



Council Agenda Report

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

Prepared by: Joseph D. Toney, Assistant City Manager

Reviewed by: Elizabeth Shavelson, Deputy City Manager

Approved by: Steve McClary, City Manager

Date prepared: October 11, 2022

Meeting date: October 24, 2022

Subject: Comprehensive School Safety Assessment Consultant Agreement

RECOMMENDED ACTION: 1) Authorize the Mayor to execute the Professional Services Agreement with Guidepost Solutions LLC for Comprehensive School Safety Assessment; and 2) Appropriate \$66,000 from the General Fund Undesignated Reserve to Account Number 100-7003-5100-00 (City Manager - Professional Services).

FISCAL IMPACT: An appropriation of \$66,000 from the General Fund Undesignated Reserve to Account Number 100-7003-5100-00 (City Manager - Professional Services) is needed to fund the services requested. On October 11, 2022, the Administration & Finance Subcommittee reviewed and recommended the City Council appropriate the funds from the General Fund Undesignated Reserve for these services.

WORK PLAN: This item was not included in the Adopted Work Plan for Fiscal Year 2022-2023.

DISCUSSION: On June 27, 2022, the City Council deliberated jointly on Council Item Nos. 7.C. and 7.D. and directed staff to develop and issue a request for proposal (RFP) for a school safety assessment. The Council also formed the School Safety Ad Hoc Committee (Committee) of Mayor Pro Tem Silverstein and Mayor Grisanti to research school safety issues, and review and provide input on the RFP.

The RFP was issued on July 15, 2022, in partnership with Santa Monica-Malibu Unified School District (SMMUSD) and the Los Angeles County Sheriff's Department (Sheriff). The RFP sought qualified firms with broad subject matter expertise and experience in K-12 school safety to conduct a comprehensive and holistic safety assessment. The

assessment will be inclusive of all K-12 public schools in the City and will extend beyond physical security and safety procedures to include a review and analysis of behavioral health programs, policies and procedures. The closing date for responses was August 5, 2022. The City received nine proposals. The Committee reviewed all submittals and interviewed two firms deemed best suited to conduct the assessment. Following the interviews, the Committee identified Guidepost Solutions LLC to be the most qualified and best option for this project.

As outlined in the Scope of Work of the attached Professional Services Agreement, Guidepost Solutions LLC will initiate the effort by having a kick-off meeting with the City and School District. The next phase (Discovery), will be conducted to better understand the physical, electronic, and operational security measures, goals, and functionality. The subsequent phase will be Existing Conditions Assessments which encompasses the physical site evaluations and data gathering needed to develop the future security posture recommendations. The assessments include but are not limited to physical security, threat and risk identification, technology standards, Fire and Sheriff response times, and assessment of existing behavioral health. The final project deliverable will be a collaborative Comprehensive Security Assessment Report that will encompass all of the recommendations and potential budgetary impacts.

The assessment will be holistic and collaborative, and it will identify the gaps and needs of Malibu schools. It is estimated that the full process will take about three to four months to complete.

ATTACHMENTS:

1. Professional Services Agreement – Guidepost Solutions LLC

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of October 24, 2022, by and between the City of Malibu (hereinafter referred to as the "City"), and Guidepost Solutions LLC (hereinafter referred to as "Consultant").

The City and the Consultant agree as follows:

RECITALS

A. The City does not have the personnel able and/or available to perform the services required under this Agreement.

B. The City desires to contract out for consulting services for certain projects relating school safety assessments.

C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.

D. The City desires to contract with the Consultant to perform the services as described in Exhibit A of this Agreement.

NOW, THEREFORE, the City and the Consultant agree as follows:

1.0 SCOPE OF THE CONSULTANT'S SERVICES. The Consultant agrees to provide the services and perform the tasks set forth in the Scope of Work, attached to and made part of this Agreement, except that, to the extent that any provision in Exhibit A conflicts with this Agreement, the provisions of this Agreement govern. The Scope of Work may be amended from time to time by way of a written directive from the City.

2.0 TERM OF AGREEMENT. This Agreement will become effective on October 24, 2022, and will remain in effect for a period of one year from said date unless otherwise expressly extended and agreed to by both parties or terminated by either party as provided herein.

