sewer project funds in the amount of $1,172,652 are applied as a credit against the estimated design cost of the works of improvements. Third, the estimated cost of the works of improvement are adjusted to reflect the funding of a portion of the design costs by Community Facilities District No. 2012-1 of the City of Malibu ("CFD 2012-1"). In January of 2013, CFD 2012-1 issued $6,500,000 in bonds to fund $5,000,000 of design costs. The Assessment District will pay off and refinance the CFD No. 2012-1 indebtedness. Therefore, the cost of the retirement of the CFD 2012-1 indebtedness ($6,346,324.27) is added and the amount of the design costs funded by CFD 2012-1 ($5,000,000) are deducted from the cost of the works of improvements. Fourth, the estimated cost of the works of improvement are further adjusted to reflect the funding of a portion of the construction costs by a grant through the Water Recycling Funding Program of the California State Water Resources Control Board.

The estimated assessment amount corresponding to the financing of the net cost of the works of improvements is shown in Table II-2. The net improvement costs will be assessed to each property in accordance with the Method of Assessment set forth in Exhibit B. The Assessment Roll identifying each parcel of real property within the Assessment District and its assessment is included in Exhibit C. As with the description of the improvements, the improvement costs are preliminary estimates.

TABLE II-1

ASSESSMENT DISTRICT NO. 2015-1
(CIVIC CENTER WASTEWATER TREATMENT FACILITY - PHASE 1)
IMPROVEMENT COST ESTIMATE

	Gross Costs	Adjustments	Net Assessable Costs
I. Construction			
A. Wastewater Treatment Plant	$22,305,666.00		$21,889,666.00
1. Grant		($416,000.00)	
B. Wastewater Treatment Plant Site	$4,100,000.00		$4,100,000.00
C. Collection/Distribution System			$17,825,684.00
1. Collection System	$14,076,845.00		
2. Distribution System	$6,933,372.00		
3. Oversizing Credit		($1,600,533.00)[1]	
4. Grant		($1,584,000.00)[1]	
D. Recycled Water Injection System	$2,186,445.00		$2,186,445.00
II. Design	$7,416,873.00		$7,391,545.27
1. Oversizing Credit		($199,000.00)	
2. Los Angeles County Credit		($1,172,652.00)	
3. CFD 2012-1 Credit		($5,000,000.00)	
4. Payoff of CFD 2012-1		$6,346,324.27	
III. CM/Engineering Services	$4,017,000.00		$4,017,000.00
TOTAL	**$61,036,201.00**	**($3,625,860.73)**	**$57,410,340.27**

[1] The oversizing credit and grant shown under I.C are allocated between the wastewater collection system and the recycled water distribution system in proportion to the associated hard costs.

TABLE II-2

ASSESSMENT DISTRICT NO. 2015-1
(CIVIC CENTER WASTEWATER TREATMENT FACILITY - PHASE 1)
BOND ASSESSMENT ESTIMATE

Description	Estimated Costs and Expenses	
	As Preliminarily Approved	As Confirmed
I. Total Amount to Assessment	**$49,725,000.00**	**$63,688,774.33**
II. Facility Construction		
A. Treatment Plant	$19,893,500.00	$25,989,666.00
B. Collection/Distribution System	$8,532,000.00	$20,012,129.00
C. Design/CM/Engineering Services	$11,291,225.13	$11,408,545.27
III. Assessment District Procedural and Formation Costs	$158,990.00	$158,990.00
IV. Bond Issuance Costs		
A. Capitalized Interest/Construction Period Interest	$5,469,750.00	$1,547,708.33
B. Bond/Loan Reserve Fund	$3,709,114.62	$4,244,648.73
C. Underwriting, Legal, Professional Costs	$670,420.25	$327,087.00

TABLE II-3

ASSESSMENT DISTRICT NO. 2015-1
(CIVIC CENTER WASTEWATER TREATMENT FACILITY - PHASE 1)
RECAPITULATION OF IMPROVEMENT COSTS AND AMOUNT TO ASSESSMENT

Description	Estimated Costs and Expenses	
	As Preliminarily Approved	As Confirmed
I. Total Amount to Assessment	$49,725,000.00	$63,688,774.33
II. Works of Improvements Design and Construction	$39,716,725.13	$57,410,340.27
III. Assessment District Procedural and Formation Costs	$158,990.00	$158,990.00
IV. Bond/Loan Issuance Costs	$9,849,284.87	$6,119,444.06

MODIFIED ENGINEER'S REPORT

ASSESSMENT DISTRICT NO. 2015-1
(CIVIC CENTER WASTEWATER TREATMENT FACILITY - PHASE 1)
CITY OF MALIBU

PART III

ANNUAL ADMINISTRATIVE COSTS

NOTICE IS HEREBY GIVEN that, pursuant to Subdivision (f) of Section 10204 of the Streets and Highways Code of the State of California, an Annual Administrative Assessment shall be levied on each parcel and subdivision of land within the Assessment District to pay for the necessary costs and expenses incurred, and not otherwise reimbursed, resulting from the administration and collection of assessments and from the administration or registration of any bonds and/or reserve or other related funds.

The maximum amount of such Annual Administrative Assessment for the Assessment District shall not exceed a total of $25,000 which may increase annually at a compound rate beginning January 1, 2016 by the lesser of (i) five percent (5%), or (ii) the annualized positive change, if any, in the U.S. Consumer Price Index, All Urban Consumers, for Los Angeles – Riverside – Orange County, as of January 1 of each year. The Annual Administrative Assessment for each such parcel of land shall be computed based on that parcel's proportionate share of the total annual assessment (exclusive of the Annual Administrative Assessment). The Annual Administrative Assessment is in lieu of the $8.00 per assessment installment allowed by law.

MODIFIED ENGINEER'S REPORT

ASSESSMENT DISTRICT NO. 2015-1
(CIVIC CENTER WASTEWATER TREATMENT FACILITY - PHASE 1)
CITY OF MALIBU

PART IV

ASSESSMENT ROLL

WHEREAS, on June 8, 2015, the City Council did, pursuant to the provisions of the Act, adopt its Resolution of Intention declaring its intention to order the construction of certain improvements, together with appurtenances and appurtenant work in connection therewith, and to form the Assessment District; and,

WHEREAS, said Resolution of Intention, as required by law, did direct the appointed Assessment Engineer to make and file a report (the "Engineer's Report"), consisting of the following:

1. Plans;
2. Specifications;
3. General Descriptions;
4. Cost estimate;
5. Assessment Diagram showing the Assessment District and the subdivisions of land contained therein; and
6. A proposed assessment of the costs and expenses of the works of improvement levied upon the parcels and lots of land within the boundaries of the Assessment District.

For particulars, reference is made to the Resolution of Intention as previously adopted; and

WHEREAS, on June 8, 2015, the City Council did adopt its Resolution No. 15-28 heretofore preliminarily approving the Engineer's Report; and,

WHEREAS, subsequent to June 8, 2015, (i) RMC Water and Assessment Engineer notified the City that there was an error in the methodology it used to determine the organic load (the "BOD"), (ii) the City has agreed to purchase the site on which the wastewater treatment facility will be constructed for $4,100,00 rather than $5,892,500 as set forth in the Engineer's Report, (iii) the wastewater treatment facility will be constructed for $13,001,0000 rather than $14,001,0000 as set forth in the Engineer's Report, and (iv) the property owner of Assessment No. 3 (APN 4452-011-035) has petitioned the City to increase the flow allocated to its parcel from 1,118 gallons per day to 2,300 gallons per day (collectively, the "Changes"); and,

WHEREAS, on August 10, 2015, the City Council did, pursuant to the provisions of the Act, adopt its Resolution No. 15-51 to direct the Assessment Engineer to revise and modify the Engineer's Report to reflect the Changes; and,

WHEREAS, on October 14, 2015, the City Council did, pursuant to the provisions of the Act, adopt Resolution No. 15-65 continuing the Public Hearing to January 25, 2016 and ordering further changes to the Assessment Engineer's Report for the City of Malibu Assessment District No. 2015-1 (Civic Center Wastewater Treatment Facility — Phase One) to reflect the opening of construction bids on December 8, 2015; and

WHEREAS, the assessments for the parcels identified herein as Assessment No. 36 and Assessment No. 37 have been reduced to zero as they were acquired by the County of Los Angeles (the "County") for purposes of road right-of-way and are anticipated to be quitclaimed by the County to the City with the condition that the property can only be used for those purposes authorized in Sections 2 and 9 of Article XIX of the California Constitution and Section 2101 of the California Streets and Highways Code thereby rendering these properties undevelopable for private purposes.

NOW, THEREFORE, I, the undersigned, authorized representative of David Taussig & Associates, Inc., the duly appointed ASSESSMENT ENGINEER, pursuant to the Act, do hereby submit the following:

1. Pursuant to the provisions of law and the Resolution of Intention, I have assessed the modified costs and expenses of the works of improvements to be performed in the Assessment District upon the parcels of land in the Assessment District benefited thereby in direct proportion and relation to the estimated benefits to be received by each of said parcels. For particulars as to the identification of said parcels, reference is made to the Assessment Diagram, a copy of which is attached hereto as Exhibit D;

2. As required by law, the Assessment Diagram is hereto attached, showing the Assessment District, as well as the boundaries and dimensions of the respective parcels and subdivisions of land within said Assessment District as the same existed at the time of the passage of said Resolution of Intention, each of which subdivisions of land or parcels or lots respectively have been identified by Assessor's Parcel Number and Assessment Number upon said Assessment Diagram and in said Assessment Roll;

3. The subdivisions and parcels of land and the numbers shown on the respective Assessment Diagram as attached hereto correspond with the numbers as appearing on the Assessment Roll as contained herein as Exhibit C;

4. NOTICE IS HEREBY GIVEN that serial bonds to represent unpaid assessments, which bear interest at a fixed or variable interest rate and term of not to exceed twelve percent per annum or such higher maximum interest rate as may be permitted by law, may be issued in the manner provided in Division 10 of the Streets and Highways Code (the Improvement Bond Act of 1915) and the last installment of such bonds shall mature in not to exceed 39 years from the second of September next succeeding 12 months from their date and/or one or more contracts for loans funded by the State (the "State Loans") and secured by the assessments to be levied on property in the Assessment District may be entered

into pursuant to Section 10550 of the 1913 Act. The alternate procedure for collecting assessments and advance retirement of bonds as set forth in Part 11.1 of Division 10 of the Streets and Highways Code shall apply to these proceedings. Pursuant to Section 8650.1 of said Code, the City Council may determine to issue said bonds so that other than an equal annual proportion of the principal amount shall mature each year;

5. NOTICE IS HEREBY GIVEN that, pursuant to Subdivision (f) of Section 10204 of the Streets and Highways Code of the State of California, an annual assessment shall be levied on each parcel and subdivision of land within the Assessment District to pay for the necessary costs and expenses incurred, and not otherwise reimbursed, resulting from the administration and collection of assessments and from the administration or registration of any bonds and/or reserve or other related funds (the "Annual Administrative Assessment");

   The maximum amount of such Annual Administrative Assessment for the Assessment District shall not exceed a total of $25,000 which may increase annually at a compound rate beginning January 1, 2016, by the lesser of (i) five percent (5%), or (ii) the annualized positive change, if any, in the U.S. Consumer Price Index, All Urban Consumers, for Los Angeles – Riverside – Orange County, as of January 1 of each year. The Annual Administrative Assessment for each such parcel of land shall be computed based on that parcel's proportionate share of the total annual assessment (exclusive of the Annual Administrative Assessment). The Annual Administrative Assessment is in lieu of the $8.00 per assessment installment allowed by law;

