# Council Agenda Report

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

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

Prepared by: Yolanda Bundy, Community Development Director

Approved by: Joseph D. Irvin, City Manager

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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# AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT (the "Amendment" is made and entered in the City of Malibu on May 11, 2026, by and between the City of Malibu, a municipal corporation, hereinafter referred to as City, and NV5, Inc. a California corporation, hereinafter referred to as Consultant. City and Consultant are herein collectively referred to as "Parties" and separately as a "Party".

The city and the Consultant agree as follows:

## RECITALS

A. On November 24, 2025, the City entered into a Professional Services Agreement with Consultant for engineering geology and geotechnical engineering review services and environmental programs including stormwater management, water quality compliance, and spill response in response to the City's recovery efforts (the "Agreement").

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

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

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

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

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

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

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

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

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

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

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

8. The effective date of this Amendment is May 11, 2026.

This Amendment is executed on _____.

CITY OF MALIBU, a municipal corporation:

_____
BRUCE SILVERSTEIN, Mayor

ATTEST:

_____
KELSEY PETTIJOHN, City Clerk
(seal)

APPROVED AS TO FORM:

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

TREVOR RUSIN, Interim City Attorney

NV5, a California corporation

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

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**Exhibit A**

**Scope of Work – Coastal Engineering Services**

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

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

Task 3.0: Coastal Engineering

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

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

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

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

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

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

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

8. Peer Review Coastal Engineering reports.

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

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

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

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

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

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

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

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

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

18. Maintain thorough and accurate recordkeeping.

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

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

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

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

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

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

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**Exhibit B**

**Schedule of Fees – Coastal Engineering Services**

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

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

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

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

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

### 3.2 Coastal Development Permits

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

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

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

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**3.3 Professional Services:**

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

**Hourly Rates**

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