3.0 CITY AGENT. The City Manager, or his or her designee, for the purposes of this Agreement, is the agent for the City; whenever approval or authorization is required, Consultant understands that the City Manager, or his or her designee, has the authority to provide that approval or authorization.

4.0 COMPENSATION FOR SERVICES. The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the Scope of Work's fee and cost schedule (Exhibit A). The cost of services shall be a lump-sum \$60,260 for the completion of the scope of work. A contingency of \$5,740 is identified for extra services on a time and materials basis only if needed for additional schools and approved by the City Manager. The total not to exceed is \$66,000. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or his or her designee.

5.0 CONFLICT OF INTEREST. The Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by the Consultant under this Agreement. The Consultant further represents that in performance of this Agreement, no person having any such interest shall be employed by it.

5.1 The Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this contract, the Consultant shall not offer, encourage or accept any financial interest in the Consultant's business by any City employee or official.

5.2 If a portion of the Consultant's services called for under this Agreement shall ultimately be paid for by reimbursement from and through an agreement with a developer of any land within the City or with a City franchisee, the Consultant warrants that it has not performed any work for such developer/franchisee within the last 12 months, and shall not negotiate, offer or accept any contract or request to perform services for that identified developer/franchisee during the term of this Agreement.

6.0 GENERAL TERMS AND CONDITIONS.

6.1 Termination. Either the City Manager or the Consultant may terminate this Agreement, without cause, by giving the other party ten (10) days written notice of such termination and the effective date thereof.

6.1.1 In the event of such termination, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of the Consultant under this Agreement shall be returned to the City. If the City terminates this Agreement without cause, the Consultant shall prepare and shall be entitled to receive compensation pursuant to a close-out bill for services rendered and fees incurred pursuant to this Agreement through the notice of termination. If the Consultant terminates this Agreement without cause, the Consultant shall be paid only for those services completed in a manner satisfactory to the City.

6.1.2 If the Consultant or the City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant or the City violate any of the covenants, agreements, or stipulations of this Agreement, the Consultant or the City shall have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date of such termination. The Consultant shall be entitled to receive compensation in accordance with the terms of this Agreement for any work satisfactorily completed hereunder. Notwithstanding the foregoing, the Consultants shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to off-set anticipated damages.

6.2 Non-Assignability. The Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of the City.

6.3 Non-Discrimination. The Consultant shall not discriminate as to race, creed, gender, color, national origin or sexual orientation in the performance of its services and duties pursuant to this Agreement, and will comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.

6.4 Insurance. The Consultant shall submit to the City certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement:

(a) Workers Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees.

(b) Comprehensive general and automobile liability insurance protecting the Consultant in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of one occurrence, and \$500,000 for property damages or a combined single limit of \$1,000,000. Each such policy of insurance shall:

1) Be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California or which is approved in writing by City.

2) Name and list as additional insured the City, its officers and employees.

3) Specify its acts as primary insurance.

4) Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled nor materially changed except upon thirty (30) days prior written notice to the City of such cancellation or material change."

5) Cover the operations of the Consultant pursuant to the terms of this Agreement.

6.5 Indemnification. Consultant shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of City's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Should City in its sole discretion find Consultant's legal counsel unacceptable, then Consultant shall reimburse the City its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The Consultant shall promptly

pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

6.6 Compliance with Applicable Law. The Consultant and the City shall comply with all applicable laws, ordinances and codes of the federal, state, county and city governments, including, without limitation, Malibu Municipal Code Chapter 5.36 Minimum Wage.

6.7 Independent Contractor. This Agreement is by and between the City and the Consultant and is not intended, and shall not be construed, to create the relationship of agency, servant, employee, partnership, joint venture or association, as between the City and the Consultant.

6.7.1. The Consultant shall be an independent contractor, and shall have no power to incur any debt or obligation for or on behalf of the City. Neither the City nor any of its officers or employees shall have any control over the conduct of the Consultant, or any of the Consultant's employees, except as herein set forth, and the Consultant expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants or employees are in any manner employees of the City, it being distinctly understood that the Consultant is and shall at all times remain to the City a wholly independent contractor and the Consultant's obligations to the City are solely such as are prescribed by this Agreement.

6.8 Copyright. No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

6.9 Legal Construction.

(a) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

(b) This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

(c) The article and section, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

(d) Whenever in this Agreement the context may so require, the

masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

6.10 Counterparts. This Agreement may be executed in counterparts and as so executed shall constitute an agreement which shall be binding upon all parties hereto.

