



Council Agenda Report

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

Prepared by: Joseph D. Toney, Assistant City Manager

Reviewed by: Elizabeth Shavelson, Deputy City Manager

Approved by: Steve McClary, City Manager

Date prepared: November 8, 2022 Meeting date: November 28, 2022

Subject: Comprehensive Development Services Review Consultant Agreement

RECOMMENDED ACTION: 1) Authorize the Mayor to execute the Professional Services Agreement with Baker Tilly US, LLP for Comprehensive Development Services Review; and 2) Appropriate \$80,850 from the General Fund Undesignated Reserve to Account Number 100-7003-5100-00 (City Manager - Professional Services).

FISCAL IMPACT: Funding for these services was not included in the Adopted Budget for Fiscal Year 2022-23. An appropriation of \$80,850 from the General Fund Undesignated Reserve to Account Number 100-7003-5100-00 (City Manager - Professional Services) is needed to fund the services requested. On November 16, 2022, the Administration & Finance Subcommittee reviewed and recommended the request to appropriate the funds from the General Fund Undesignated Reserve for these services up to \$81,000.

WORK PLAN: This item was not included in the Adopted Work Plan for Fiscal Year 2022-2023. This item is intended to improve staff operations and support the successful implementation of Work Plan Item 6.o. Develop and Implement new Permitting Software Program.

DISCUSSION: In an effort to improve operations and services related to planning and building functions, the City initiated a Request for Proposals (RFP) for Comprehensive Development Services Review. This review will encompass all City Departments involved in permitting including Planning, Environmental Sustainability, and Public Works. The goal is to have a consultant partner with City staff and the community to identify needs and process improvement. The assessment will review all aspects of the City's processes, such as but not limited to, identifying appropriate organizational structure and culture,

resource needs, technology requirements, regulations, and process documentation. This holistic soup to nuts approach is intended to set up the organization for long-term success. Identifying and implementing operational improvements will not only enhance customer service but will also be instrumental to the success of the City's planned Land Management Software System (permitting software). This comprehensive review of development services will help ensure that the appropriate processes are in place when the City's permitting software system is built out.

The RFP was issued on September 16, 2022 and closed on October 11, 2022. The City received three proposals and staff interviewed two firms most qualified to conduct the review. Following the interviews, Baker Tilly US, LLP was identified to be the most qualified and best option for this project.

As outlined in the Scope of Work of the attached Professional Services Agreement, Baker Tilly US, LLP will initiate the effort by meeting with key staff, including members of the Planning, Environmental Sustainability, and Public Works Departments to better understand the current development review process. Next, the firm will gather and analyze information on existing staffing, organizational structure, policies and practices through the review of background material and interviews with staff and stakeholders. Outreach to stakeholders will include customers and officials to receive a full breadth of input. Stakeholder outreach is detailed in the optional section of the scope and will be refined as the initiative kicks-off. Based on the information gathered, the firm will create process maps (flowcharts) through on-site sessions that will display the current process and new recommended processes. Also critical is the management of the process and assessing how that is done and how best it should be done. Once all of the above-mentioned steps are completed, Baker Tilly will provide a report and presentation on its observations and recommendations for improvement. Finally, the City will also be provided with an Implementation Action Plan to implement the recommendations for the overall improvement of operations. The City Council will be updated on progress as appropriate.

The assessment will be collaborative and comprehensive, and it is estimated that the full process will take about six months to complete.

ATTACHMENTS:

1. Professional Services Agreement – Baker Tilly US, LLP

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of November 28, 2022 by and between the City of Malibu (hereinafter referred to as the "City"), and Baker Tilly US, LLP. (hereinafter referred to as "Consultant").

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 out for consulting services for certain projects relating to permit processing.

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

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

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

1.0 SCOPE OF THE CONSULTANT'S SERVICES. The Consultant agrees to provide the services and perform the tasks set forth in the Scope of Work, attached to 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 November 28, 2022, and will remain in effect for a period of two 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, for the purposes of this Agreement, is the agent for the City; whenever approval or authorization is required, Consultant understands that the City Manager, or his or her designee, has the authority to provide that approval or authorization.