6. By virtue of the authority contained in the Act and by further direction and order of the legislative body, I hereby make the following Assessment to cover the costs and expenses of the works of improvements for the Assessment District based on the costs and expenses as set forth below:

TABLE IV-1

ASSESSMENT DISTRICT NO. 2015-1
(CIVIC CENTER WASTEWATER TREATMENT FACILITY - PHASE 1)
BALANCE TO ASSESSMENT

Description	As Preliminarily Approved	As Confirmed
I. Total Amount to Assessment	$49,725,000.00	$63,688,774.33
II. Treatment Plant	$19,893,500.00	$25,989,666.00
III. Collection/Distribution System	$8,532,000.00	$20,012,129.00
IV. Design, Construction Management, and Engineering Services	$11,291,225.13	$11,408,545.27
V. Assessment District Procedural and Formation Costs	$158,990.00	$158,990.00
VI. Capitalized Interest/Construction Period Interest	$5,469,750.00[1]	$1,547,708.33[2]
VII. Bond/Loan Reserve Fund	$3,709,114.62[3]	$4,244,648.73[4]
VIII. Underwriting, Legal, and Professional Costs	$670,420.25	$327,087.00

[1] As preliminarily approved, capitalized interest was equal to twenty-two (22) months of estimated interest on $49,725,000 in bonds. No construction period interest was included.
[2] As confirmed, capitalized interest is equal to eighteen (18) months of estimated interest on $6,790,000 in bonds. Construction period interest on the Clear Water State Revolving Fund Loans is estimated based on the anticipated construction period of eighteen (18) months.
[3] As preliminarily approved, the bond reserve was equal to the estimated maximum annual debt service on $49,725,000 in bonds.
[4] As confirmed, the bond reserve is equal to the estimated maximum annual debt service on $6,790,000 in bonds, and the loan reserve is equal to one-hundred and fifty percent (150%) of the estimated maximum annual debt service on $56,898,774.33 in Clear Water State Revolving Fund Loans.

7. The Method of Assessment is as set forth in Exhibit B, which is attached hereto, referenced and so incorporated.

Dated: DEC. 9, 2015.

David Taussig & Associates, Inc.



Steve Runk
R.C.E. C23473
Assessment Engineer
City of Malibu
State of California

MODIFIED ENGINEER'S REPORT

ASSESSMENT DISTRICT NO. 2015-1
(CIVIC CENTER WASTEWATER TREATMENT FACILITY - PHASE 1)
CITY OF MALIBU

PART VI

REPORT UNDER PART 7.5 OF DIVISION 4
OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

Pursuant to the aforesaid Resolution of Intention, it has been provided that the requirements of Division 4 of the California Streets and Highways Code shall be satisfied with Part 7.5 of said Division 4.

Accordingly, the following is presented:

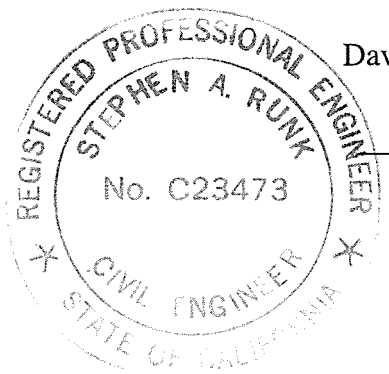
1. The total amount, as near as can be determined, of the total principal amount of all unpaid special assessments and special assessments required or proposed to be levied under any completed or pending assessment proceedings, other than contemplated in the instant proceedings is: $10,243[1].

2. The total true value, as near as may be determined, of the parcels of land and improvements which are proposed to be assessed in the instant proceedings, as determined by the full cash value of the parcels as shown upon the last equalized assessment roll of the County of Los Angeles is: $349,015,620.

3. The total amount of the principal sum of the special assessments proposed to be levied in the instant proceedings is: $63,688,774.33.

4. The total amount of the principal sum of unpaid special assessments levied against the parcels proposed to be assessed, as computed pursuant to paragraph 1 above, plus the principal amount of the special assessment proposed to be levied in the instant proceedings from paragraph 3 above is: $63,699,017.33.

Dated: DEC. 9, 2015



David Taussig & Associates, Inc

Steve Runk
R.C.E. C23473
Assessment Engineer
City of Malibu
State of California

[1] This figure excludes the principal amount of bonds outstanding for City of Malibu CFD No. 2012-1 because these bonds will be paid off with Assessment District bonds and/or State Loans.

MODIFIED ENGINEER'S REPORT

ASSESSMENT DISTRICT NO. 2015-1
(CIVIC CENTER WASTEWATER TREATMENT FACILITY - PHASE 1)
CITY OF MALIBU

PART VII (A)

RIGHTS-OF-WAY CERTIFICATE

STATE OF CALIFORNIA
CITY OF MALIBU

The undersigned hereby **CERTIFIES UNDER PENALTY OF PERJURY** that the following is all true and correct.

At all times herein mentioned, the undersigned was, and now is, the duly appointed Director of Public Works of the City of Malibu, State of California.

That proceedings have now been instituted under the provisions of the "Municipal Improvement Act of 1913," being Division 12 of the Streets and Highways Code of the State of California, for the construction of certain improvements in a special Assessment District known and designated as ASSESSMENT DISTRICT NO. 2015-1 (CIVIC CENTER WASTEWATER TREATMENT FACILITY - PHASE 1) (hereinafter referred to as the "Assessment District").

THE UNDERSIGNED STATES AND CERTIFIES AS FOLLOWS:

> All easements, rights-of-way, or land necessary for the accomplishment of improvements for the above referenced Assessment District will be in the possession of the Assessment District prior to the ordering of the works of improvements.

EXECUTED this 28 day of JANUARY 2016, at City of Malibu, California.

Robert L. Brager

Director of Public Works
City of Malibu
State of California

MODIFIED ENGINEER'S REPORT

ASSESSMENT DISTRICT NO. 2015-1
(CIVIC CENTER WASTEWATER TREATMENT FACILITY - PHASE 1)
CITY OF MALIBU

PART VII (B)

CERTIFICATION OF COMPLETION OF

ENVIRONMENTAL PROCEEDINGS

STATE OF CALIFORNIA
CITY OF MALIBU

The undersigned, under penalty of perjury, CERTIFIES as follows:

1. That I am the person authorized to prepare and process all environmental documentation as needed as it relates to the formation of the special assessment district being formed pursuant to the provisions of the "Municipal Improvement Act of 1913," being Division 12 of the Streets and Highways Code of the State of California, said special assessment district known and designated as ASSESSMENT DISTRICT NO. 2015-1 (CIVIC CENTER WASTEWATER TREATMENT FACILITY - PHASE 1) (hereinafter referred to as the "Assessment District");

2. The specific environmental proceedings relating to this Assessment District that have been completed are as follows:

   The City has considered the effects of the proposed Improvements on the environment in accordance with the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) ("CEQA") and its implementing guidelines (14 California Code of Regulations Section 15000 et seq.) (the "Guidelines") and in accordance therewith has prepared and certified an Environmental Impact Report which was approved by the City on January 12, 2015.

3. I do hereby certify that all environmental evaluation proceedings necessary for the formation of the Assessment District have been completed to my satisfaction, and that no further environmental proceedings are necessary.

EXECUTED this 28th day of January, 2016, at City of Malibu, California.

Director of Planning
City of Malibu
State of California

EXHIBIT A

MODIFIED ENGINEER'S REPORT

ASSESSMENT DISTRICT NO. 2015-1
(CIVIC CENTER WASTEWATER TREATMENT FACILITY - PHASE 1)
CITY OF MALIBU

MAP OF GENERAL LOCATION AND IMPROVEMENTS

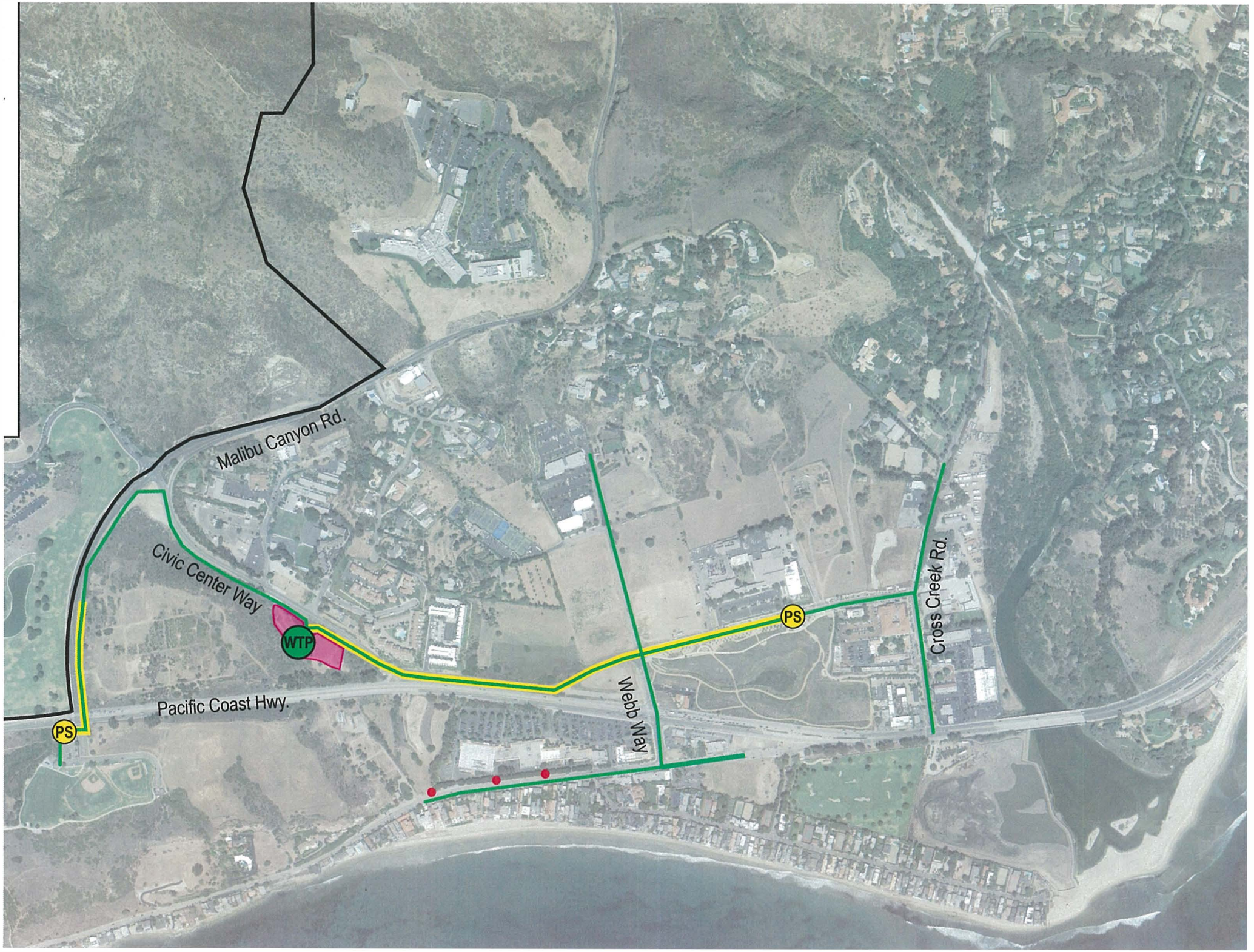

Malibu Canyon Rd.
Civic Center Way
WTP
PS
Pacific Coast Hwy.
PS
Webb Way
Cross Creek Rd.

