

**RIVERSIDE UNIFIED SCHOOL DISTRICT
BUSINESS SERVICES AND GOVERNMENTAL RELATIONS DIVISION**

Board Finance Subcommittee
Thursday, August 22, 2019
District Office, 3380 14th Street
Conference Room 3
9:00 a.m.

A G E N D A

As required by Government Code 54957.5, agenda materials can be reviewed by the public at the District's administrative offices, Reception Area, First Floor, 3380 Fourteenth Street, Riverside, California.

Call Meeting to Order

Public Input

The subcommittee will consider requests from the public to comment. Comments should be limited to three minutes or less. If you wish to address the subcommittee concerning an item already on the agenda, please indicate your desire to do so on a provided card. You will have an opportunity to speak prior to the subcommittee's deliberation on that item.

Pursuant to Section 54954.2 of the Government Code, no action or discussion shall be undertaken on any item not appearing on the posted agenda, except that members of the Subcommittee or staff may briefly respond to statements made or questioned posed by persons exercising their public testimony rights. Discussion of items brought forward that are not on the agenda shall be considered for future agendas by the Subcommittee Chair.

Action/Discussion Items

The following agenda items will be discussed and the subcommittee members may choose to introduce and pass a motion as desired.

1. Approval of Minutes

The Subcommittee will be asked to approve the minutes of the June 18, 2019 meeting.

2. Unaudited Actuals

The Subcommittee will review the presentation of the unaudited actuals that is scheduled to be presented at the September 3, 2019 Board Meeting.

3. Memorandum of Understanding (MOU) for Crossing Guards

The Subcommittee will review the MOU between the city of Riverside and Riverside Unified School District to share cost of Crossing Guards. The MOU is scheduled to be presented for approval at the September 3, 2019 Board Meeting.

Future Agenda Items

Adjournment

UNOFFICIAL
This is an uncorrected copy of Finance
Subcommittee Meeting Minutes. The Minutes
do not become official until the Board
Subcommittee at the next meeting approves
them.

**RIVERSIDE UNIFIED SCHOOL DISTRICT
BUSINESS SERVICES AND GOVERNMENTAL RELATIONS DIVISION**

**Board Finance Subcommittee
Tuesday, June 18, 2019
District Office, 3380 14th Street
Conference Room 3**

Minutes

CALLED TO ORDER: 1:00 p.m. by Dr. Angelov Farooq

PRESENT: Dr. Angelov Farooq and Kathy Allavie, Board Members, and Mays Kakish, Chief Business Officer/Governmental Relation

Also present were Sergio San Martin, Assistant Superintendent of Operations, Ken Mueller, Director of Maintenance and Operations, Sandie Meekins, Director Business Services, Erin Power, Asst. Director Business Services, Melissa Elwood, Asst. Director Business Services, Adam Bauer and Skylar Goss from Fieldman, Rolapp and Associates, Dan Rudd, CSEA President, David Watring, RCTA President, and Josh Reyna (Recorder)

Public Comment

There were no requests to speak with subcommittee members.

Action/Discussion Items

1. Approval of Minutes

Mrs. Allavie moved and Dr. Farooq seconded to approve the minutes of the May 16, 2019, meeting as presented.

2. Refunding of CFD 20 and CFD 26

The Subcommittee reviewed and discussed the presentation by Fieldman, Rolapp and Associates for the refunding of CFD20 and CFD 26. Mrs. Allavie made a motion to move the presentation forward and present to the Board of Education at the July 9, 2019 meeting, Dr. Farooq seconded.

Future Agenda Items

Adjournment

The meeting adjourned at 1:31 p.m.



