City Council Meeting
04-13-26
Item 1.B.6.

Council Agenda Report

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

Prepared by: Yolanda Bundy, Community Development Director

Approved by: Joseph D. Irvin, City Manager

Date prepared: March 25, 2026 Meeting date: April 13, 2026

Subject: Amendments to Agreements for Solid Waste Consulting Services

---

RECOMMENDED ACTION: 1) Authorize the Mayor to execute Amendment No. 1 to Agreement with Solid Waste Solutions, Inc. as a primary consultant; and 2) Authorize the Mayor to execute Amendment No. 1 to Agreement with SCS Engineers as a secondary consultant.

FISCAL IMPACT: Amendment No. 1 to Agreement with Solid Waste Solutions would extend the term of the agreement through June 30, 2027, and adjust the total annual amount not to exceed $127,000, reflecting an increase of $27,000 to accommodate expanded service needs. Amendment No. 1 to Agreement with SCE Engineers would extend the agreement through June 30, 2027, with no change in compensation. Funding for these services was included in the Adopted Mid-Year Budget for FY 2025-26 in Account No. 207-3004-5100 (Solid Waste).

STRATEGIC PRIORITY: This item is part of the day-to-day operations identified in the Strategic Priority Project List.

DISCUSSION: The Community Development Department utilizes consulting firms to provide specialized services that support the City's Solid Waste Management Program (Program) and regulatory compliance efforts. These services include implementing procedures and policies, researching grants and funding opportunities, conducting locking lid dumpster inspections, and assisting the City in meeting State and regional requirements.

On January 24, 2023, a Request for Proposal (RFP) for a contract consultant for Solid Waste Consulting Services was distributed. Each firm's interview presentation and RFP package were evaluated, and the ability to meet the criteria listed in the RFP determined

a selection. On June 26, 2023, the City entered into agreements with Solid Waste Solutions, Inc. as a primary consultant and SCS Engineers as a secondary consultant to provide services for overflow work and special projects.

Due to increased compliance requirements under Senate Bill 1383 and Assembly Bill 939, the City's Program has experienced a significant expansion in regulatory oversight and reporting responsibilities. These mandates require additional monitoring, documentation, and public outreach to ensure compliance with State waste diversion and organics reduction targets. As a result, the City is requiring its consulting team to implement operational adjustments to support the increased workload. Additional responsibilities include conducting Clean Bay inspections and preparing associated compliance reports and outreach, reviewing Construction and Demolition Recycling Reports, including coordination meetings with project managers and providing correction requests or approval recommendations, monitoring household hazardous and electronic waste collection events, and reviewing hauler permit applications with follow-up corrections or approval recommendations. These expanded tasks are necessary to maintain compliance with State regulations and support the City's environmental and waste diversion goals. As such, the agreements need to be extended to continue this level of service, ensure continuity, and effective program implementation.

Given the current focus on Malibu's recovery from the Franklin and Palisades fires, staff recommends postponing the Request for Proposals (RFP) process. Staff anticipates issuing an RFP within the next year to solicit qualified vendors for these services.

At this time, staff is requesting Council extend the term of the original Agreements for an additional year, such that each agreement will expire on June 30, 2027 and to increase the annual agreement total for Solid Waste Solutions.

ATTACHMENTS:

1. Amendment No. 1 to Agreement with Solid Waste Solutions, Inc.
2. Amendment No. 1 to Agreement with SCS Engineers

Docusign Envelope ID: 1C414866-1548-46B1-8819-EAC75963BADA

AMENDMENT NO. 1 TO AGREEMENT

THIS AMENDMENT NO. 1 TO AGREEMENT ("Amendment No. 1") is made and entered in the City of Malibu on April 13, 2026, by and between the CITY OF MALIBU, a municipal corporation ("City"), and Solid Waste Solutions, Inc., a California corporation ("Consultant"). City and Consultant are each a "Party" and collectively, the "Parties".