EXHIBIT B

MODIFIED ENGINEER'S REPORT

ASSESSMENT DISTRICT NO. 2015-1
(CIVIC CENTER WASTEWATER TREATMENT FACILITY - PHASE 1)
CITY OF MALIBU

METHOD OF ASSESSMENT

A. Background

Assessment District jurisprudence requires that assessments levied pursuant to the Municipal Improvement Act of 1913 be based on the "special benefit" properties receive from the Works of Improvement. However, the law does not specify the method or formula that should be used to apportion the assessments in Assessment District proceedings. In addition, Article XIIID of the California Constitution, added in November 1996 through the passage of Proposition 218 by voters of the State of California, requires, inter alia, that (i) only special benefits be assessable, (ii) no assessment may exceed the proportional special benefit conferred on the parcel assessed, and (iii) publicly owned parcels shall not be exempt from assessment unless clear and convincing evidence demonstrates that such publicly owned parcels receive no special benefits from the improvements for which the assessment is levied.

"Special benefit" is a particular and distinct benefit over and above general benefits conferred on real property located in the District or to the public at large. Importantly, the general enhancement of property value does not constitute special benefit. As such, this Engineer's Report has been designed to comply with these requirements, as well as to incorporate recent California court decisions such as: *Silicon Valley Taxpayers Association, Inc. v. Santa Clara County Open Space Authority (2008), Beutz v. County of Riverside (2010), Golden Hills Neighborhood Association v. City of San Diego (2011),* and *Concerned Citizens v. West Point Fire Protection District (2011).*

Methodologically, it is necessary and essential to identify the special benefit that the Works of Improvement will render to the properties within the District. It is also necessary that the properties receive a special and direct benefit as distinguished from benefit to the general public.

All costs associated with the financing of the works of improvement are to be fairly distributed among the lots and parcels within the District based upon the special benefit received by each lot and parcel. Additionally, in compliance with the California Constitution Article XIIID Section 4, each parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred upon it. In sum, each of the properties benefiting from the works of improvement proposed for Assessment District No. 2015-1 will be assessed only for the special benefit conferred on such properties.

The Assessment Engineer is appointed for the purpose of analyzing the facts and determining the method and formula for apportionment of the assessment obligation to the benefited properties. For these proceedings, the City has retained the firm of David Taussig & Associates, Inc. as the

Assessment Engineer.

The Assessment Engineer makes his or her recommendation for the method of apportionment in this Engineer's Report for consideration at the public hearing. The final authority and action rests with the City after hearing all testimony and evidence presented at the public hearing and the tabulation of the assessment ballots. Upon conclusion of the public hearing, the City must make the final action in determining that the assessment has been made in direct proportion to the special benefit received. Ballot tabulation will then be completed, and if a majority of ballots received, weighted by assessment amount, do not protest the assessment, then the City may establish the Assessment District.

B. Special Benefit

The special benefit conferred to each of the properties within the Assessment District is the ability to discharge wastewater flows to a centralized wastewater treatment facility in compliance with the Memorandum of Understanding Regarding Phased Implementation of Basin Plan Amendment Prohibiting On-Site Wastewater Disposal Systems in the Malibu Civic Center Area entered into by and between the City of Malibu, the Regional Water Quality Control Board, Los Angeles, and the State Water Resources Control Board (the "MOU"). Resolution R4-2009-007 adopted by the Regional Water Quality Control Board, Los Angeles Region (the "Basin Plan Amendment") prohibits on-site wastewater disposal systems in the City of Malibu Civic Center Area, and the MOU requires the construction of the works of improvements in lieu of on-site wastewater disposal systems. In addition to the wastewater treatment plant, the Assessment District will install wastewater collection and recycled water distribution facilities in existing public streets and/or public easements as shown in Exhibit A; the cost of connecting to these facilities will be borne separately by each property owner and will not be installed by the Assessment District. The Assessment District will provide each property the right to discharge up to the wastewater flow and load calculated in Section C.3 below.

The works of improvements constitute the least expensive facilities with a factor of safety that can be built to serve the properties within the Assessment District. The treatment plant will be comprised of the minimum sized treatment processing units, headworks, and lab facilities as determined by the design engineer and in accordance with customary and prudent engineering design standards. Specifically, the treatment plant will consist of two (2) modules; two modules are required in order that one may be taken off line for maintenance and/or repair. The treatment plant site to be acquired is similarly the least expensive available parcel of land that is in a suitable location from an engineering standpoint. In contrast to the wastewater treatment plant, the wastewater collection and recycled water distribution lines (i.e., the diameters of certain of the collection and distribution pipes) will be constructed to accommodate wastewater flows and recycled water from properties located outside the Assessment District that are also the subject of the MOU and may be required to discharge wastewater flows off-site for treatment. The cost associated with this oversizing of the wastewater collection and recycled water distribution lines is therefore not assessed to the properties within the Assessment District.

C. Apportionment Methodology

The extent of the special benefit conferred to the parcels in the Assessment District is quantified in terms of wastewater flow and organic load. The cost of the wastewater collection and recycled

water distribution and injection system is allocated in proportion to wastewater flow as it is the primary determinant in the design and cost of the collection and distribution facilities. The cost of the wastewater treatment plant is allocated in proportion to organic load as it is the primary determinant in the design and cost of the treatment facilities. With certain exceptions discussed in Section D below, wastewater flows and organic load for developed parcels are based on actual building square footage and uses. Wastewater flows and organic load for vacant parcels are based on (i) the maximum floor area ratio permitted by the City (0.15) and the anticipated mix of uses or (ii) development plans submitted to the City, including wastewater analyses for such development plans, if any. Standard wastewater flow rates and organic load concentrations are discussed in Sections C.1 and C.2 below. Special cases and/or exceptions are discussed in Section C.3 below.

1. Wastewater Flow Rates

Non-residential wastewater flow rate assumptions are 0.0216 gallons per day for retail, 0.6750 gallons per day for restaurant, and 0.0625 gallons per day per building square foot for office. Wastewater flow rate assumptions for church uses are 3.0000 gallons per day per seat[2]. Wastewater flow rate assumptions for school uses are 11.0000 gallons per day per student and faculty/staff[3]. The wastewater flow rate assumption for retail use is an average and is calculated using a factor of ten (10.0000) gallons per day per employee, two (2.0000) gallons per day per parking space, one (1.0000) parking space per employee, and a range of building square feet per employee of 500 to 625[4]. The wastewater flow rate assumption for restaurant is calculated by applying a factor of nine (9.0000) gallons per day per customer[5] to an existing restaurant located in the City of Malibu which averages three hundred (300) customer per day and occupies four thousand (4,000) building square feet. The wastewater flow rate assumption for office is calculated using an average of two hundred eight (208) building square feet per employee and a factor of thirteen (13.0000) gallons per day per employee[6].

Residential wastewater flow rate assumptions are 366 gallons per day for a typical single-family home and 700 gallons per day for large, estate-sized homes. The wastewater flow rate for the typical single family home is calculated assuming a household size, including housekeepers and visitors, of 5.2, a wastewater flow per capita of 69 gallons per day[7], and a 1.02 infiltration rate. The wastewater flow rate for large, estate-sized homes is based on the proposed wastewater treatment system design prepared in connection with the development plans for Assessor's Parcel Number 4458-018-019.

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[2] The source for the flow rate per church seat is *United States Environmental Protection Agency Publication 625/R-00/008-Chapter 3*.

[3] The source for the flow rate per school seat is *United States Environmental Protection Agency Publication 625/R-00/008-Chapter 3*.

[4] The source for the flow rate per employee and per parking space is *Design of Municipal Wastewater Treatment Plants, Fifth Edition*.

[5] The source for the flow rate per restaurant customer is *United States Environmental Protection Agency Publication 625/R-00/008-Chapter 3*.

[6] The source for the flow rate per office employee is *United States Environmental Protection Agency Publication 625/R-00/008-Chapter 3*.

[7] The source for the flow rate per capita is *United States Environmental Protection Agency Publication 625/R-00/008-Chapter 3*.

2. Organic Load Concentration

Organic load concentration, a measure of the strength of the wastewater to be treated, is used to design the treatment process. Residential organic load concentrations are estimated to be 313 milligrams per liter ("mg/L") using per capita BOD loads from EPA guidelines[8]. Non-residential organic load concentrations were estimated to be similar to residential concentrations at 313 mg/L for retail, office, school, and church uses. For restaurants the BOD concentration was estimated to be 544 mg/L based on wastewater sampling conducted at shopping centers within the Civic Center area of the City. Total organic load is expressed in pounds per day and is calculated using the following formula: wastewater flow x organic load concentration x 8.345 / 1,000,000[9]. The specific wastewater flow and treatment plant load calculations for each parcel are discussed in Section C.3 below.

3. Wastewater Flow and Load Calculations

The wastewater flow and load estimates are summarized below. The terms BSF, GPD and PPD mean, respectively, building square feet, gallons per day and pounds per day.

- 4452-011-029 (Assessment No. 1)
  This is land with certain existing structures located at 3730 Cross Creek Road. The property is zoned Commercial Visitor Serving I. Total future building area is estimated at 11,801 square feet using an FAR of 0.15 (78,670 parcel square feet x 0.15). The City indicates that the property has the potential to include retail and restaurant uses and therefore, wastewater flow is estimated assuming eighty percent (80%) retail and twenty percent (20%) restaurant use, or 1,797.0563 GPD (11,801 x 0.8 x 0.0216 GPD/BSF (Retail) + 11,801 x 0.2 x 0.675 GPD/BSF (Restaurant)). Estimated organic load is 7.7650 PPD ((203.9213 GPD x 313 (Retail) + 1,593.1350 GPD x 544 (Restaurant)) x 8.345 / 1,000,000).

- 4452-011-033 (Assessment No. 2)
  This is a Shell service station located at 23387 Pacific Coast Highway and occupies the northeast corner of Pacific Coast Highway and Cross Creek Road. The property is zoned Commercial Visitor Serving I. Total existing building area is 1,731 square feet. While there are no existing restaurant or other "wet" uses, the City indicates that there is the potential for restaurant/food service use(s) in the future. Therefore, wastewater flow is estimated assuming eighty percent (80%) retail and twenty percent (20%) restaurant use, or 263.5967 GPD (1,731 x 0.8 x 0.0216 GPD/BSF (Retail) + 1,731 x 0.2 x 0.675 GPD/BSF (Restaurant)). Estimated organic load is 1.1390 PPD ((29.9117 GPD x 313 (Retail) + 233.6850 GPD x 544 (Restaurant)) x 8.345 / 1,000,000).

[8] The source for the BOD load per capita is *United States Environmental Protection Agency Publication 625/R-00/008-Chapter 3.*

[9] The source for the equation for total organic load is *Design of Municipal Wastewater Treatment Plants, Fifth Edition.*

- 4452-011-035 (Assessment No. 3)
  This is a commercial development with office, retail, and storage uses located on the east side of Cross Creek Road near the intersection of Cross Creek Road and Civic Center Way (3806 Cross Creek Road). The property is zoned Commercial Visitor Serving I. The City anticipates that this property will tend toward higher intensity uses following completion of the works of improvements, and the property owner has petitioned the City to increase the estimated wastewater flow to 2,300 GPD to accommodate future restaurant use. Estimated wastewater flow of 2,300 GPD would accommodate 1,930 square feet of restaurant and 15,967 square feet of office; no retail use is assumed because of the City's expectation that the property will tend toward higher intensity uses. Total building area is 17,897 square feet based on the November 26, 2013 site plan for The Courtyard development. Total estimated wastewater flow is 2,300.6875 GPD (1,930 x 0.675 GPD/BSF (Restaurant) + 15,967 x 0.0625 GPD/BSF (Office)). Estimated organic load is 8.5207 PPD ((1,302.7500 GPD x 544 (Restaurant) + 997.9375 GPD x 313 (Office)) x 8.345 / 1,000,000).

