City Council Meeting
06-22-26
Item 1.B.12.

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 On-Call Environmental Consulting Services

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RECOMMENDED ACTION: Authorize the Mayor to execute Amendment No. 2 to the Professional Services Agreement with Rincon Consultants, Inc. (Rincon) to reduce the annual compensation from $960,000 to $600,000, revise the scope of work to update support services related to the Clean Water Program, compliance support and Salt and Nutrient Management Plan strategy and extend the term of the agreement through July 1, 2028.

FISCAL IMPACT: Funding for these services in the amount of $600,000 is included in the Adopted Budget for FY 2026-27 in Account No. 101-3003-5100-00 (Clean Water Professional Services).

STRATEGIC PLAN IMPLEMENTATION: N/A

DISCUSSION: On May 28, 2024, the City entered into a two-year, $340,000 agreement with Rincon to provide on-call and as-needed environmental services, such as stormwater management, water quality compliance, and general environmental project management.

As the on-call environmental services consultant, Rincon's team has demonstrated a strong commitment to the City's objectives by delivering technical water quality monitoring and reporting services, along with providing regulatory assistance and strategic planning support. Their expertise spans critical areas such as the Los Angeles Municipal Separate Storm Sewer System Permit (MS4), the Watershed Management Plan (WMP), and the

Coordinated Integrated Monitoring Plan (CIMP), significantly contributing to the advancement of the City's environmental initiatives.

Due to an anticipated workload increase, on February 10, 2025, the City amended the contract to increase the total compensation by $620,000, for a total amount not to exceed $960,000. Anticipated workload increase included conducting additional support for the City's Salt and Nutrient Management Plan (SNMP), ongoing discussions with the Regional Board, and technical support on the WMP and the CIMP updates.

Anticipated compliance needs include conducting research on the City's SNMP and developing a framework and workplan outlining how the review, data assessment, and potential update will be completed. Rincon has already been actively engaged in discussions with the Los Angeles Regional Water Quality Control Board (Regional Board) regarding the SNMP during FY 2024–2025, providing continuity and technical insight into these regulatory coordination efforts. This effort will require continued coordination with the Regional Board to ensure the City remains informed of all regulatory options and considerations. It is also expected that the City will need technical support to update the WMP and the CIMP to ensure alignment with goals and regulatory requirements. In addition, Rincon would support implementation of environmental program services in alignment with the responsibilities of the Environmental Sustainability Analyst, Environmental Compliance Coordinator, and other roles as needed. All tasks will be initiated only upon written authorization from the City.

Although there continues to be growth in anticipated compliance needs, as well as staff vacancies in the Clean Water Program, Rincon has helped reduce the overall contract costs from $960,000 to $600,000 by altering the scope of work to focus specifically on compliance-based requirements. Since 2024, Rincon has successfully supported the City's environmental compliance activities and coordinated with regulatory and resource agencies. Rincon will provide both in-person and remote support and has the technical qualifications needed to deliver responsive and adaptable services.

Staff are requesting approval to extend the agreement for an additional two years in the amount of $600,000 annually and update the scope of work to reflect specific deliverables and upcoming regulatory deadlines.

ATTACHMENTS: Amendment No. 2 with Rincon Consultants, Inc.

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 2 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 May 28, 2024, the City entered into a Professional Servies Agreement with Consultant for services related to Environmental Programs including stormwater management, water quality compliance, and spill response (the "Agreement").

B. On February 10, 2025, the City entered into Amendment No. 1 with Consultant increasing the compensation for services by $620,000, for a total not to exceed $960,000.

C. The Parties desires to amend the Agreement to decrease the total agreement compensation by $360,000, for a total not to exceed $600,000, revise the scope of work to update support services related to the clean water program and compliance support, and salt and nutrient management plan strategy, and extend the term of the agreement through July 1, 2028; 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 of this Amendment shall fully replace the Scope of Work in Exhibit A of the original Agreement. All tasks will be initiated only upon written authorization from the City.

2. Section 2.0 of the Agreement (Term of Agreement), is hereby extended to July 1, 2028.

3. Section 4.0 of the Agreement (Compensation for Services), is hereby amended as set forth in Exhibit B attached hereto. Total compensation is decreased in the amount of $360,000 for a new total not to exceed $600,000 annually, effective July 1, 2026.

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 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 July 1, 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

RINCON CONSULTANTS, INC., a California corporation

By: _____
Name: Torin Synder
Title: Principal

EXHIBIT A
SCOPE OF WORK

Task 1 Clean Water Program and Compliance Services
Rincon has provided consistent, full-time support to the City's Clean Water Program, including daily in-person coverage at City Hall, two-hour illicit discharge response (including weekends), and remote technical assistance.