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 A). The cost of services shall be a lump-sum \$53,950 with optional services up to \$26,900, for a total not to exceed of \$80,850. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or his or her designee.

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 by any City employee or official.

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 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. 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.

6.1.1 In the event of such termination, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of the Consultant under this Agreement shall be returned to the City. If the City terminates this Agreement without cause, the Consultant shall prepare and shall be entitled to receive compensation pursuant to a close-out bill for services rendered and fees incurred pursuant to this Agreement through the notice of termination. If the Consultant terminates this Agreement without cause, the Consultant shall be paid only for those services completed in a manner satisfactory to the City.

6.1.2 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 Consultants 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.

6.2 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, and will comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.

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:

(a) Workers Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees.

(b) Comprehensive general and automobile liability insurance protecting the Consultant in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of one occurrence, and \$500,000 for property damages or a combined single limit of \$1,000,000. Each such policy of insurance shall:

1) Be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California or which is approved in writing by City.

2) Name and list as additional insured the City, its officers and employees.

3) Specify its acts as primary insurance.

4) Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled nor materially changed except upon thirty (30) days prior written notice to the City of such cancellation or material change."

5) Cover the operations of the Consultant pursuant to the terms of this Agreement.

6.5 Indemnification. Consultant shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of City's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Should City in its sole discretion find Consultant's legal counsel unacceptable, then Consultant shall reimburse the City its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The Consultant shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) covered by this indemnity obligation. 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 and will survive termination of this Agreement.

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.

(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 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 expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to the Consultant.

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. 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 or modifications to this Agreement must be made in writing appropriately executed by 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:	Steve McClary	CONSULTANT:	Carol Jacobs
	City Manager		Managing Director
	City of Malibu		Baker Tilly US, LLP
	23825 Stuart Ranch Road		1730 Madison Road
	Malibu, CA 90265-4861		Cincinnati, OH 45206
	TEL (310) 456-2489 x 226		TEL (513) 861-5400
	FAX (310) 456-2760		FAX (513) 861-3480

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.

7.0 GENERAL TERMS AND CONDITIONS. (City and Consultant initials required at EITHER 7.1 or 7.2)

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

the City's Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant's disclosure obligations in accordance with the City's Conflict of Interest Code.

City Initials _____
Consultant Initials _____

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 CJ

This Agreement is executed on _____, at Malibu, California,
and effective as of November 28, 2022.

CITY OF MALIBU:

PAUL GRISANTI, Mayor

ATTEST:

KELSEY PETTIJOHN, City Clerk
(seal)

CONSULTANT:
Carol Jacobs

By: CAROL JACOBS, Managing Director
Baker Tilly US, LLP

APPROVED AS TO FORM:

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

TREVOR RUSIN, Interim City Attorney

Scope of Work

Activity 1 – Start project

The consultant team will begin the project with a careful learning phase that will help us understand the development review process in Malibu. It forms the foundation of the relationship between Baker Tilly's team and the City of Malibu. We will conduct a kickoff meeting with you, and key staff members from the Planning, Environmental Sustainability, and Public Works departments. During the meeting we will confirm deliverables and due dates to ensure the project is completed on time and on budget. We will also fine-tune the scope of work to ensure it is aligned precisely to meet City goals.

We understand that the work associated with this review is in addition to the normal work of the organization. Our goal is to integrate our activities in a manner that is thoughtful and minimizes disruption to the organization.

Our team will provide a data request prior to this meeting, and we will review the material collected by staff to identify other data needs.

Activity 2 – Gather information

Next, we will gather and analyze information from the various departments that participate in the development review process. This will enhance our understanding of existing staffing, organizational structure, operations, policies, and practices.