- 4452-011-036 (Assessment No. 4)
  This is vacant land located north of Pacific Coast Highway just west of Malibu Lagoon. The property is zoned Commercial Visitor Serving I. Total future building area is estimated at 15,968 square feet using an FAR of 0.15 (106,450 total parcel square feet x 0.15). The City indicates that the property has the potential to include retail and restaurant uses, and therefore wastewater flow is estimated assuming eighty percent (80%) retail and twenty percent (20%) restaurant use, or 2,431.6070 GPD (15,968 x 0.8 x 0.0216 GPD/BSF (Retail) + 15,968 x 0.2 x 0.675 GPD/BSF (Restaurant)). Estimated organic load is 10.5068 PPD ((275.9270 GPD x 313 (Retail) + 2,155.6800 GPD x 544 (Restaurant)) x 8.345 / 1,000,000).

- 4452-011-037 (Assessment No. 5)
  This is a commercial development located at 3728 Cross Creek Road. The property is zoned Commercial Visitor Serving I. Actual building square footage data are not available. Therefore, building area is estimated at 4,494 using an FAR of 0.15 (29,960 parcel square feet x 0.15). The City indicates that there is the potential for restaurant and/or other wet use(s) in the future, and therefore wastewater flow is estimated assuming eighty percent (80%) retail and twenty percent (20%) restaurant use, or 684.3463 GPD (4,494 x 0.8 x 0.0216 GPD/BSF (Retail) + 4,494 x 0.2 x 0.675 GPD/BSF (Restaurant)). Estimated organic load is 2.9570 PPD ((77.6563 GPD x 313 (Retail) + 606.6900 GPD x 544 (Restaurant)) x 8.345 / 1,000,000).

- 4452-011-039 (Assessment No. 6)
  This is a restaurant, retail, and office development located at 3900 Cross Creek Road. The property is zoned Commercial Visitor Serving I. Total building area is 13,061 square feet (4,686 square feet of retail, 5,245 square feet of restaurant, and 3,130 square feet of office). Total estimated wastewater flow is 3,837.2176

GPD (4,686 x 0.0216 GPD/BSF (Retail) + 5,245 x 0.675 GPD/BSF (Restaurant) + 3,130 x 0.0625 GPD/BSF (Office)). Estimated organic load is 16.8475 PPD ((101.2176 GPD x 313 (Retail) + 3,540.3750 GPD x 544 (Restaurant) + 195.6250 GPD x 313 (Office)) x 8.345 / 1,000,000).

- 4452-011-042 (Assessment No. 7) and 4452-011-043 (Assessment No. 8)
  These parcels comprise the Malibu Creek/Malibu Village development located on Cross Creek Road (3822 – 3896 Cross Creek Road) and Pacific Coast Highway (23357 - 23361 Pacific Coast Highway). The properties are zoned Commercial Visitor Serving I.

  Total building area for 4452-011-042 is 25,832 square feet (23,332 square feet of retail and 2,500 square feet of restaurant). Total estimated wastewater flow for 4452-011-042 is 2,191.4712 GPD (23,332 x 0.0216 GPD/BSF (Retail) + 2,500 x 0.675 GPD/BSF (Restaurant)). Estimated organic load for 4452-011-042 is 8.9771 PPD ((503.9712 GPD x 313 (Retail) + 1,687.5000 GPD x 544 (Restaurant)) x 8.345 / 1,000,000).

  Total building area for 4452-011-043 is 25,990 square feet (21,150 square feet of retail and 4,840 square feet of restaurant). Total estimated wastewater flow for 4452-011-043 is 3,723.8400 GPD (21,150 x 0.0216 GPD/BSF (Retail) + 4,840 x 0.675 GPD/BSF (Restaurant)). Estimated organic load for 4452-011-043 is 16.0244 PPD ((456.8400 GPD x 313 (Retail) + 3,267.0000 GPD x 544 (Restaurant)) x 8.345 / 1,000,000).

- 4452-011-803 (Assessment No. 9)
  This is an unmanned Southern California Edison facility located at 3808 Cross Creek Road. The property is zoned Commercial Visitor Serving I. Actual building square footage data are not available. Therefore, building area is estimated at 2,875 using an FAR of 0.15 (19,166 parcel square feet x 0.15). The City indicates that there is the potential for redevelopment of the property for non-utility use in the future, and therefore wastewater flow is estimated assuming eighty percent (80%) retail and twenty percent (20%) restaurant use, or 437.8050 GPD (2,875 x 0.8 x 0.0216 GPD/BSF (Retail) + 2,875 x 0.2 x 0.675 GPD/BSF (Restaurant)). Estimated organic load is 1.8917 PPD ((49.6800 GPD x 313 (Retail) + 388.1250 GPD x 544 (Restaurant)) x 8.345 / 1,000,000).

- 4452-012-024 (Assessment No. 10)
  This is vacant land located at 3738 Cross Creek Road, north of 4452-011-029. The property is zoned Commercial General. Total future building area is estimated at 34,042 square feet using an FAR of 0.15 (226,948 parcel square feet x 0.15). The City indicates that the property has the potential to include retail and restaurant uses, and therefore, wastewater flow is estimated assuming eighty percent (80%) retail and twenty percent (20%) restaurant use, or 5,183.9158 GPD (34,042 x 0.8 x 0.0216 GPD/BSF (Retail) + 34,042 x 0.2 x 0.675 GPD/BSF (Restaurant)). Estimated organic load is 22.3994 PPD ((588.2458 GPD x 313 (Retail) + 4,595.6700 GPD x 544 (Restaurant)) x 8.345 / 1,000,000).

- 4458-001-003 (Assessment No. 11)
  This is a parking lot that serves the development located on 4458-002-019 (Assessment No. 13). Therefore flow and load is zero and there will be no assessment. The property is zoned Commercial General.

- 4458-002-018 (Assessment No. 12)
  This is an office development located at 23730 Malibu Road. Total building area is 3,224 square feet. The property is zoned Commercial General. There are no existing restaurant or other "wet" uses, and the City does not anticipate any in the future. Estimated wastewater flow is 201.5000 GPD (3,224 x 0.0625 GPD/BSF). Estimated organic load is 0.5263 PPD ((201.5000 GPD x 313) x 8.345 / 1,000,000).

- 4458-002-019 (Assessment No. 13)
  This is an office development located along Malibu Road (23676 – 23712 Malibu Road). The property is zoned Commercial General. Total building area is 12,050 square feet. There are no existing restaurant or other "wet" uses, and the City does not anticipate any in the future. Estimated wastewater flow is 753.1250 GPD (12,050 x 0.0625 GPD/BSF). Estimated organic load is 1.9672 PPD ((753.1250 GPD x 313) x 8.345 / 1,000,000).

- 4458-002-900 (Assessment No. 14)
  This property is Los Angeles County Fire Station #88 and is located at 23720 Malibu Road. The property is zoned Commercial General. The number of fire fighters housed at the fire station is comparable to the household size for a typical single family home, and therefore wastewater flow is estimated at 366 GPD. Estimated organic load is 0.9560 PPD ((366.0000 GPD x 313) x 8.345 / 1,000,000).

- 4458-018-002 (Assessment No. 15), 4458-018-018 (Assessment No. 16), and 4458-018-019 (Assessment No. 17)
  This is vacant land located approximately at the southeast corner of Pacific Coast Highway and Malibu Canyon Road. The property is zoned Planned Development. Estimated wastewater flow is based on plans for the development of five (5) large, estate sized residential dwelling units plus a gatehouse and equals 3,560.0000 GPD (5 DUs x 700 GPD/DU + 60 GPD for the gatehouse). Estimated organic load is 9.2987 PPD ((3,500.0000 GPD x 313 + 60.0000 GPD x 313) x 8.345 / 1,000,000). All dwelling units are anticipated to be located on 4458-018-019.

- 4458-018-027 (Assessment No. 18), 4458-018-028 (Assessment No. 19), 4458-018-029 (Assessment No. 20), 4458-018-030 (Assessment No. 21), 4458-018-031 (Assessment No. 22), 4458-018-032 (Assessment No. 23), and 4458-018-033 (Assessment No. 24)
  This is vacant land located south of Pacific Coast Highway and east of 4458-018-019. The property is zoned Single Family Medium. Estimated wastewater flow is based on plans for the development of four (4) large, estate sized residential dwelling units plus an unmanned gatehouse. Estimated wastewater flow for each residential parcel is 700 GPD. Estimated organic load for each residential parcel is 1.8284 PPD ((700.0000 GPD x 313) x 8.345 / 1,000,000). The residential parcels are 4458-018-027, 4458-018-028, 4458-018-029, and 4458-018-030. The unmanned gatehouse will be located on 4458-018-031. 4458-018-032 and 4458-018-033 are open space, non-buildable lots.

- 4458-018-902 (Assessment No. 25)
  The property is zoned Public Open Space. This is the entrance to Bluffs Park and therefore will produce no wastewater flow. There will be no assessment.

- 4458-018-904 (Assessment No. 26)
  This is Bluffs Park. The property is zoned Public Open Space. Estimated wastewater flow is attributable to the public restroom facilities which are projected to generate 220 GPD. Estimated organic load is 0.5746 PPD ((220.0000 GPD x 313) x 8.345 / 1,000,000).

- 4458-019-003 (Assessment No. 27)
  This is vacant land located south of the intersection of Pacific Coast Highway and Civic Center Way and north of Malibu Road. The property is zoned Single Family Medium. Estimated wastewater flow is based on plans for the development of one (1) large, estate sized residential dwelling unit and equals 700 GPD. Estimated organic load is 1.8284 PPD ((700.0000 GPD x 313) x 8.345 / 1,000,000).

- 4458-019-008 (Assessment No. 28)
  This is vacant land located at 23614 Pacific Coast Highway, at the merger of Pacific Coast Highway and Malibu Road. The property is zoned Commercial General. Total future building area is estimated at 3,511 square feet using an FAR of 0.15 (23,409 total parcel square feet x 0.15). The City indicates that the property has the potential to include retail and restaurant uses, and therefore wastewater flow is estimated assuming eighty percent (80%) retail and twenty percent (20%) restaurant use, or 534.6551 GPD (3,511 x 0.8 x 0.0216 GPD/BSF (Retail) + 3,511 x 0.2 x 0.675 GPD/BSF (Restaurant)). Estimated organic load is 2.3102 PPD ((60.6701 GPD x 313 (Retail) + 473.9850 GPD x 544 (Restaurant)) x 8.345 / 1,000,000).

- 4458-019-009 (Assessment No. 29)
  This is a commercial development located at 23670 Pacific Coast Highway, on the southeast corner of the intersection of Pacific Coast Highway and Webb Way. The property is zoned Commercial General. Total building area is 8,434 square feet. While there are no existing restaurant or other "wet" uses, the City indicates that there is the potential for restaurant/food service use(s) in the future. Therefore, wastewater flow is estimated assuming eighty percent (80%) retail and twenty percent (20%) restaurant use, or 1,284.3295 GPD (8,434 x 0.8 x 0.0216 GPD/BSF (Retail) + 8,434 x 0.2 x 0.675 GPD/BSF (Restaurant)). Estimated organic load is 5.5495 PPD ((145.7395 GPD x 313 (Retail) + 1,138.5900 GPD x 544 (Restaurant)) x 8.345 / 1,000,000).