Unaudited Actuals 2018/2019

September 3, 2019

Presented by Mays Kakish

Chief Business Officer and Governmental Relations

Riverside Unified School District Unaudited Actuals 2018/2019

Total Income	Estimated Actuals	Unaudited Actuals
LCFF Sources*	\$393,218,646	\$393,586,797
Federal Revenue	26,551,427	27,798,292
State Revenue	71,769,275	72,633,995
Local Revenue	9,763,601	10,235,432
Total	\$501,302,949	\$504,254,516

*Local Control Funding Formula



**Riverside Unified School District
Unaudited Actuals
2018/2019**

Unrestricted Income	Estimated Actuals	Unaudited Actuals
LCFF Sources	\$393,218,646	\$393,586,797
Federal Revenue	379,070	1,209,430
State Revenue	15,274,790	15,366,592
Local Revenue	4,911,472	5,111,877
Total	\$413,783,978	\$415,274,696

Differences - Federal Revenue: School Medi-Cal Administrative Activities; Local Revenue: STRS DB v. DBS Refund



RIVERSIDE UNIFIED SCHOOL DISTRICT

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**Riverside Unified School District
Unaudited Actuals
2018/2019**

Restricted Income	Estimated Actuals	Unaudited Actuals
LCFF Sources	\$ -	\$ -
Federal Revenue	26,172,357	26,588,862
State Revenue	56,494,485	57,267,403
Local Revenue	4,852,129	5,123,555
Total	\$87,518,971	\$88,979,820

Differences – Federal Revenue: Title I & Medi-Cal Billing Option; State Revenue: Lottery & Prior Year State Apportionment Adjustment; Local Revenue: Quality Rating Improvement System (QRIS)

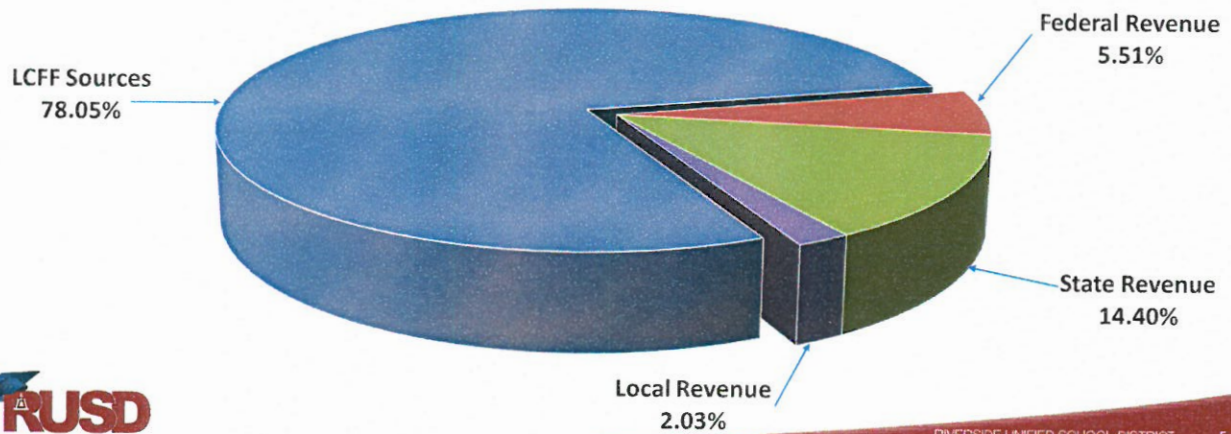


RIVERSIDE UNIFIED SCHOOL DISTRICT

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**Riverside Unified School District
Unaudited Actuals
2018/2019**

Total Income - Unrestricted and Restricted



**Riverside Unified School District
Unaudited Actuals
2018/2019**

Total Expenditures	Estimated Actuals	Unaudited Actuals
Certificated	\$227,685,996	\$228,957,043
Classified	75,388,707	75,890,083
Benefits	123,798,916	122,754,705
Books & Supplies	27,091,725	25,043,502
Services	52,483,910	52,362,910
Capital Outlay	5,540,311	6,281,115
Support Costs	(973,796)	(1,006,502)
Transfers/Contributions	-	-
Total	\$511,015,769	\$510,282,856



RIVERSIDE UNIFIED SCHOOL DISTRICT

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**Riverside Unified School District
Unaudited Actuals
2018/2019**

Unrestricted Expenditures	Estimated Actuals	Unaudited Actuals
Certificated	\$179,836,836	\$180,791,118
Classified	49,178,153	49,572,533
Benefits	77,386,052	76,527,663
Books & Supplies	17,873,029	16,939,431
Services	35,759,532	36,267,190
Capital Outlay	2,332,283	2,440,737
Support Costs	(5,824,436)	(5,914,284)
Transfers/Contributions	68,556,495	67,458,573
Total	\$425,097,944	\$424,082,961