The City and the Consultant agree as follows:

R E C I T A L S

A. On June 26, 2023, the City entered into an Agreement with Consultant for solid waste consulting services (the "Agreement").

B. The City desires to amend the Agreement to extend the Term of the Agreement, such that the contract will now expire on June 30, 2027, and to increase Consultant's total not to exceed annual compensation amount by $27,000.

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

1. Section 2.0 - Term of Agreement, is hereby amended to extend the term of the Agreement to remain in effect until June 30, 2027, unless otherwise terminated or extended as provided in the Agreement.

2. Section 4.0 – Compensation For Services is hereby amended to increase the annual budget total for services by $27,000 per year; the cost of services shall not exceed $127,000 per year.

3. The Parties agree to replace the existing Compensation For Services, attached to the Agreement as Exhibit B, with fee and cost schedule attached to this Amendment No. 1 as Exhibit 1.

4. The Parties further 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.

5. 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 _____, at Malibu, California, and effective as of April 13, 2026.

CITY OF MALIBU:

_____
BRUCE SILVERSTEIN, Mayor

ATTEST:

_____
KELSEY PETTIJOHN, City Clerk
(seal)

Docusign Envelope ID: 1C414866-1548-46B1-8819-EAC75963BADA

APPROVED AS TO FORM:

_____
TREVOR RUSIN, Interim City Attorney

CONSULTANT:
Solid Waste Solutions, Inc., a California corporation

Signed by:
Kimberly Nilsson
A3D446E00F56480...

By: KIMBERLY NILSSON
Title: President

Docusign Envelope ID: 1C414866-1548-46B1-8819-EAC75963BADA

Exhibit 1
Compensation for Services

Consultant will perform the solid waste services on an hourly basis, in accordance with the rate schedule below. The Not to Exceed Fee represents all cost associated with the delivery of each task including travel time. Prior to commencing work for the City of Malibu by the Consultant, written authorization must be granted by the Community Development Director or his/her designee. Consultant shall submit itemized invoices identifying the specific tasks performed, corresponding hours, and associated costs for each billing period.

Compensation for 3-Year Term: $354,000
Not-to-exceed an annual estimated budget of $127,000

Professional Staff	**Hourly Rate**
Recycling Coordinator & Permit Processor	$86.00/hour
Project Coordinator	$106.00/hour
Project Management	$133.00/hour
Senior Manager/Computer Programming / Database Management	$195.00/hour
Principal	$220.00/hour

All rates 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 is promoted to a different title, the original rates listed above will still apply.

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.

Docusign Envelope ID: 011CB43D-AEEE-4641-A019-367C9DA4A87C

AMENDMENT NO. 1 TO AGREEMENT

THIS AMENDMENT NO. 1 TO AGREEMENT ("Amendment No. 1") is made and entered in the City of Malibu on April 13, 2026 by and between the CITY OF MALIBU, a municipal corporation ("City"), and SCS Engineering, Inc., a California corporation ("Consultant"). City and Consultant are each a "Party" and collectively, the "Parties".

The City and the Consultant agree as follows:

R E C I T A L S

A. On June 26, 2023, the City entered into an Agreement with Consultant for solid waste consulting services (the "Agreement").

B. The City desires to amend the Agreement to extend the Term of the Agreement, such that the contract will now expire on June 30, 2027.

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

1. Section 2.0 - Term of Agreement, is hereby amended to extend the term of the Agreement to remain in effect until June 30, 2027, unless otherwise terminated or extended as provided in the Agreement.

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 _____, at Malibu, California, and effective as of April 13, 2026.

CITY OF MALIBU:

_____
BRUCE SILVERSTEIN, Mayor

ATTEST:

_____
KELSEY PETTIJOHN, City Clerk
(seal)

APPROVED AS TO FORM:

_____
TREVOR RUSIN, Interim City Attorney

CONSULTANT:
SCS Engineering, Inc., a California corporation

Signed by:
SCS Engineers
45EC7D92873B445...

By: MICHELLE P. LEONARD
Title: Vice President