- 4458-019-010 (Assessment No. 30)
  This is the Malibu Colony Plaza development located at 23841 Malibu Road. The property is zoned Commercial General. Total building area is 116,925 square feet (68,014 square feet of retail and 48,911 square feet of restaurant). Total estimated wastewater flow is 34,484.0274 GPD (68,014 x 0.0216 GPD/BSF (Retail) + 48,911 x 0.675 GPD/BSF (Restaurant)). Estimated organic load is 153.7145 PPD ((1,469.1024 GPD x 313 (Retail) + 33,014.9250 GPD x 544 (Restaurant)) x 8.345 / 1,000,000).

- 4458-020-002 (Assessment No. 31)
  This is an office development located at 23405 Pacific Coast Highway. The property is zoned Commercial Visitor Serving I. Total building area is 2,386 square feet (284 square feet of retail and 2,102 square feet of office). Total estimated wastewater flow is 137.5094 GPD (284 x 0.0216 GPD/BSF (Retail) + 2,102 x 0.0625 GPD/BSF (Office)). Estimated organic load is 0.3592 PPD ((6.1344 GPD x 313 (Retail) + 131.3750 GPD x 313 (Office)) x 8.345 / 1,000,000).

- 4458-020-004 (Assessment No. 32)
  This is the Malibu Professional Arts office development located at 23440 Civic Center Way. The property is zoned Commercial Visitor Serving I. Total building area is 12,644 square feet. Estimated wastewater flow is 790.2500 GPD (12,644 x 0.0625 GPD/BSF). Estimated organic load is 2.0641 PPD ((790.2500 GPD x 313) x 8.345 / 1,000,000).

- 4458-020-010 (Assessment No. 33)
  This is the Malibu Country Mart II development located at 23410 Civic Center Way. The property is zoned Commercial Visitor Serving I. Total building area is 39,076 square feet (19,996 square feet of retail, 4,700 square feet of restaurant, and 14,380 square feet of office). Estimated wastewater flow is 4,503.1636 GPD (19,996 x 0.0216 GPD/BSF (Retail) + 4,700 x 0.675 GPD/BSF (Restaurant) + 14,380 x 0.0625 GPD/BSF (Office)). Estimated organic load is 17.8778 PPD ((431.9136 GPD x 313 (Retail) + 3,172.5000 GPD x 544 (Restaurant) + 898.7500 GPD x 313 (Office)) x 8.345 / 1,000,000).

- 4458-020-014 (Assessment No. 34)
  This is the Malibu Country Mart I development located at 3835 Cross Creek Road. The property is zoned Commercial Visitor Serving I. Total building area is 29,068 square feet (19,737 square feet of retail, 8,025 square feet of restaurant, and 1,306 square feet of office). Total estimated wastewater flow is 5,924.8192 GPD (19,737 x 0.0216 GPD/BSF (Retail) + 8,025 x 0.675 GPD/BSF (Restaurant) + 1,306 x 0.0625 GPD/BSF (Office)). Estimated organic load is 25.9176 PPD ((426.3192 GPD x 313 (Retail) + 5,416.8750 GPD x 544 (Restaurant) + 81.6250 GPD x 313 (Office)) x 8.345 / 1,000,000).

- 4458-020-015 (Assessment No. 35)
  This parcel of vacant land is located south of Civic Center Way, north of Pacific Coast Highway, and west of Webb Way. The property is zoned Commercial General. Total future building area for 4458-020-015 is estimated at 7,242 square feet using an FAR of 0.15 (48,280 total parcel square feet x 0.15). The City indicates that the property has the potential to include retail and restaurant uses, and therefore wastewater flow is estimated assuming eighty percent (80%) retail and twenty percent (20%) restaurant use, or 1,102.8118 GPD (7,242 x 0.8 x 0.0216 GPD/BSF (Retail) + 7,242 x 0.2 x 0.675 GPD/BSF (Restaurant)). Estimated organic load is 4.7652 PPD ((125.1418 GPD x 313 (Retail) + 977.6700 GPD x 544 (Restaurant)) x 8.345 / 1,000,000).

- 4458-020-900 (Assessment No. 36) and 4458-020-901 (Assessment No. 37)
  Assessment No. 36 is a parcel of vacant land located south of Civic Center Way, north of Pacific Coast Highway, and west of Webb Way. Assessment No. 37 is vacant land located at the northeast corner of the intersection of Webb Way and Pacific Coast Highway. These two parcels were acquired by the County of Los Angeles for purposes of road right-of-way, and are anticipated to be quitclaimed to the City with the condition that the property can only be used for those purposes authorized in Sections 2 and 9 of Article XIX of the California Constitution and Section 2101 of the California Streets and Highways Code which renders these properties undevelopable for private purposes. Therefore, flow and load is zero and there will be no assessment.

- 4458-020-902 (Assessment No. 38)
  This is part of Legacy Park. The property is zoned Commercial Visitor Serving I and will have no restroom or other facilities which would discharge to the wastewater treatment system. Therefore, estimated wastewater flow organic load are zero (0) and there will be no assessment.

- 4458-020-903 (Assessment No. 39)
  This is a commercial development that includes the Lumber Yard (3939 Cross Creek Road), Super Care building (23661 and 23461 Pacific Coast Highway), and animal hospital facilities (23431 Pacific Coast Highway). The property is zoned Commercial Visitor Serving I. Total building area is 37,862 square feet (30,049 square feet of retail, 6,605 square feet of restaurant, and 1,208 square feet of office). Total estimated wastewater flow is 5,182.9334 GPD (30,049 x 0.0216 GPD/BSF (Retail) + 6,605 x 0.675 GPD/BSF (Restaurant) + 1,208 x 0.0625 GPD/BSF (Office)). Estimated organic load is 22.1321 PPD ((649.0584 GPD x 313 (Retail) + 4,458.3750 GPD x 544 (Restaurant) + 75.5000 GPD x 313 (Office)) x 8.345 / 1,000,000).

- 4458-021-173 (Assessment No. 40)
  This is an office development located adjacent and south of Malibu City Hall (23805 – 23815 Stuart Ranch Road). The property is zoned Community Commercial. Total building area is 40,528 square feet. Estimated wastewater flow is 2,533.0000 GPD (40,528 x 0.0625 GPD/BSF). Estimated organic load is 6.6162 PPD ((2,533.0000 GPD x 313) x 8.345 / 1,000,000).

- 4458-021-175 (Assessment No. 41)
  This is vacant land located at the northwest corner of Civic Center Way and Stuart Ranch Road. The property is zoned Community Commercial. Total future building area is estimated at 44,105 square feet using an FAR of 0.15 (294,030 total parcel square feet x 0.15). The City indicates that the property has the potential to include retail and restaurant uses, and therefore wastewater flow is estimated assuming eighty percent (80%) retail and twenty percent (20%) restaurant use, or 6,716.3094 GPD (44,105 x 0.8 x 0.0216 GPD/BSF (Retail) + 44,105 x 0.2 x 0.675 GPD/BSF (Restaurant)). Estimated organic load is 29.0207 PPD ((762.1344 GPD x 313 (Retail) + 5,954.1750 GPD x 544 (Restaurant)) x 8.345 / 1,000,000).

- 4458-021-901 (Assessment No. 42)
  This property is Malibu City Hall. The property is zoned Community Commercial. Total building area is 37,359 square feet. Estimated wastewater flow is 2,334.9375 GPD (37,359 x 0.0625 GPD/BSF). Estimated organic load is 6.0988 PPD ((2,334.9375 GPD x 313) x 8.345 / 1,000,000).

- 4458-022-001 (Assessment No. 43)
  This is vacant land located at the northwest corner of the Civic Center Way and Cross Creek Road. The property is zoned Commercial Visitor Serving I. Along with 4458-022-022, this property is proposed to be developed as a Whole Foods Store. Total future building area is 38,425 square feet (9,222 square feet of retail and 29,203 square feet of restaurant). Total estimated wastewater flow is 9,340 GPD and is based on a September 2, 2011 study prepared EPD Consultants, which estimates that 710 GPD is attributable to the retail use and the remaining 8,630 GPD is attributable to the restaurant use. The wastewater flow from each land use is split between Assessor's Parcels 4458-022-001 and 4458-022-022 proportionately on the basis of land area. Estimated wastewater flow for Assessor's Parcel 4458-022-001, based on its parcel square footage of 108,464 and the total parcel square footage for both parcels of 259,673, is 3,901.2672 GPD (710 GPD x 108,464 / 259,673 (Retail) + 8,630 GPD x 108,464 / 259,673 (Restaurant)). Estimated organic load for Assessor's Parcel 4458-022-001 is 17.1388 PPD ((296.5631 GPD x 313 (Retail) + 3,604.7041 GPD x 544 (Restaurant)) x 8.345 / 1,000,000).

- 4458-022-011 (Assessment No. 44)
  This is vacant land located at the northeast corner of Civic Center Way and Stuart Ranch Road. The property is zoned Community Commercial. Total future building area is estimated at 81,010 based on an August 2013 traffic study for a proposed development comprised of retail, restaurant, and office uses (38,567 square feet of retail, 15,000 square feet of restaurant, and 27,443 square feet of office). Total estimated wastewater flow is 12,673.2347 GPD (38,567 x 0.0216 GPD/BSF (Retail) + 15,000 x 0.675 GPD/BSF (Restaurant) + 27,443 x 0.0625 GPD/BSF (Office)). Estimated organic load is 52.6202 PPD ((833.0472 GPD x 313 (Retail) + 10,125.0000 GPD x 544 (Restaurant) + 1,715.1875 GPD x 313 (Office)) x 8.345 / 1,000,000).

- 4458-022-012 (Assessment No. 45)
  This is vacant land located on the east side of Stuart Ranch Road opposite of Malibu City Hall. The property is zoned Community Commercial. Total future building area is estimated at 42,079 using an FAR of 0.15 (280,526 parcel square feet x 0.15). The City indicates that the property has the potential to include retail and restaurant uses, and therefore wastewater flow is estimated assuming eighty percent (80%) retail and twenty percent (20%) restaurant use, or 6,407.7901 GPD (42,079 x 0.8 x 0.0216 GPD/BSF (Retail) + 42,079 x 0.2 x 0.675 GPD/BSF (Restaurant)). Estimated organic load is 27.6876 PPD ((727.1251 GPD x 313 (Retail) + 5,680.6650 GPD x 544 (Restaurant)) x 8.345 / 1,000,000).

- 4458-022-019 (Assessment No. 46)
  This is vacant land located on the west side of La Paz Lane at its current terminus. The property is zoned Community Commercial. Total future building area is estimated at 55,408 using an FAR of 0.15 (369,389 parcel square feet x 0.15). The City indicates that the property has the potential to include retail and restaurant uses, and therefore wastewater flow is estimated assuming eighty percent (80%) retail and twenty percent (20%) restaurant use, or 8,437.5302 GPD (55,408 x 0.8 x 0.0216 GPD/BSF (Retail) + 55,408 x 0.2 x 0.675 GPD/BSF (Restaurant)). Estimated organic load is 36.4580 PPD ((957.4502 GPD x 313 (Retail) + 7,480.0800 GPD x 544 (Restaurant)) x 8.345 / 1,000,000).