RIVERSIDE UNIFIED SCHOOL DISTRICT

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**Riverside Unified School District
Unaudited Actuals
2018/2019**

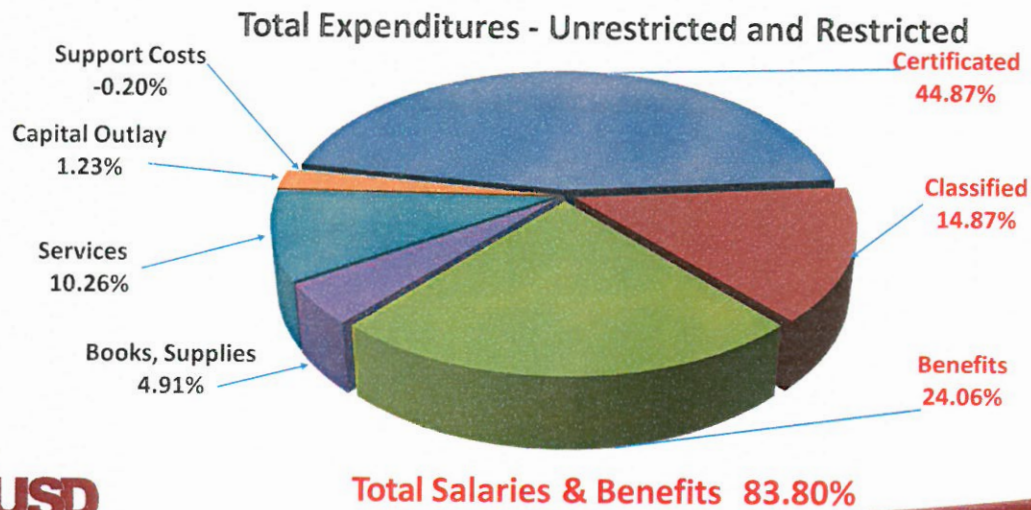
Restricted Expenditures	Estimated Actuals	Unaudited Actuals
Certificated	\$47,849,160	\$48,165,925
Classified	26,210,554	26,317,550
Benefits	46,412,864	46,227,042
Books & Supplies	9,218,696	8,104,071
Services	16,724,378	16,095,720
Capital Outlay	3,208,028	3,840,378
Support Costs	4,850,640	4,907,782
Transfers/Contributions	(68,556,495)	(67,458,573)
Total	\$85,917,825	\$86,199,895



RIVERSIDE UNIFIED SCHOOL DISTRICT

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Riverside Unified School District Unaudited Actuals 2018/2019



Riverside Unified School District Unaudited Actuals 2018/2019

General Fund Summary	Estimated Actuals	Unaudited Actuals
Beginning Balance	\$74,888,640	\$74,888,640
(+) Income	501,302,949	504,254,516
(-) Expenditures	(511,015,769)	(510,282,856)
Ending Balance	\$65,175,820	\$68,860,300
Non-Spendable	\$250,000	\$342,201
Restricted	34,848,633	36,027,410
Committed	13,768,202	15,116,553
Assigned	6,088,667	7,168,376
Unassigned	10,220,320	10,205,760
Total	\$65,175,820	\$68,860,300



**Riverside Unified School
District Unaudited Actuals
2018/2019**

General Fund Summary	Estimated Actuals	Unaudited Actuals
Non-Spendable		
Revolving Cash	\$150,000	\$150,000
Stores (Inventory)	100,000	92,160
Prepaid Expenditures	-	100,041
Total	\$250,000	\$342,201



RIVERSIDE UNIFIED SCHOOL DISTRICT

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**Riverside Unified School District
Unaudited Actuals
2018/2019**

General Fund Summary	Estimated Actuals	Unaudited Actuals
Restricted		
Redevelopment	\$16,971,880	\$16,562,048
Special Ed Mental Health	9,842,857	9,687,124
Ongoing and Major Maintenance	1,143,241	414,042
Lottery – Instructional Materials	1,629,321	3,637,983
Medi-Cal Billing Option	1,024,388	1,177,608
Adult Ed Supp., QRIS, Misc.	854,979	1,130,739
Low Performing Student Block Grant	2,349,493	2,349,493
Special Education: Low Incidence	525,460	534,272
Classified Professional Development Grant	263,233	263,233
Shortage of Special Education Teachers Grant	243,781	270,868
Total	\$34,848,633	\$36,027,410



