City Council Meeting
06-22-26
Item 1.B.11.

Council Agenda Report

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

Prepared by: Tracey Rossine, Environmental Programs Manager

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

Approved by: Joseph D. Irvin, City Manager

Date prepared: May 27, 2026 Meeting date: June 22, 2026

Subject: Amendment to Professional Services Agreement with Rincon Consultants, Inc to Provide Water Quality Monitoring Services

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RECOMMENDED ACTION: Authorize the Mayor to execute Amendment No. 1 to the Professional Services Agreement with Rincon Consultants, Inc. (Rincon) increasing the compensation in the amount of $229,231 for a total not to exceed $862,231 and allowing for a one-year extension through June 30, 2027, to provide water quality monitoring services for the Civic Center Wastewater Treatment Facility (CCWTF).

FISCAL IMPACT: Funding for these services in the amount of $229,231 is included in the Proposed Budget for FY 2026-27 in Account No. 515-3010-5656-00 (Civic Center Wastewater Treatment Facility).

STRATEGIC PLAN IMPLEMENTATION: N/A

DISCUSSION: In June 2023, the City entered into a three-year, $633,000 agreement with Rincon to assist with a groundwater and surface water quality monitoring program. The program was developed because of regulatory actions taken by the Los Angeles Regional Water Quality Control Board and the State Water Resources Control Board to address compliance with the Civic Center Wastewater Discharge Prohibition and the subsequent CCWTF. The program includes monitoring for the Salt and Nutrient Management Plan (SNMP) for the Civic Center Groundwater Basin and the Memorandum of Understanding (MOU) with the Regional Board concerning the phasing of the CCWTF. The program also provides data to allow for the use of the CCWTF recycled water for landscaping.

Since execution of the agreement, Rincon Consultants has implemented the City's comprehensive groundwater and surface water monitoring program in accordance with regulatory requirements. This work includes quarterly sampling of groundwater and surface water at designated monitoring wells and coastal/creek locations to assess potential impacts from recycled water use associated with the CCWTF. Rincon has conducted the required semi-annual monitoring under the SNMP and MOU programs to evaluate groundwater quality conditions and track potential improvements to local waterbodies; including monthly groundwater elevation measurements across an extensive network of monitoring wells to evaluate groundwater trends and basin conditions influenced by precipitation, tidal, and lagoon dynamics. All sampling activities include laboratory analysis by certified facilities, strict quality assurance/quality control protocols, and proper handling and disposal of investigation-derived waste materials.

Additionally, Rincon assists the City with data reporting and regulatory compliance, including preparation of quarterly and annual monitoring reports and electronic submittal of data to the State Water Resources Control Board's GeoTracker system in accordance with Electronic Submittal of Information (ESI) requirements. The firm has also supported required well survey data compilation and overall program management, ensuring timely coordination, responsiveness to City requests, and consistent execution of all monitoring tasks.

Staff now seeks approval to increase the compensation in the amount of $229,231 for a total not to exceed $862,231 and extend the term of the agreement for another year to maintain these services for the CCWTF.

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

AMENDMENT NO. 1 TO AGREEMENT

THIS AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT (the "Amendment") is made and entered in the City of Malibu on June 22, 2026, by and between the City of Malibu, a municipal corporation, hereinafter referred to as City, and Rincon Consultants 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. On June 26, 2023, the City entered into a Professional Services Agreement with Consultant for water quality monitoring programs in Malibu Civic Center Area (the "Agreement").

B. The Parties desire to amend the Agreement to increase the total not to exceed compensation by $229,231 and extend the term of the Agreement through July 1, 2027, 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 2.0 of the Agreement (Term of Agreement), is hereby extended to July 1, 2027.

2. Section 4.0 of the Agreement (Compensation for Services), is hereby amended in the amount of $229,231 for a new total not to exceed $862,231, as set forth in Exhibit B attached hereto. The compensation set forth in Exhibit B is in addition to the compensation set forth in the original agreement.

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.

7. The effective date of this Amendment is July 1, 2027.

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

RINCON CONSULTANTS, INC., a
California corporation

By: _____
Name: Torin Synder
Title: Principal

EXHIBIT B
COMPENSATION SCHEDULE

Rincon Consultants, Inc.
2060 Knoll Drive
Ventura, California 93003
805-644-4455

Cost Estimate

Tasks	Labor Cost	Direct Expense	Total
Task II Long-Term Monitoring of Groundwater and Surface Water Quality Monitoring	$94,736	$108,812	$203,548
Alternative Task II Modified Long-Term Monitoring of Groundwater and Surface Water Quality Monitoring	$48,970	$56,163	$105,133
Task III Salt and Nutrient Management Plan Monitoring Program	$6,234	$3,909	$10,143
Task IV Memorandum of Understanding Compliance Monitoring (costs are covered by previous tasks)	-	-	-
Task V Civic Center Groundwater Elevation Monitoring Program	$14,264	$1,275	$15,539
Alternative Task V Modified Civic Center Groundwater Elevation Monitoring Program			
Option 1. Reduced monitoring wells (costs covered by previous tasks)	-	-	-
Option 2. Reduced monitoring wells plus transducer	$6,086	$12,969	$19,055
Core Tasks	**$115,234**	**$113,996**	**$229,231**
with Alternative Task II	$71,690	$34,385	$106,075
with Alternative Task V (Option 1)	$100,970	$112,721	$213,691
with Alternative Task V (Option 2)*	$107,056	$125,690	$232,746
with Alternative Task II and Alternative Task V (Option 1)	$55,204	$60,071	$115,276
with Alternative Task II and Alternative Task V (Option 2)*	$61,290	$73,040	$134,331

*Note: Yearly groundwater elevation monitoring costs would be approximately $3,500 following installation of pressure transducers in Alternative Task V (Option 2).

RINCON

Rincon Consultants, Inc.

Standard Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical and Support Personnel*	January 1, 2026 – December 31, 2026
Senior Principal	$342
Principal	$329
Director	$329
Senior Supervisor II	$313
Supervisor I	$292
Senior Professional II	$273
Senior Professional I	$255
Professional IV	$226
Professional III	$210
Professional II	$186
Professional I	$166
Associate III	$140
Associate II	$125
Associate I	$117
Field Technician	$100
Technical Editor	$157
Project Accountant	$134
Billing Specialist	$115
Publishing Specialist	$128
Clerical	$115

* Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability, cultural resources, GIS, data technology, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of $400.

Reimbursable Expenses

Equipment	Rate
Equipment Package (covers field equipment)	$150/day
UAS Drone	$300/day
Boat (20-foot Boston Whaler or Similar)	$800/day
Light-Duty and Passenger Vehicles*	$90/day
4WD and Off-Road Vehicles*	$150/day

* Current IRS mileage rate for mileage over 50 and for all miles incurred in employee-owned vehicles.

Direct Costs. Other direct costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 16%. These may include, but are not limited to, printing and production, laboratory and drilling services, subcontractors, vendors, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment, and vehicles other than covered by the above charges.

Budget Reallocation. Rincon reserves the right to reallocate the budget between tasks and staff classifications, while remaining within the approved contract amount.

Annual Escalation. Standard rates subject to 3.5% annual escalation on January 1.

Payment Terms. All fees will be billed to Client monthly and shall be due and payable upon receipt or as indicated in the contract provisions for the assignment. Invoices are delinquent if not paid within 10 days from receipt or per the contractually required payment terms.

Effective January 1, 2026