- 4458-022-022 (Assessment No. 47)
  This is vacant land located approximately at the northwest corner of the Civic Center Way and Cross Creek Road. The property is zoned Commercial Visitor Serving I. Along with 4458-022-001, this property is proposed to be developed as a Whole Foods Store. Total estimated wastewater flow is 9,340 GPD and is based on a September 2, 2011 study prepared EPD Consultants, which estimates that 710 GPD is attributable to the retail use and 8,630 GPD is attributable to the restaurant use. The wastewater flow from each land use is split between Assessor's Parcels 4458-022-001 and 4458-022-022 proportionately on the basis of land area. Estimated wastewater flow for Assessor's Parcel 4458-022-022, based on its parcel square footage of 151,209 and the total parcel square footage for both parcels of 259,673, is 5,438.7328 GPD (710 GPD x 151,209 / 259,673 (Retail) + 8,630 GPD x 151,209 / 259,673 (Restaurant)). Estimated organic load for Assessor's Parcel 4458-022-022 is 23.8931 PPD ((413.4369 GPD x 313 (Retail) + 5,025.2959 GPD x 544 (Restaurant)) x 8.345 / 1,000,000).

- 4458-022-023 (Assessment No. 48) and 4458-022-024 (Assessment No. 49)
  This is vacant land located east of La Paz Lane and north of Civic Center Way. Development assumptions are based on a February 26, 2008 site plan. The property is zoned Town Center Overlay.

  Total future building area for 4458-022-023 is 88,997 (43,917 square feet of retail, 10,000 square feet of restaurant, and 35,080 square feet of office). Estimated wastewater flow for 4458-022-023 is 9,891.1072 GPD (43,917 x 0.0216 GPD/BSF (Retail) + 10,000 x 0.675 GPD/BSF (Restaurant) + 35,080 x 0.0625 GPD/BSF (Office)). Estimated organic load is 38.8474 PPD ((948.6072 GPD x 313 (Retail) + 6,750.0000 GPD x 544 (Restaurant) + 2,192.5000 GPD x 313 (Office)) x 8.345 / 1,000,000).

  Total future building area for 4458-022-024 is 43,061 square feet of restaurant, (15,585 square feet of retail, and 27,476 square feet of office). Estimated wastewater flow for 4458-022-024 is 2,053.8860 GPD (15,585 x 0.0216 GPD/BSF (Retail) + 27,476 x 0.0625 GPD/BSF (Office)). Estimated organic load is 5.3647 PPD ((336.6360 GPD x 313 (Retail) + 1,717.2500 GPD x 313 (Office)) x 8.345 / 1,000,000).

- 4458-022-025 (Assessment No. 50)
  This is vacant land located on north of the 4458-022-024. The property is zoned Community Commercial. Total future building area is estimated at 23,509 using an FAR of 0.15 (156,728 parcel square feet x 0.15). The City indicates that the property has the potential for office uses. Estimated wastewater flow is 1,469.3125 GPD (23,509 x 0.0625 GPD/BSF). Estimated organic load is 3.8378 PPD ((1,469.3125 GPD x 313) x 8.345 / 1,000,000).

- 4458-022-802 (Assessment No. 51)
  This is a GTE California, Inc. facility along Cross Creek Road. The property is zoned Commercial Visitor Serving I. Actual building square footage data are not available. Therefore, building area is estimated at 5,138 using an FAR of 0.15, the maximum permitted under current City zoning regulations (34,250 parcel square feet x 0.15). The City indicates that there is the potential for redevelopment of the property for non-utility use in the future, and therefore wastewater flow is estimated assuming eighty percent (80%) retail and twenty percent (20%) restaurant use, or 782.4146 GPD (5,138 x 0.8 x 0.0216 GPD/BSF (Retail) + 5,138 x 0.2 x 0.675 GPD/BSF (Restaurant)). Estimated organic load is 3.3808 PPD ((88.7846 GPD x 313 (Retail) + 693.6300 GPD x 544 (Restaurant)) x 8.345 / 1,000,000).

- 4458-022-906 (Assessment No. 52)
  This property is located at 23519 Civic Center Way and currently houses Los Angeles County courthouse, sheriff substation, library, and Water Works District 29 facilities and an unmanned communications tower. The property is zoned Institutional. A new Santa Monica Community College District satellite campus (no restaurant or cafeteria are anticipated) and Los Angeles County Sheriff substation facility will be constructed, replacing the existing sheriff substation. Total building square footage will be 86,900. The new SMCCD campus will be 27,500 building square feet with a total of two hundred ten (210) full time equivalent students and twelve (12) faculty/staff. The new Sheriff substation will be 5,640 building square feet. The existing courthouse facility is 24,240 building square feet. The existing library is 16,229 square feet. The Water Works District 29 offices are 12,291 building square feet. In addition, there is 1,000 square feet of storage. Estimated wastewater flow is 6,154.5000 GPD (59,400 x 0.0625 GPD/BSF (Office) + 222 x 11 GPD). Estimated organic load is 16.0755 PPD ((3,712.5000 GPD x 313 (Office) + 2,442.0000 GPD x 313 (College)) x 8.345 / 1,000,000).

- 4458-027-023 (Assessment No. 53), 4458-027-024 (Assessment No. 54), and 4458-027-025 (Assessment No. 55)
  This is Our Lady of Malibu Church and School. The property is zoned Institutional. The school is located on 4458-027-023, the church is located on 4458-027-024, and the rectory is located on 4458-027-025. The church has seating for 250. The school has a student capacity of one hundred twenty-three (123) with faculty and staff of up to twenty (20).

  Estimated wastewater flow for 4458-027-023 is 1,573.0000 GPD (143 x 11 GPD). Estimated organic load for 4458-027-023 is 4.1087 PPD ((1,573.0000 GPD x 313) x 8.345 / 1,000,000).

  Estimated wastewater flow for 4458-027-024 is 750.0000 GPD (250 seats x 3 GPD/seat). Estimated organic load for 4458-027-024 is 1.9590 PPD ((750.0000 GPD x 313) x 8.345 / 1,000,000).

  Estimated wastewater flow for 4458-027-025 is 366 GPD. Estimated organic load for 4458-027-025 is 0.9560 PPD ((366.0000 GPD x 313) x 8.345 / 1,000,000).

- 4458-028-006 (Assessment No. 56) and 4458-028-020 (Assessment No. 57)
  These two properties comprise the wastewater treatment plant site. The properties are zoned Commercial Visitor Serving II. Estimated wastewater flow is 100 GPD and is based on one bathroom, laboratory sink, and a dishwasher. Estimated organic load is 0.2612 PPD (100 x 313 x 8.345 / 1,000,000). Wastewater flow and load are allocated to each parcel in proportion to land area. Estimated wastewater flow for Assessor's Parcel 4458-028-006 is 27 GPD (100 x 4458-028-006 parcel square footage of 30,930 divided by the total parcel square footage for both parcels of 113,400). Estimated wastewater flow for Assessor's Parcel 4458-028-020 is 73 GPD (100 x 4458-028-020 parcel square footage of 82,470 divided by the total parcel square footage for both parcels of 113,400). Estimated organic load for Assessor's Parcel 4458-028-006 is 0.0705 PPD ((27.0000 GPD x 313) x 8.345 / 1000000). Estimated organic load for Assessor's Parcel 4458-028-020 is 0.1907 PPD ((73.0000 GPD x 313) * 8.345 / 1,000,000).

D. Parcel Subdivisions and Consolidations

If an Assessor's Parcel is subdivided, the assessment for the subdivided parcel shall be apportioned to the new parcels in accordance with the preceding assessment methodology. The sum of the assessments for the new parcels shall equal the assessment for the subdivided parcel. If two or more Assessor's Parcels are consolidated, the assessment for the parcel resulting from such consolidation shall be equal to the sum of the assessments for the consolidated parcels.

In conclusion, it is my opinion that the assessments for the above-referenced Assessment District have been spread in accordance with the direct and special benefits that each parcel receives from the works of improvement.

Dated: Dec. 9, 2015.

REGISTERED PROFESSIONAL ENGINEER
STEPHEN A. RUNK
No. C23473
CIVIL ENGINEER
STATE OF CALIFORNIA

David Taussig & Associates, Inc.

Steve Runk
R.C.E. C23473
Assessment Engineer
City of Malibu
State of California

I, Lisa Pope, as CITY CLERK of the City of Malibu, CALIFORNIA do hereby certify that the foregoing Assessment, together with the Diagram attached thereto, was recorded in my office on the 25th day of January 2016.

Lisa Pope
City Clerk
City of Malibu
State of California

I, Lisa Pope, as CITY CLERK of the City of Malibu, CALIFORNIA do hereby certify that the foregoing Assessment, together with the Diagram attached thereto, was approved and confirmed by the City Council of said City on the day of January 25 2016.

Lisa Pope
City Clerk
City of Malibu
State of California

I, Robert L. Brager, as DIRECTOR OF PUBLIC WORKS of the City of Malibu, CALIFORNIA do hereby certify that the foregoing Assessment, together with Diagram attached thereto, was recorded in my office on the day of JAN. 25, 2016.

Robert L. Brager
Director of Public Works
City of Malibu
State of California

EXHIBIT C

MODIFIED ENGINEER'S REPORT

ASSESSMENT DISTRICT NO. 2015-1
(CIVIC CENTER WASTEWATER TREATMENT FACILITY - PHASE 1)
CITY OF MALIBU

ASSESSMENT ROLL

PROPOSED CITY OF MALIBU ASSESSMENT DISTRICT NO. 2015-1
(CIVIC CENTER PHASE I WASTEWATER TREATMENT FACILITY)
ASSESSMENT ROLL