RIVERSIDE UNIFIED SCHOOL DISTRICT

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**Riverside Unified School
District Unaudited Actuals
2018/2019**

General Fund Summary	Estimated Actuals	Unaudited Actuals
Committed		
Comparability Study	\$131,515	\$131,515
STRS/PERS Increases	7,353,998	7,353,998
Unspent LCAP, Textbook Set-Aside	1,176,556	1,171,121
PGS/Danielson	90,000	90,000
Dual Enrollment	100,000	100,000
Reserve for Deficit Spending	4,916,133	6,269,919
Total	\$13,768,202	\$15,116,553



RIVERSIDE UNIFIED SCHOOL DISTRICT 13

**Riverside Unified School District
Unaudited Actuals
2018/2019**

General Fund Summary	Estimated Actuals	Unaudited Actuals
Assigned		
Medi-Cal Admin Activities	\$ -	\$427,897
School Discretionary/Dept Carryover/Safety Credits	472,717	954,094
Library and Other School Fines	132,496	94,388
Facilities Enhancements	381,528	392,936
Equipment Reserve	435,000	435,000
Cell Tower	110,677	111,869
Site Donation/Fundraiser Carryover	433,501	533,878
E-Rate Funded Programs/Projects	252,908	558,189
Technology Infrastructure	838,037	530,430
Unspent LCAP	3,031,803	3,129,695
Total	\$6,088,667	\$7,168,376



RIVERSIDE UNIFIED SCHOOL DISTRICT 14

**Riverside Unified School District
Unaudited Actuals
2018/2019**

General Fund Summary	Estimated Actuals	Unaudited Actuals
Unassigned		
Reserve for Economic Uncertainties @ 2%	\$10,220,320	\$10,205,760



**Riverside Unified School District
Unaudited Actuals
2018/2019**

Other Funds Summary Ending Fund Balances	Estimated Actuals	Unaudited Actuals
Adult Education	\$1,446,991	\$1,383,744
Cafeteria	6,065,010	7,208,951
Building (<i>Measure O</i>)	71,770,757	75,813,145
Capital Facilities (<i>Growth Relocatables</i>)	14,299,851	14,409,961
County School Facilities (<i>Modernization Projects TBD</i>)	4,613,912	4,355,029
Capital Projects (<i>Poly Chiller, King Wrestling, Clean Energy-Prop 39</i>)	11,652,581	12,930,439
Bond Interest & Redemption (<i>Taxes, General Obligation Bonds Debt</i>)	29,495,070	27,763,386
Debt Service (<i>Certificates of Participation ("COPs")</i>)	1,054,738	1,059,575
Self-Insurance (<i>Property Liab, Workers' Comp, Health, Retirement</i>)	20,654,930	20,378,565
Retiree Benefit Fund (<i>Post Employment Benefits</i>)	22,032,623	22,638,418
Foundation Trust (<i>Hammerschmidt, Schulze, Brown, Bell</i>)	261,069	269,045
Total	\$183,347,532	\$188,210,258