6.11 Final Payment Acceptance Constitutes Release. The acceptance by the Consultant of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to the Consultant for anything done, furnished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of the Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

6.12 Corrections. In addition to the above indemnification obligations, the Consultant shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to the Consultant.

6.13 Files. All files of the Consultant pertaining to the City shall be and remain the property of the City. The Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

6.14 Waiver; Remedies Cumulative. Failure by a party to insist upon the performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

6.15 Mitigation of Damages. In all such situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

6.16 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

6.17 Attorneys' Fees. The parties hereto acknowledge and agree that each will bear his/her or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

6.18 Entire Agreement. This Agreement constitutes the whole agreement between the City and the Consultant, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes or modifications to this Agreement must be made in writing appropriately executed by both the City and the Consultant.

6.19 Notices. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

CITY: Steve McClary
City Manager
City of Malibu
23825 Stuart Ranch Road
Malibu, CA 90265-4861
TEL (310) 456-2489 x 226
FAX (310) 456-2760

CONSULTANT: Nick Heywood, PMP
Associate Vice President
Guidepost Solutions LLC
707 Wilshire Blvd, Ste 3850
Los Angeles, CA 90017
(510) 6458-5903

6.20 Warranty of Authorized Signatories and Acceptance of Facsimile or Electronic Signatures. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract 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.

7.0 GENERAL TERMS AND CONDITIONS. (City and Consultant initials required at EITHER 7.1 or 7.2)

7.1 Disclosure Required. By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a “consultant” for the purposes of the California Political Reform Act because Consultant’s duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City’s Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City’s Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant’s disclosure obligations in accordance with the City’s Conflict of Interest Code.

City Initials _____
Consultant Initials _____

7.2 Disclosure not Required. By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a “consultant” for the purpose of the California Political Reform Act because Consultant’s duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18700.3(a) and is otherwise not serving in staff capacity in accordance with the City’s Conflict of Interest Code.

City Initials _____
Consultant Initials NH

This Agreement is executed on _____, at Malibu, California, and effective as of October 24, 2022.

CITY OF MALIBU:

PAUL GRISANTI, Mayor

ATTEST:

KELSEY PETTIJOHN, City Clerk
(seal)

CONSULTANT:



By: Nick Heywood,
Associate Vice President

APPROVED AS TO FORM:

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

TREVOR RUSIN, Interim City Attorney

EXHIBIT A

SCOPE OF WORK

The Consultant for the Comprehensive School Safety Assessment for Malibu Schools shall provide services as generally described in this section.

I. Kick-Off Meeting

Prior to performing physical assessments, Guidepost will coordinate an initial project kick-off meeting with the key City stakeholders. The kick-off meeting is an appropriate time for collaborative discussion on existing safety and security concerns and unique unknowns can be shared by key stakeholders. The kick-off meeting will also allow Guidepost to gather further information on existing security challenges, current strengths of the existing security program, short-and long-term security and safety goals, and the visions and intentions for the security culture of the City of Malibu. Guidepost can also determine the City's wants, needs, and requirements for the end deliverable. A collaborative effort to determine/risk prioritization levels acceptable to the City maximizes efficiencies and supports final master plan development.

The key takeaway from the kick-off meeting will be a clear understanding of the City's existing safety and security concerns and issues, needs, wants, and requirements that will form a starting point to ensure a successful outcome. Guidepost will perform site assessments of all locations identified and listed in the RFP. Guidepost will review the existing City facilities safety and security measures with the intent to provide a definitive baseline of existing conditions to support future safety and security improvement programs.

II. Discovery

This phase will help us to understand current physical security measures and electronic security systems deployment, how they function and provides support to operational goals of the associated schools of the City. Activity will include:

- Kick-off meeting with project team (client and Guidepost).
- Review security staffing measures to learn how security personnel deployed, training measures, knowledge of technology systems in-operation.
- Identify and review policy and procedure and supporting documentation, to support understanding of the current safety and security operational expectations and wider community communications.
- Procure CAP Index Crimecast reports to provide insight into crime statistics pertinent to each facility location, past, current, and forecast crime statistics.
- Coordinate stakeholder engagement, perform interviews, and issue an online survey to collect data from end- users. Gather critical information that will serve as input into delivering a security master plan that will deliver stakeholder needs and enhance end-user safety and security.

