City Council Meeting
08-10-26
Item 1.B.6.

Council Agenda Report

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

Prepared by: Luis Flores, Public Safety Manager

Reviewed by: Susan Dueñas, Public Safety Director

Approved by: Joseph D. Irvin, City Manager

Date prepared: July 16, 2026 Meeting date: August 10, 2026

Subject: Amendment to Crossing Guard Services Contract

RECOMMENDED ACTION: Authorize the Mayor to execute Amendment No. 1 to the Professional Services Agreement with Crossing Guard Services, LLC, expanding the scope of work for additional crossing guard hours and increasing the total compensation for services in an amount not to exceed $162,000.

FISCAL IMPACT: No additional appropriation is required. Funding for this agreement is included in the Adopted Budget for FY 2026-2027 in Account No. 100-7021-5100-00 (Public Safety Professional Services).

STRATEGIC PLAN IMPLEMENTATION: This item supports the City's 2025 Strategic Plan Goal 4. Improve Public Safety.

DISCUSSION: To address a variety of public safety concerns and to protect children and caregivers during school drop-off and pick-up hours, the City provides crossing guard services along Morning View Drive, near Malibu High School and Malibu Middle School. The presence of crossing guards near schools significantly increases driver awareness and reinforces compliance with school zone safety rules, ultimately reducing child pedestrian injuries by creating safe opportunities for children to cross during periods of heavy traffic.

On May 15, 2025, the City issued a Request for Qualifications/Proposals (RFQ/P) for crossing guard services and received four proposals on June 19, 2025: Crossing Guard Services, LLC, All City Management Services, Inc., Aventus Private Security, and Belcher

Services. Crossing Guard Services, LLC achieved the highest overall score and offered the best combination of experience, resources, cost, and professionalism.

Crossing Guard Services, LLC currently provides the City with crossing guards at three (3) crosswalks impacted during school hours on Morning View Drive near Malibu High School and Malibu Middle School. Additionally, Crossing Guard Services, LLC provides crossing guard services for City events hosted by the Community Services Department. They are contracted to provide these services through August 11, 2027.

Since executing the contract in 2025, it was discovered that the scope of work did not accurately reflect the number of hours that the crossing guards are paid each day. The crossing guards are required to arrive at their location 30 minutes prior to their shift, and because they are working a split shift, they must be paid an additional hour per California's "split shift" premium pay requirement (Industrial Welfare Commission Wage Orders 1-15, Section 4). Therefore, an amendment to the Agreement that increases the daily hours worked by the crossing guards from (2) two hours to (4) hours is needed at this time. This change increases the total not to exceed for the 2026-2027 school year from $75,000 to $86,184, a $11,184 difference.

Santa Monica-Malibu Unified School District schools begin the Fall semester on Thursday, August 20, 2026. Staff recommends authorizing the Mayor to execute Amendment No. 1 to the Professional Services Agreement with Crossing Guard Services, LLC, expanding the scope of work for additional crossing guard hours to ensure the appropriate level of service in time for the beginning of the school year.

ATTACHMENTS:

1) Amendment No. 1 to Agreement with Crossing Guard Services, LLC

Docusign Envelope ID: F732B49A-8CFF-8202-8083-2C7E18A144E3

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 August 10, 2026, by and between the City of Malibu, a municipal corporation, hereinafter referred to as City, and Crossing Guard Services, LLC, 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 August 11, 2025, the City entered into a Professional Services Agreement with Consultant for crossing guard services during school days at Malibu High School and Malibu Middle School, as well as during Community Service Department events, as needed (the "Agreement").

B. The Parties desires to amend the Agreement to expand the scope of the Consultant's services from two to four hours per crossing guard per day and increase the compensation for services, 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 and incorporated herein by this reference, to increase daily crossing guard service hours from two (2) to four (4) hours per crossing guard.

2. Section 4.0 of the Agreement (Compensation for Services), is hereby amended as set forth in Exhibit A attached hereto. The cost of services for this Agreement is increased in the amount of $11,184 per year for an annual amount not to exceed $86,184 as shown in Exhibit A attached to this Amendment.

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.

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7. The effective date of this Amendment is August 10, 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

CONSULTANT:
Crossing Guard Services, LLC,
A Connecticut limited liability company

By: Signed by: 800ABA7D483A4BD... _____
Name: ADAM BRYAN
Title: Chief Executive Officer

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Exhibit A

Crossing Guard SERVICES

Malibu 2026/2027 Crossing Guard Cost Proposal

Malibu School Crossing Guards	**2026 / 2027 School Year**
Number of Posts	3
Hours of Service per Day	2 hrs AM; 2 hrs PM (12 hours per day)
Number of Days per Year	180
Total Estimated # of Hours	2160
Hourly Rate ($/hr)	$39.90
Cost per Year (excluding Special Event Requests)	**$86,184.00**