Assessment Number	Assessor's Parcel Number	Property Owner	Treatment Plant Construction Costs		Collection/Distribution System Construction Costs		Total Construction Hard Costs		Construction Soft Costs, District Formation Costs, and Bond Issuance Costs		Total Assessment as Preliminarily Approved		Total Assessment as Confirmed	
			Parcel Assessment	Percent of Total	Parcel Assessment	Percent of Total	Parcel Assessment	Percent of Total	Parcel Assessment	Percent of Total	Parcel Assessment	Percent of Total	Parcel Assessment	Percent of Total
1	4452-011-029	Mariposa Land Company Ltd	$321,091.87	1.24%	$229,092.83	1.14%	$550,184.70	1.20%	$211,537.51	1.20%	$548,408.97	1.10%	$761,722.21	1.20%
2	4452-011-033	First Oaks Oil LLC	$47,098.55	0.18%	$33,603.91	0.17%	$80,702.46	0.18%	$31,028.85	0.18%	$80,442.00	0.16%	$111,731.31	0.18%
3	4452-011-035	3806 Cross Creek Road LLC	$352,341.25	1.36%	$293,296.89	1.47%	$645,638.14	1.40%	$248,237.88	1.40%	$275,490.39	0.55%	$893,876.02	1.40%
4	4452-011-036	Mariposa Land Company Ltd	$434,471.22	1.67%	$309,986.82	1.55%	$744,458.04	1.62%	$286,232.60	1.62%	$742,055.28	1.49%	$1,030,690.64	1.62%
5	4452-011-037	Mariposa Land Company Ltd	$122,276.66	0.47%	$87,242.03	0.44%	$209,518.69	0.46%	$80,556.70	0.46%	$208,842.46	0.42%	$290,075.39	0.46%
6	4452-011-039	3900 Cross Creek LLC	$696,668.02	2.68%	$489,177.26	2.44%	$1,185,845.28	2.58%	$455,939.18	2.58%	$1,267,177.86	2.55%	$1,641,784.46	2.58%
7	4452-011-042	Jamestown Premier Malibu Village LP	$371,214.39	1.43%	$279,373.75	1.40%	$650,588.14	1.41%	$250,141.08	1.41%	$601,844.86	1.21%	$900,729.22	1.41%
8	4452-011-043	Jamestown Premier Malibu Village LP	$662,630.70	2.55%	$474,723.62	2.37%	$1,137,354.32	2.47%	$437,295.17	2.47%	$1,122,048.31	2.26%	$1,574,649.49	2.47%
9	4452-011-803	So Calif Edison Co, SB of E Par 1 Map 148-19-454A	$78,225.49	0.30%	$55,812.38	0.28%	$134,037.87	0.29%	$51,535.49	0.29%	$133,605.27	0.27%	$185,573.36	0.29%
10	4452-012-024	Mariposa Land Co Ltd	$926,244.32	3.56%	$660,857.41	3.30%	$1,587,101.73	3.45%	$610,216.08	3.45%	$1,581,979.34	3.18%	$2,197,317.81	3.45%
11	4458-001-003	23676 And 23726 Malibu Rd LLC	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%
12	4458-002-018	Morton M And Leslie Gerson Trs, Gerson Family Trust	$21,763.85	0.08%	$25,687.68	0.13%	$47,451.53	0.10%	$18,244.38	0.10%	$49,627.38	0.10%	$65,695.91	0.10%
13	4458-002-019	23676 And 23726 Malibu Rd LLC	$81,344.41	0.31%	$96,010.10	0.48%	$177,354.51	0.39%	$68,190.07	0.39%	$185,486.90	0.37%	$245,544.58	0.39%
14	4458-002-900	L A County Consolidated Fire Pro Dist	$39,531.36	0.15%	$46,658.51	0.23%	$86,189.87	0.19%	$33,138.68	0.19%	$90,142.03	0.18%	$119,328.55	0.19%
15	4458-018-002	PCH Project Owner LLC	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%
16	4458-018-018	PCH Project Owner LLC	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%
17	4458-018-019	PCH Project Owner LLC	$384,512.65	1.48%	$453,836.92	2.27%	$838,349.57	1.82%	$322,332.46	1.82%	$876,791.22	1.76%	$1,160,682.03	1.82%
18	4458-018-027	Malibu Rd Project Owner LLC	$75,606.42	0.29%	$89,237.59	0.45%	$164,844.01	0.36%	$63,379.97	0.36%	$172,402.75	0.35%	$228,223.98	0.36%
19	4458-018-028	Malibu Rd Project Owner LLC	$75,606.42	0.29%	$89,237.59	0.45%	$164,844.01	0.36%	$63,379.97	0.36%	$172,402.75	0.35%	$228,223.98	0.36%
20	4458-018-029	Malibu Rd Project Owner LLC	$75,606.42	0.29%	$89,237.59	0.45%	$164,844.01	0.36%	$63,379.97	0.36%	$172,402.75	0.35%	$228,223.98	0.36%
21	4458-018-030	Malibu Rd Project Owner LLC	$75,606.42	0.29%	$89,237.59	0.45%	$164,844.01	0.36%	$63,379.97	0.36%	$172,402.75	0.35%	$228,223.98	0.36%
22	4458-018-031	Malibu Rd Project Owner LLC	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%
23	4458-018-032	Malibu Rd Project Owner LLC	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%
24	4458-018-033	Malibu Rd Project Owner LLC	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%
25	4458-018-902	Malibu City	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%
26	4458-018-904	Malibu City	$23,762.02	0.09%	$28,046.10	0.14%	$51,808.12	0.11%	$19,919.43	0.11%	$54,183.71	0.11%	$71,727.55	0.11%
27	4458-019-003	Reco Land Corp	$75,606.42	0.29%	$89,237.59	0.45%	$164,844.01	0.36%	$63,379.97	0.36%	$172,402.75	0.35%	$228,223.98	0.36%
28	4458-019-008	Chevron Usa Inc	$95,530.34	0.37%	$68,159.04	0.34%	$163,689.38	0.36%	$62,936.04	0.36%	$163,161.10	0.33%	$226,625.42	0.36%
29	4458-019-009	KW Partnership LP And KW Two Partnership LP	$229,479.61	0.88%	$163,729.25	0.82%	$393,208.86	0.85%	$151,182.73	0.85%	$391,939.76	0.79%	$544,391.59	0.85%
30	4458-019-010	KW Malibu Colony LLC	$6,356,304.43	24.46%	$4,396,102.55	21.97%	$10,752,406.98	23.37%	$4,134,134.41	23.37%	$12,749,737.24	25.64%	$14,886,541.39	23.37%
31	4458-020-002	Cross Creek Real Estate Group LLC And Malibu Bear LLC	$14,852.28	0.06%	$17,530.01	0.09%	$32,382.29	0.07%	$12,450.49	0.07%	$32,356.30	0.07%	$44,832.78	0.07%
32	4458-020-004	CCW Partners LLC	$85,354.25	0.33%	$100,742.87	0.50%	$186,097.12	0.40%	$71,551.46	0.40%	$194,630.41	0.39%	$257,648.58	0.40%
33	4458-020-010	Malibu Cross Creek Ltd	$739,271.93	2.84%	$574,073.57	2.87%	$1,313,345.50	2.85%	$504,961.04	2.85%	$1,398,527.08	2.81%	$1,818,306.54	2.85%
34	4458-020-014	3835 Cross Creek LLC	$1,071,729.27	4.12%	$755,309.46	3.77%	$1,827,038.73	3.97%	$702,468.16	3.97%	$1,941,899.83	3.91%	$2,529,506.89	3.97%
35	4458-020-015	Reco Land Corp	$197,046.63	0.76%	$140,588.96	0.70%	$337,635.59	0.73%	$129,815.67	0.73%	$336,545.86	0.68%	$467,451.26	0.73%
36	4458-020-900	LA County	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$146,942.57	0.30%	$0.00	0.00%

PROPOSED CITY OF MALIBU ASSESSMENT DISTRICT NO. 201S-1
(CIVIC CENTER PHASE I WASTEWATER TREATMENT FACILITY)
ASSESSMENT ROLL

Assessment Number	Assessor's Parcel Number	Property Owner	Treatment Plant Construction Costs		Collection/Distribution System Construction Costs		Total Construction Hard Costs		Construction Soft Costs, District Formation Costs, and Bond Issuance Costs		Total Assessment as Preliminarily Approved		Total Assessment as Confirmed	
			Parcel Assessment	Percent of Total	Parcel Assessment	Percent of Total	Parcel Assessment	Percent of Total	Parcel Assessment	Percent of Total	Parcel Assessment	Percent of Total	Parcel Assessment	Percent of Total
37	4458-020-901	LA County	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$91,130.40	0.18%	$0.00	0.00%
38	4458-020-902	Malibu City	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%
39	4458-020-903	Malibu City	$915,194.05	3.52%	$660,732.17	3.30%	$1,575,926.22	3.43%	$605,919.28	3.43%	$1,544,087.19	3.11%	$2,181,845.50	3.43%
40	4458-021-173	Miramar Property Investment Co	$273,587.23	1.05%	$322,912.62	1.61%	$596,499.85	1.30%	$229,344.97	1.30%	$623,851.71	1.25%	$825,844.82	1.30%
41	4458-021-175	Surfrider Partners LLC	$1,200,047.17	4.62%	$856,210.44	4.28%	$2,056,257.61	4.47%	$790,599.27	4.47%	$2,049,621.01	4.12%	$2,846,856.88	4.47%
42	4458-021-901	Malibu City	$252,194.66	0.97%	$297,663.16	1.49%	$549,857.82	1.20%	$211,411.84	1.20%	$575,070.95	1.16%	$761,269.66	1.20%
43	4458-022-001	DB Malibu Holdco LLC	$708,713.81	2.73%	$497,342.44	2.49%	$1,206,056.25	2.62%	$463,709.98	2.62%	$1,833,901.20	3.69%	$1,669,766.23	2.62%
44	4458-022-011	Malibu Bay Company	$2,175,918.02	8.37%	$1,615,612.87	8.07%	$3,791,530.89	8.24%	$1,457,785.03	8.24%	$3,810,997.49	7.66%	$5,249,315.92	8.24%
45	4458-022-012	Hitoshi Yamaguchi Tr Et Al, Tosh Trust, Eiko Mori Tr, And H And E Mori Trust	$1,144,922.01	4.41%	$816,879.70	4.08%	$1,961,801.71	4.26%	$754,282.44	4.26%	$1,955,469.97	3.93%	$2,716,084.15	4.26%
46	4458-022-019	Wave Property Inc	$1,507,589.02	5.80%	$1,075,635.60	5.37%	$2,583,224.62	5.62%	$993,209.95	5.62%	$2,574,887.22	5.18%	$3,576,434.57	5.62%
47	4458-022-022	DB Malibu Holdco LLC	$988,013.60	3.80%	$693,342.06	3.46%	$1,681,355.66	3.65%	$646,455.27	3.65%	$2,556,630.46	5.14%	$2,327,810.93	3.65%
48	4458-022-023	Malibu Lapaz Ranch LLC	$1,606,391.91	6.18%	$1,260,940.91	6.30%	$2,867,332.82	6.23%	$1,102,445.16	6.23%	$2,764,253.02	5.56%	$3,969,777.98	6.23%
49	4458-022-024	Malibu Lapaz Ranch LLC	$221,838.52	0.85%	$261,834.07	1.31%	$483,672.59	1.05%	$185,964.63	1.05%	$505,881.35	1.02%	$669,637.22	1.05%
50	4458-022-025	Steven J Knapp Tr, Steven J Knapp Trust, Joan Knapp Tr, And Knapp Trust	$158,699.22	0.61%	$187,311.31	0.94%	$346,010.53	0.75%	$133,035.70	0.75%	$361,876.47	0.73%	$479,046.23	0.75%
51	4458-022-802	GTE Calif Inc, SB of E Par 3 Map 201-19-746	$139,799.17	0.54%	$99,744.00	0.50%	$239,543.17	0.52%	$92,100.65	0.52%	$238,770.06	0.48%	$331,643.82	0.52%
52	4458-022-906	LA County	$664,742.43	2.56%	$784,589.70	3.92%	$1,449,332.13	3.15%	$557,245.81	3.15%	$1,515,789.73	3.05%	$2,006,577.94	3.15%
53	4458-027-023	Archdiocese Of LA Educ And Welfare Corp Our Lady Of Malib	$169,898.43	0.65%	$200,529.63	1.00%	$370,428.06	0.81%	$142,423.87	0.81%	$387,413.65	0.78%	$512,851.93	0.81%
54	4458-027-024	Roman Catholic Archbishop Of LA	$81,006.88	0.31%	$95,611.71	0.48%	$176,618.59	0.38%	$67,907.11	0.38%	$184,717.24	0.37%	$244,525.70	0.38%
55	4458-027-025	Roman Catholic Archbishop Of LA	$39,531.36	0.15%	$46,658.51	0.23%	$86,189.87	0.19%	$33,138.68	0.19%	$90,142.03	0.18%	$119,328.55	0.19%
56	4458-028-006	Reco Land Corp	$2,916.24	0.01%	$3,442.02	0.02%	$6,358.26	0.01%	$2,444.65	0.01%	$6,649.83	0.01%	$8,802.91	0.01%
57	4458-028-020	MBC Colony Plaza LLC	$7,884.67	0.03%	$9,306.21	0.05%	$17,190.88	0.04%	$6,609.63	0.04%	$17,979.14	0.04%	$23,800.51	0.04%
		Grand Total:	**$25,989,666.00**	**100.00%**	**$20,012,129.00**	**100.00%**	**$46,001,795.00**	**100.00%**	**$17,686,979.33**	**100.00%**	**$49,725,000.00**	**100.00%**	**$63,688,774.33**	**100.00%**

EXHIBIT D

MODIFIED ENGINEER'S REPORT

ASSESSMENT DISTRICT NO. 2015-1
(CIVIC CENTER WASTEWATER TREATMENT FACILITY - PHASE 1)
CITY OF MALIBU

ASSESSMENT DIAGRAM

SHEET 1 OF 2

ASSESSMENT DIAGRAM FOR
CITY OF MALIBU
ASSESSMENT DISTRICT NO. 2015–1
(CIVIC CENTER WASTEWATER TREATMENT FACILITY – PHASE I)
CITY OF MALIBU. LOS ANGELES COUNTY, CALIFORNIA

Filed in the office of the City Clerk of the City of Malibu this ____ day of _____, 2016.