**Riverside Unified School District
Unaudited Actuals
2018/2019**

**Open Discussion
Questions?**



Riverside Unified School District
Multi Year Projection
2019/2020
Adopted Budget

	2018/2019 Second Interim			2018/2019 Estimated Actuals			2019/2020 Adopted Budget			2020/2021 Projected Budget			2021/2022 Projected Budget			2022/2023 Projected Budget			2023/2024 Projected Budget		
	Fund 03	Fund 06	Total General Fund	Fund 03	Fund 06	Total General Fund	Fund 03	Fund 06	Total General Fund	Fund 03	Fund 06	Total General Fund	Fund 03	Fund 06	Total General Fund	Fund 03	Fund 06	Total General Fund	Fund 03	Fund 06	Total General Fund
Beginning Balance	41,641,155	33,247,485	74,888,640	41,641,155	33,247,485	74,888,640	30,327,189	34,848,631	65,175,820	27,848,502	17,805,331	45,653,833	29,084,085	11,727,749	40,811,834	31,392,466	9,630,718	41,023,184	35,427,314	7,533,687	42,961,001
Revenues																					
LCFF Sources (80XX)	393,033,934	-	393,033,934	393,218,646	-	393,218,646	404,304,171	-	404,304,171	413,976,606	-	413,976,606	423,358,494	-	423,358,494	433,046,933	-	433,046,933	431,440,572	-	431,440,572
Federal (8100-8299)	379,223	29,764,873	30,144,096	379,070	26,172,357	26,551,427	375,000	25,164,941	25,539,941	375,000	24,648,896	25,023,896	375,000	24,648,896	25,023,896	375,000	24,648,896	25,023,896	375,000	24,648,896	25,023,896
State (8300-8599)	14,861,826	56,177,564	71,039,390	15,274,790	56,494,485	71,769,275	7,731,160	31,271,344	39,002,504	7,664,970	30,705,660	38,370,630	7,640,605	30,697,108	38,337,713	7,603,401	30,684,050	38,287,451	7,569,344	30,672,096	38,241,440
Local (8600-8799)	3,609,103	4,243,304	7,852,407	4,911,472	4,852,129	9,763,601	3,800,000	5,187,204	8,987,204	3,800,000	5,270,279	9,070,279	3,800,000	5,270,279	9,070,279	3,800,000	5,270,279	9,070,279	3,800,000	5,270,279	9,070,279
Total	411,884,086	90,185,741	502,069,827	413,783,978	87,518,971	501,302,949	416,210,331	61,623,489	477,833,820	425,816,576	60,624,835	486,441,411	435,174,099	60,616,283	495,790,382	444,825,334	60,603,225	505,428,559	443,184,916	60,591,271	503,776,187
Expenditures																					
Certificated Salaries (1XXX)	180,164,568	48,346,647	228,511,215	179,836,836	47,849,160	227,685,996	172,996,183	48,435,046	221,431,229	172,695,805	48,600,474	221,296,279	173,892,525	49,133,880	223,026,405	177,035,610	50,287,785	227,323,395	178,350,792	51,450,845	229,801,637
Classified Salaries (2XXX)	47,285,258	27,037,166	74,322,424	49,178,153	26,210,554	75,388,707	46,377,073	25,931,877	72,308,950	46,990,390	26,183,299	73,173,689	47,609,463	26,503,269	74,112,732	49,070,348	26,868,639	75,938,987	49,611,125	27,239,489	76,850,614
Employee Benefits (3XXX)	77,580,694	47,030,891	124,611,585	77,386,052	46,412,864	123,798,916	79,352,725	29,796,726	109,149,451	82,466,327	30,710,172	113,176,499	83,522,115	31,024,050	114,546,165	83,730,254	31,209,293	114,939,547	84,300,710	31,585,741	115,886,451
Books and Supplies (4XXX)	21,545,731	15,410,914	36,956,645	17,873,029	9,218,696	27,091,725	15,007,224	8,672,097	23,679,321	14,018,617	7,573,917	21,592,534	14,294,252	7,087,367	21,381,619	14,403,052	6,665,133	21,068,185	14,403,052	6,192,295	20,595,347
Contracts and Services (5XXX)	39,680,701	18,336,727	58,017,428	35,759,532	16,724,378	52,483,910	39,620,457	15,037,141	54,657,598	41,169,509	14,662,779	55,832,288	44,289,609	15,062,779	59,352,388	45,409,521	15,651,384	61,060,905	46,145,464	16,201,381	62,346,845
Capital Outlay (6XXX)	2,203,312	7,636,003	9,839,315	2,332,283	3,208,028	5,540,311	487,963	16,538,784	17,026,747	384,463	6,725,147	7,109,610	384,463	3,725,147	4,109,610	384,463	3,725,147	4,109,610	384,463	3,725,147	4,109,610
Other Outgo (71XX-72XX, 74XX-7499)	157,410	24,908	182,318	173,905	24,908	198,813	175,000	-	175,000	175,000	-	175,000	175,000	-	175,000	175,000	-	175,000	175,000	-	175,000
Support Costs, Indirect (73XX)	(6,329,955)	5,145,540	(1,184,415)	(5,998,341)	4,825,732	(1,172,609)	(5,788,630)	4,716,141	(1,072,489)	(5,788,630)	4,716,141	(1,072,489)	(5,788,630)	4,663,743	(1,124,887)	(5,788,630)	4,663,743	(1,124,887)	(5,788,630)	4,663,743	(1,124,887)
Total	362,287,719	168,968,796	531,256,515	356,541,449	154,474,320	511,015,769	348,227,995	149,127,812	497,355,807	352,111,481	139,171,929	491,283,410	358,378,797	137,200,235	495,579,032	364,419,618	139,071,124	503,490,742	367,581,976	141,058,641	508,640,617
Other Sources & Uses																					
Transfers In and Other Sources (8XXX)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers Out and Other Uses (7XXX)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Contributions (8XXX)	(70,090,190)	70,090,190	-	(68,556,495)	68,556,495	-	(70,461,023)	70,461,023	-	(72,469,512)	72,469,512	-	(74,486,921)	74,486,921	-	(76,370,868)	76,370,868	-	(80,467,370)	80,467,370	-
Total Other	(70,090,190)	70,090,190	-	(68,556,495)	68,556,495	-	(70,461,023)	70,461,023	-	(72,469,512)	72,469,512	-	(74,486,921)	74,486,921	-	(76,370,868)	76,370,868	-	(80,467,370)	80,467,370	-
Total Expenditures and Other	432,377,909	98,878,606	531,256,515	425,097,944	85,917,825	511,015,769	418,689,018	78,666,789	497,355,807	424,580,993	66,702,417	491,283,410	432,865,718	62,713,314	495,579,032	440,790,486	62,700,256	503,490,742	448,049,346	60,591,271	508,640,617
Net Increase (Decrease) In Fund Balance	(20,493,823)	(8,692,865)	(29,186,688)	(11,313,966)	1,601,146	(9,712,820)	(2,478,687)	(17,043,300)	(19,521,987)	1,235,583	(6,077,582)	(4,841,999)	2,308,381	(2,097,031)	211,350	4,034,848	(2,097,031)	1,937,817	(4,864,430)	-	(4,864,430)
Ending Balance	21,147,332	24,554,620	45,701,952	30,327,189	34,848,631	65,175,820	27,848,502	17,805,331	45,653,833	29,084,085	11,727,749	40,811,834	31,392,466	9,630,718	41,023,184	35,427,314	7,533,687	42,961,001	30,562,884	7,533,687	38,096,571
Reserve for Economic Uncertainty			10,625,140			10,220,320			19,894,240			19,651,340			19,823,170			20,139,630			20,345,630



