



# Council Agenda Report

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

Prepared by: Tracey Rossine, Administrative Analyst

Reviewed by: Yolanda Bundy, Environmental Sustainability Director

Approved by: Steve McClary, City Manager

Date prepared: April 28, 2022 Meeting date: May 23, 2022

Subject: Amendment to Agreement with Rincon Consultants, Inc to Provide On-Call Consulting Services

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**RECOMMENDED ACTION:** Authorize the Mayor to execute Amendment No. 1 to Agreement with Rincon Consultants, Inc. (Rincon) to increase the total agreement compensation from \$40,000 to \$190,000.

**FISCAL IMPACT:** No additional appropriation is required. Funding for this agreement was included in the Adopted Budget for Fiscal Year 2021-2022 in Account No. 101-2004-5100 (Building Safety).

**WORK PLAN:** This item was not included in the Adopted Work Plan for Fiscal Year 2021-2022. This is part of normal City operations.

**DISCUSSION:** On March 2, 2021, the City released a Request for Proposal (RFP) for specialized on-call environmental consulting services. The City received a proposal from the following firms: TRC Solutions, Inc., Rincon Consultants, Inc., and Cardno.

Staff reviewed the proposals, and two consulting firms were subsequently granted qualification interviews, Rincon Consultants and Cardno. The interviews were conducted on April 21, 2021 via Zoom conference due to the COVID-19 pandemic. Each firm's interview presentation and RFP package were evaluated, and a selection was made based on the criteria listed in the RFP. On June 28, 2021, the City entered into a \$40,000 agreement with Rincon to provide on-call / as needed environmental services, such as stormwater management, water quality compliance, and general project management.

Due to unforeseen events, such as emergency stormwater response, increased inspections for illicit discharges, and key employee departures, staff is requesting to increase the contract amount in order to successfully continue meeting regulatory requirements and to keep continuity in the Department's workflow. Because of the existing contract and quality service provided by Rincon at a reasonable rate, a competitive bidding process is unlikely to result in a lower price to the City and it would cause unnecessary expense or delay due to Rincon already providing the services. All tasks will continue to be conducted only upon written authorization from the City. At this time, staff is requesting Council increase the total compensation of the agreement by \$150,000 such that the total agreement will not exceed \$190,000.

ATTACHMENTS: Amendment No. 1 to Agreement with Rincon Consultants, Inc.

**AMENDMENT NO. 1 TO AGREEMENT**

THIS AMENDMENT NO. 1 TO AGREEMENT is made and entered in the City of Malibu on May 9, 2022 by and between the CITY OF MALIBU, hereinafter referred to as City, and Rincon Consultants, Inc., hereinafter referred to as Consultant.

The City and the Consultant agree as follows:

**RECITALS**

- A. On June 28, 2021, the City entered into an Agreement with Consultant for certain projects relating on-call environmental consulting services (the "Agreement").
- B. The City desires to amend the Agreement to increase the contract compensation for services.

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

- 1. Section 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 be increased by \$150,000, for a total amount not to exceed \$190,000. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or her designee.
- 2. The Parties agree that this Amendment will be considered signed when the signature of a party is delivered physically or by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.
- 3. All terms and conditions of the Agreement not amended by this Amendment No. 1 remain in full force and effect.

This Agreement is executed on \_\_\_\_\_, 2022, at Malibu, California, and effective as of May 9, 2022.

CITY OF MALIBU:

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PAUL GRISANTI, Mayor

ATTEST:

\_\_\_\_\_  
KELSEY PETTIJOHN, City Clerk  
(seal)

APPROVED AS TO FORM:

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JOHN COTTI, Interim City Attorney

CONSULTANT:

  
\_\_\_\_\_  
By: TORIN R. SNYDER  
Title: Principal, Rincon Consultants, Inc.