_____
City Clerk of the City of Malibu
County of Los Angeles, State of California

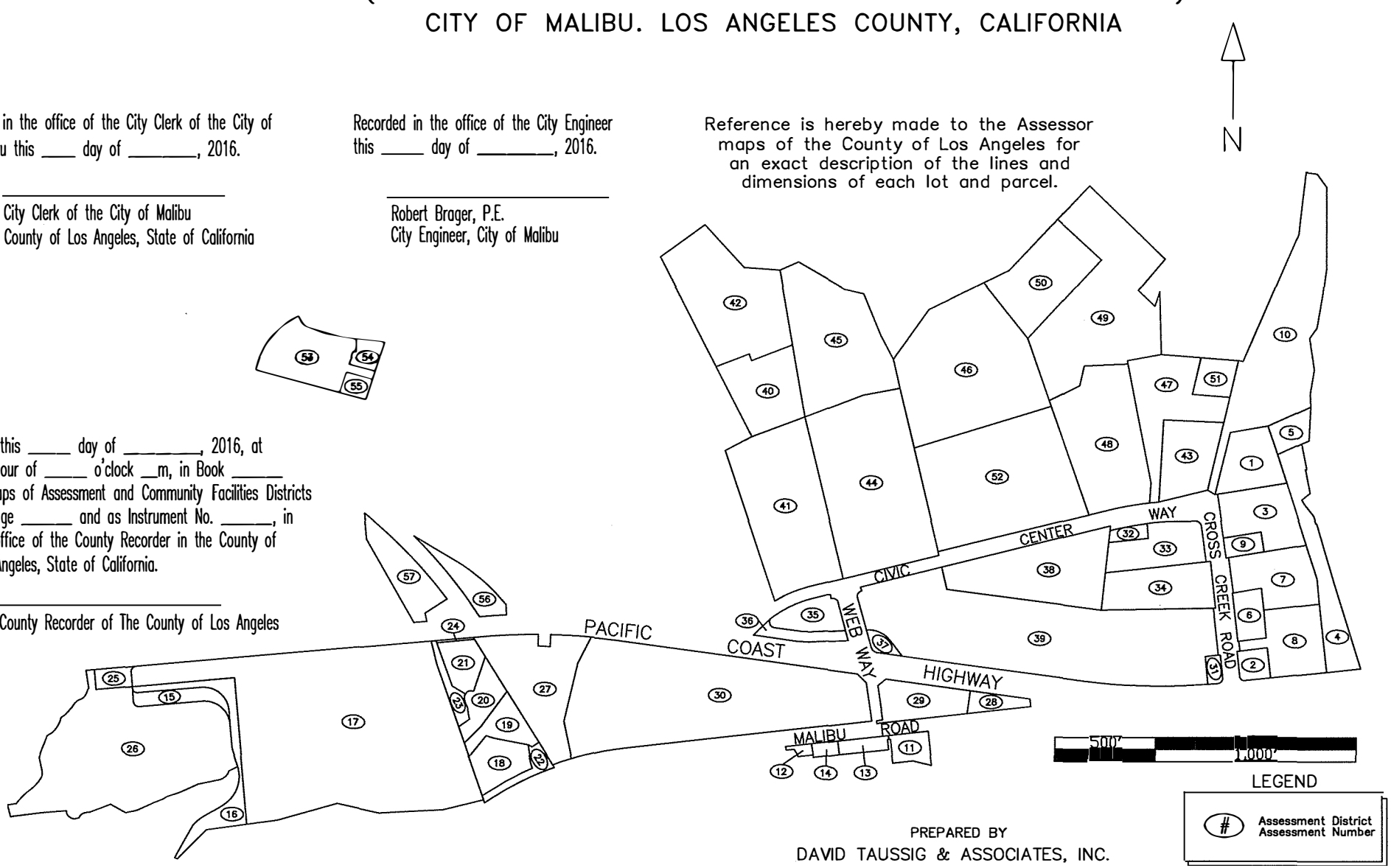
Recorded in the office of the City Engineer this _____ day of _____, 2016.

_____
Robert Brager, P.E.
City Engineer, City of Malibu

Reference is hereby made to the Assessor maps of the County of Los Angeles for an exact description of the lines and dimensions of each lot and parcel.

Filed this _____ day of _____, 2016, at the hour of _____ o'clock __m, in Book _____ of Maps of Assessment and Community Facilities Districts at page _____ and as Instrument No. _____, in the office of the County Recorder in the County of Los Angeles, State of California.

_____
County Recorder of The County of Los Angeles



PREPARED BY
DAVID TAUSSIG & ASSOCIATES, INC.

ASSESSMENT DIAGRAM FOR
CITY OF MALIBU
ASSESSMENT DISTRICT NO. 2015-1
(CIVIC CENTER WASTEWATER TREATMENT FACILITY - PHASE I)
CITY OF MALIBU, LOS ANGELES COUNTY, CALIFORNIA

ASSESSMENT NUMBER	A.P.N.
1	4452-011-029
2	4452-011-033
3	4452-011-035
4	4452-011-036
5	4452-011-037
6	4452-011-039
7	4452-011-042
8	4452-011-043
9	4452-011-803
10	4452-012-024
11	4458-001-003
12	4458-002-018
13	4458-002-019
14	4458-002-900
15	4458-018-002
16	4458-018-018
17	4458-018-019
18	4458-018-027
19	4458-018-028
20	4458-018-029
21	4458-018-030
22	4458-018-031
23	4458-018-032
24	4458-018-033
25	4458-018-902
26	4458-018-904
27	4458-019-003
28	4458-019-008
29	4458-019-009
30	4458-019-010
31	4458-020-002
32	4458-020-004
33	4458-020-010
34	4458-020-014
35	4458-020-015
36	4458-020-900
37	4458-020-901
38	4458-020-902
39	4458-020-903
40	4458-021-173
41	4458-021-175
42	4458-021-901

ASSESSMENT NUMBER	A.P.N.
43	4458-022-001
44	4458-022-011
45	4458-022-012
46	4458-022-019
47	4458-022-022
48	4458-022-023
49	4458-022-024
50	4458-022-025
51	4458-022-802
52	4458-022-906
53	4458-027-023
54	4458-027-024
55	4458-027-025
56	4458-028-006
57	4458-028-020

Reference is hereby made to the Assessor maps of the County of Los Angeles for an exact description of the lines and dimensions of each lot and parcel.

An assessment was levied by the City Council on the lots, pieces, and parcels of land shown on this assessment diagram. The assessment was levied on the _____ day of _____, 2016. Reference is made to the assessment roll recorded in the office of the City Engineer for the exact amount of each assessment levied against each parcel of land shown on this assessment diagram.

_____

Lisa Pope
City Clerk of the City of Malibu

PREPARED BY
DAVID TAUSSIG & ASSOCIATES, INC.

City Council Meeting
08-10-26
Item
8.A.

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: July 28, 2026 Meeting date: August 10, 2026

Subject: Designation of Voting Delegate and Alternate Voting Delegate(s) for the 2026 League of California Cities Annual Conference

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RECOMMENDED ACTION: Designate the City's voting delegate and alternate voting delegate(s) for the League of California Cities 2026 Annual Conference scheduled for September 23-26 in Anaheim.

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

STRATEGIC PLAN IMPLEMENTATION: N/A.

DISCUSSION: The League of California Cities 2026 Annual Conference is scheduled for September 23-26 in Anaheim. As part of the Conference, the League will hold its Annual Business Meeting on Friday, September 25, during which League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, the League requires City Council action to designate a voting delegate. The Council may also choose to designate up to two alternate voting delegates. The League must be notified of the City's delegates prior to September 1, 2026. Staff will notify the League of the Council's appointments.

ATTACHMENTS: Memo from League of California Cities

LEAGUE OF CALIFORNIA CITIES

Council Action Advised by September 1, 2026

DATE: Wednesday, May 13, 2026

TO: Mayors, Council Members, City Clerks, and City Managers

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference and Expo, Sept. 23-25, 2026
Anaheim Convention Center

Every year, the League of California Cities convenes a member-driven General Assembly at the Cal Cities Annual Conference and Expo. The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Friday, Sept. 25, 2026 the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

Action by Council Required. Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

Following council action, please submit your city's delegates through the online submission portal by Tuesday, Sept. 1, 2026. When completing the Voting Delegate submission form, you will be asked to attest that council action was taken. You will need to be signed in to your My Cal Cities account when submitting the form.

Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

Conference Registration Required. The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration opens June 2.

For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and

alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Please view Cal Cities' event and meeting policy in advance of the conference.

Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

Seating Protocol during General Assembly. At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the Anaheim Convention Center, will be open at the following times: Wednesday, Sept. 23, 8:00 a.m.-6:00 p.m. and Thursday, Sept. 24, 7:30 a.m.-4:00 p.m. On Friday, Sept. 25, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for submitting your voting delegate and alternates by Tuesday, Sept. 1. If you have questions, please contact Zach Seals at zseals@calcities.org.

Attachments:

- General Assembly Voting Guidelines
- Information Sheet: Cal Cities Resolutions and the General Assembly

LEAGUE OF CALIFORNIA CITIES

General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.

2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.

3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.

4. **Signing Initiated Resolution Petitions**. Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.

5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.

6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

7. **Resolving Disputes**. In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.

LEAGUE OF CALIFORNIA CITIES

How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure Cal Cities represents cities with one voice. These policies directly guide Cal Cities' advocacy to promote local decision-making, and lobby against statewide policies that erode local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how resolutions and the General Assembly work.

Prior to the Annual Conference and Expo

General Resolutions



Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance to cities. The resolution must have the concurrence of at least five additional member cities or individual members.

Policy Committees



The Cal Cities President assigns general resolutions to policy committees where members review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.

During the Annual Conference and Expo

Petitioned Resolutions



The petitioned resolution is an alternate method to introduce policy proposals during the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

Resolutions Committee



The Resolutions Committee considers all resolutions. General Resolutions approved[1] by either a policy committee or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go to the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.[2]

General Assembly



During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, and policy committee, as well as individuals appointed by the Cal Cities president.

Voting delegates are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates —one from every member city.

Seven **policy committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, and municipal department, as well as individuals appointed by the Cal Cities president.

[1] The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.
[2] Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI. Sec. 5(f).

For more information visit www.calcities.org/general-assembly