- *Review background material.* We will review the material requested in Activity 1 to document department operations and to prepare for our interviews and the customer survey discussed below.
- *Conduct staff interviews.* We anticipate interviewing approximately 14 individuals in the City organization to learn about the permitting process, understand Malibu's operations and systems, learn about strengths and weaknesses, and hear ideas for improving efficiency and effectiveness. The interviews will also give us opportunity to assess communication and understand how the multiple agencies collaborate during the development review process.
- *Conduct stakeholder interviews.* Our team will also conduct on-site interviews with approximately 12 stakeholders who represent different segments of the Malibu community and its customers. These interviews will provide an understanding of how stakeholders view the City's development review process and help to identify areas for improvement.

At the conclusion of this activity, we will summarize themes and identify any additional information gathering that will round out our understanding of the department's operations.

Activity 3 – Create process maps

Mapping a development review process is an effective tool for analyzing workflows and identifying process bottlenecks, among other problems. We will conduct two on-site process mapping sessions focused on the typical project types that occur in Malibu. We will work with staff to identify real-world case studies.

The process mapping sessions will include key members of City staff who are typically involved in the review and decision-making process. We then create process maps (sometimes called flowcharts) to show the current process (as-is process maps). We will provide the as-is maps to staff to solicit feedback and make changes accordingly. Then, after analyzing the workflow and staff input, we will prepare to-be process maps to illustrate recommended process changes.

EXHIBIT A

Activity 4 – Assess the management system

Effective management of the development review process is complicated because it involves a myriad of regulations, multiple reviewing agencies/departments, and numerous types of customers who typically have varying perspectives. We have a deep understanding of these complexities and the importance of having an effective management system.

Our team will evaluate the management system (i.e., the interrelated methods, tools and techniques used in managing operations) for the development review process and the three key departments responsible for it. This evaluation will address several aspects of the development review process, as listed below.

- Analyze organization and leadership structure and identify alternatives to improve operations.
- Evaluate programs, policies, and procedures to identify gaps, assess clarity, and provide recommended changes to improve functional alignment.
- Identify workload based on City performance data.
- Assess the effectiveness of technology solutions.
- Analyze staffing needs and gaps based on workload.
- Evaluate customer service gaps and identify best practices to enhance service levels.

Activity 5 – Conduct analysis and report results

During this activity, we will complete our analysis of information collected previously and prepare two comprehensive deliverables documenting our review. The first deliverable will be a PowerPoint presentation we will use during a meeting with key City staff to provide an overview of our observations and preliminary recommendations.

Your team will provide useful feedback as we begin to prepare the project report. The project report will provide a comprehensive and clearly written analysis that forms the basis for our detailed observations and recommendations for improvement. We will provide the City of Malibu with a draft version of the project report to ensure factual accuracy, and the final version of the report will include an executive summary which will be prepared to specifically inform members of the public.

Activity 6 – Support implementation

Baker Tilly has a strong bias for action. Our reports and resulting recommendations become tools for setting priorities, and for developing work plans. After completing the project report, we will prepare a draft Implementation Action Plan (IAP) incorporating each recommendation in the project report. The draft action plan will set forth the steps required for implementation, assign responsibility for action, and suggest a priority level (immediate, near or long term) for initiating each recommendation. The action plan is prepared as a draft and becomes final once the City integrates the action steps into the organization's work plan and develops dates for planned completion. The action plan offers an important management tool for actual implementation of the work reflected in the project report.

With most of our project reports we take another discrete step to improve communications and transparency within the organization by reviewing the IAP with the City Manager. This step helps to ensure the chief executive's understanding of the work that is planned to improve efficiency and effectiveness in the permitting process, and it helps to build support for these changes.

EXHIBIT A

Schedule

	2022			2023							
ACTIVITY	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG
1. Start project											
2. Gather information											
3. Create process maps											
4. Assess management system											
5. Conduct analysis and report results											
6. Support implementation											
Project management and communication											

Optional Outreach Activities

The following optional activities are proposed to broaden the outreach and provide additional opportunities for people to provide input and suggestions about Malibu's development review process. These optional activities would be scheduled concurrent with activities 2 through 4, as discussed previously in this scope of work. The total cost of these optional activities is \$26,900.