Rincon has evaluated the upcoming fiscal year's needs and identified the minimum set of tasks required to maintain Clean Water Program compliance. We will continue to perform this work as efficiently as possible, looking for streamlining and cost-saving opportunities wherever feasible, while facilitating the City's compliance with regulatory requirements:

- MS4 Permit & Watershed Management Program (WMP) Implementation
    - Coordination and preparation of Semi- Annual and Annual Reports
    - Implementation of Minimum Control Measures (MCMs): large construction site inspections, desktop analysis, response and inspections of illicit discharge/public complaints, and other MCMs as requested (i.e., slope failures, Public Information and Participation Program, development post-construction best management practice review, & public agency O&M activities)
    - Stormwater inspections and compliance activities
    - Support for Time Schedule Order (TSO) request, coordination and implementation of TSO requirements, and oversight of related plans and documentation
- CIMP Coordination
    - Monthly Malibu Lagoon Bacteria & Trash TMDL reports – reviews, recommendations, and submittals
    - Wet/dry-weather receiving water report reviews and recommendations
    - Monthly CIMP coordination meetings and permit group meetings
    - Coordination of necessary CIMP modifications
    - Design and implementation of CIMP and TMDL special studies
- Funding Administration & Grant Support
    - Measure W Annual Plan and Report
    - WASC coordination and CIP funding applications
    - Pursue grant opportunities (California Ocean Protection Council, State Proposition 4, California State Department of Transportation SB1, etc.)
- WMP Meetings and Coordination
    - Watershed Area Steering Committee (WASC) – monthly in-person meetings at Las Virgenes Municipal Water District

- Watershed Management Group (WMG) - coordination with Los Angeles County and multiple meetings every month
- LA Permit Group regular and ad hoc meetings - as-needed & approximately every 2 months
- Internal coordination with City departments related to implementation of WMP and stormwater treatment projects and initiatives
- Review and recommendations for improved WMP compliance strategies

- Spill and Emergency Response Services
  - Coordination of transportation of hazardous or liquid waste by licensed and authorized hazardous waste hauler with availability 24 hours per day, 365 days per year; waste manifesting; and report preparation (understood to be limited evening hours).
  - Soil, water, and air sample collection; on-site testing (if applicable); coordination of laboratory analysis on collected samples; waste profiling; identification of options for landfill or treatment, storage and disposal facilities.
  - For any emergency work, an environmental consulting representative shall be at the City's field response site within two (2) hours of the original call to the Consultant.
  - Provide support for City events

Task 2 Salt and Nutrient Management Plan Strategy
The original deadline for submittal of the City of Malibu Salt and Nutrient Management Plan (SNMP) was March 2026. Rincon successfully facilitated coordination between the City of Malibu and the Los Angeles Regional Water Quality Control Board (LARWQCB), resulting in approval of an extension of the SNMP submittal deadline to December 2027.

As requested by the City, Rincon will review and update the July 14, 2016, SNMP to comply with the Los Angeles Basin Plan requirement to update the plan. This effort will include reviewing applicable reports and guidance materials provided by the LARWQCB related to the SNMP update.

Rincon will prepare a workplan outlining the proposed approach for the SNMP update and associated data assessment for discussion and coordination with the LARWQCB. Following agency feedback, Rincon will develop a refined workplan to guide data review, analysis, and overall updates to the existing SNMP. Rincon will then conduct the data assessment and analysis consistent with the approved workplan and prepare a draft technical memorandum summarizing findings and recommendations to update the SNMP that would be submitted to the LARWQCB December 2027.

Rincon will complete the workplan, data assessment and analysis, and draft memorandum. At this time, Rincon understands that the specific data needs and scope of updates required for the SNMP are not yet fully defined. Consistent with this uncertainty, the associated cost estimate represents a rough order-of-magnitude for budgetary planning purposes.

General Assumptions

- This scope assumes that meetings, coordination, and project support will be conducted remotely unless otherwise requested by the City.
- If in-person participation at City Hall, public meetings, workshops, hearings, or other on-site engagements is required, additional fees will apply to cover consultant time, travel, and related expenses.

Task 3 General Support Services

On Call Environmental Consulting services shall be provided on a time and materials cost basis. Work will be conducted only upon written authorization from the City of Malibu, except verbal authorization for Task 1 spill and emergency response services.

EXHIBIT B
COMPENSATION SCHEDULE

Cost

As shown in Table 1 below, Rincon estimates the cost of tasks covered in this scope to be $600,000 in accordance with the 2026 fee schedule.

Table 1 Cost Summary

Task		Estimated Cost
Task 1	Clean Water Program Services and Compliance Services	$400,000
Task 2	Salt and Nutrient Management Plan Strategy	$100,000
Task 3	General Support Services	$100,000
Total		**$600,000**

RINCON

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

* 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.