III. Existing Conditions Assessments

This phase will encompass the physical site evaluation and data gathering that will serve as the basis for the future security posture recommendations for the City facilities. Activity will include:

- Physical site assessments of all facilities within scope, at a minimum this will include:
 - Exterior and interior building spaces

EXHIBIT A

SCOPE OF WORK

- Existing school security personnel deployment
- Perimeter controls
- Security Cameras
- Locking Systems and Building Access
 - Use of credentials
 - Brass key distribution
- Bell, Clock and Public Address Systems
- Identify threats and risks to each campus. Specifically, areas of potential weakness and vulnerability.
- Identify existing security technologies in use,
 - Is this consistent?
 - Are systems operable?
 - How does security technology function as a force-multiplier to support security staffing?
- Review security technology standards (if available), how are they implemented?
- Evaluate existing systems integration, sustainability, and scalability capability for previous investment to support the future state.
- Evaluation of safety and security governance documentation including:
 - Comprehensive School Safety Plan (CSSP)
 - All-hazards safety security plans
 - Crisis management practices and differences among schools
 - Documentation of policies and adherence to those policies
 - Alignment of policies with State or Federal statute
 - Training
 - Emergency drills and discussion of drill results with staff
 - Signage
 - Room identification and floorplans
- Evaluate the existing security staffing levels and School Resource Officer (SRO's) application. Consideration of National Association of School Resource Officers (NASRO) best practices will be applied.
- Analysis of Crimecast CAP Index reports to evaluate existing crime patterns and forecast crime increase or reduction based on reported criminal activity in the City.
- Review of LA County Sheriff and Fire Departments' availability and response time
- Assessment of existing behavioral health programs, policies, and procedures

IV. Comprehensive Security Assessment Report

The project final deliverable will be the collaborative development of a comprehensive security assessment report that will encompass the following information:

- Existing City facilities observations and recommendations
 - Risk prioritization of each observation to support mitigation of risk based on impact of consequence
 - Photographic documentation of each observation made to support visualization of the observation made and ease of location identification

EXHIBIT A

SCOPE OF WORK

- Provision of CAP Index Crimecast reports illustrating forecast crime scores for each facility
- Develop an actionable roadmap that provides activity from the current state to help realize the future vision, this will include:
 - Phased implementation process
 - Governance measures
 - Technology deployment
 - Staffing measures to support operational needs
- Provide governance policy and procedure update recommendations
 - Policy and protocols evaluation
 - Training recommendations
- Behavioral health program analysis and recommendations
- Analysis of emergency services response times to City schools
- Budgetary impacts of both physical security measures and technology investment on a per unit basis to support financial cost estimating

Our deliverable will be submitted in an initial draft format for the City to evaluate and provide feedback. Following receipt of feedback, a final City report document will be submitted with a summary of findings and key recommendations for all areas identified within scope. A hard and electronic copy will be submitted. Guidepost will provide a summary report that can be shared with the public.

FEES

The proposed scope of services included in this proposal is what we feel is necessary to successfully complete this project. We have taken extra care in describing our approach and methodology in response to the Request for Proposal. We have proposed a “lump-sum” professional fee.

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EXHIBIT A

SCOPE OF WORK

If the City identifies additional schools and requests services, the Guidepost team will bill according to a time and materials basis. Included are the 2022 rates below.

Design Services	
Principal/Project Lead	\$225
Senior Consultant / Senior Project Manager / Professional Engineer	\$200
Consultant / Project Manager / Technology Designer	\$185
Associate	\$170
BIM / REVIT Coordinator	\$130
Subject Matter Expert - Advisory (Security / AV / Fire / TEL / GSOC)	\$225

Physical Security Consulting Services	
Principal / Project Lead	\$275
Senior Consultant / Project Manager	\$250
Consultant	\$200
Associate	\$175
Subject Matter Expert - Advisory (Risk / Operations / Technology / CPTED, Sub Contractors)	\$250

Risk & Emergency Management Services	
Principal / Project Lead	\$300
Senior Consultant / Project Manager	\$250
Consultant	\$225
Associate	\$200
Subject Matter Expert - Advisory (Risk / Operations / Technology)	\$250
Subject Matter Expert - Incident Response	\$350
Subject Matter Expert – Threat / Behavioral	\$900