A. Conduct City Council Interviews

Elected officials often hear feedback about the development review process from customers and members of community, and they sometimes hear things that customers may not share with City staff or others. This customer feedback can shape councilmember perspectives, which is important for us to understand as we develop approaches for improving the development review process. If directed by the City, the Baker Tilly team will conduct individual interviews with members of the City Council. The confidential, one-on-one interviews will be structured to cover a set of topics yet ensure councilmembers have opportunities to raise other relevant issues. After the interviews, we will aggregate the comments and distill them into themes. These inputs will inform our analysis, observations, and recommendations. The additional cost of these interviews is \$4,700.

B. Expand Customer Interviews

Hearing from customers who have processed projects and permits with the City of Malibu is essential to understand what works well in Malibu's development review process and what needs to be improved for better service and greater efficiency. Our team will conduct 12 confidential, one-on-one interviews with individuals identified by the City who are broadly representative of customers in Malibu. If directed by the City, this optional activity would add 12 supplemental customer interviews to ensure more viewpoints and input are considered. The additional cost of these interviews is \$6,100.

C. Conduct stakeholder survey

Individual interviews, as discussed previously, will provide valuable input and ideas about Malibu's development review process. Supplementing these customer interviews with a

EXHIBIT A

comprehensive stakeholder survey would provide a broader outreach tool to ensure the City and our team has an accurate understanding of local input. If directed by the City, the consultant team will design and administer a comprehensive survey to elicit input from customers and stakeholders as defined by the City. We will provide the draft survey to City staff for review and comment before it is deployed, and we will work with the City to maximize the number of Malibu stakeholders to whom it is sent. Survey results will provide quantitative data to inform City leaders about stakeholder views concerning the development review process, and these results will inform our observations and recommendations. The additional cost of the stakeholder survey is \$9,800.

D. Facilitate Commission/Board Focus Group

New development in Malibu is shaped by the important work of three appointed bodies (Planning Commission, Public Works Commission, Environmental Review Board). If directed by the City, the consultant team will work with the City to identify two representatives from each body to provide input and collaborate during a joint Commission/Board Focus Group. Our team will facilitate the focus group to encourage broad feedback and suggestions for improving development-related services in Malibu. The additional cost of the Commission/Board Focus Group is \$6,300.

Fees

Committing to value for fees

The City of Malibu can expect the highest quality service for a fair and reasonable fee. Below is our professional fee estimate.

SERVICES	PROFESSIONAL FEE
Review of development services	\$53,950

VALUE FOR FEES PAID

The City of Malibu can expect exceptional service paired with a fair fee arrangement that allows us to deliver continuous value throughout our relationship.

We work closely with you, have candid conversations and implement valuable solutions together to build trust. As a sign of our commitment to building a successful relationship, we will provide:

<p>Proactive, responsive communication</p> <p>We will co-develop a communication protocol to be responsive and accessible to The City of Malibu. We do not bill for routine phone calls, and we remain available year-round.</p>	<p>Complimentary consultations</p> <p>You will receive meaningful insights and solutions from our experience and service expertise. Our team will introduce the City of Malibu to other firmwide specialists for complimentary consultations as appropriate.</p>
<p>Industry insight and thoughtful leadership</p> <p>The City of Malibu will receive tools, templates and resources free of charge to help you stay ahead of local government trends and regulatory changes.</p>	<p>Forward-thinking service solutions</p> <p>The City of Malibu will receive customized ideas to assist you with identifying and seizing new opportunities.</p>

INFUSING VALUE IN OUR RELATIONSHIP

Helping the City of Malibu achieve your mission is our top priority. We will provide meaningful ways to support your success throughout our relationship.

SERVICES	PROFESSIONAL FEE
Review of Development Services	\$53,950
Optional Outreach Activities	\$26,900
Total Not-to-Exceed	\$80,850