Memorandum of Understanding Crossing Guards

September 3, 2019

Presented by Mays Kakish

Chief Business Officer and Governmental Relations

Riverside Unified School District

**Partnering with the City of Riverside
to continue to provide Crossing Guards
in Riverside Unified School District.**



Riverside Unified School District

Crossing Guard Services within City Limits						
		Year 1	Year 2	Year 3	Year 4	Year 5
Contracted Rates		2019/20	2020/21	2021/22	2022/23	2023/24
<u>Fixed - Cost of one Location</u>	Per Hour	\$18.36	\$20.99	\$21.69	\$23.04	\$23.69
	Per Day (4 hours daily)	\$73.44	\$83.96	\$86.76	\$92.16	\$94.76
	Per Year (standard 180-day year)	\$13,220	\$15,113	\$15,617	\$16,589	\$17,057
<u>Variable</u>	# of Locations	49	49	49	49	49
	Gross Contract Cost	\$647,780	\$740,537	\$765,233	\$812,861	\$835,793
<u>Cost Sharing</u>		Year 1	Year 2	Year 3	Year 4	Year 5
		2019/20	2020/21	2021/22	2022/23	2023/24
Percentage Split (City/RUSD)		90/10	75/25	50/50	50/50	50/50
City \$		583,002	\$ 555,403	\$ 382,617	\$ 406,431	\$ 417,897
RUSD \$		64,778	\$ 185,134	\$ 382,617	\$ 406,431	\$ 417,897
Footnotes:						
1. Crossing guard services are only for summer school.						

Footnotes:

1) Traditional school year only, no summer school.

*Amounts listed are estimates; parties total cost sharing responsibilities will be based on actual costs incurred for the crossing guard services.



**MEMORANDUM OF UNDERSTANDING
FOR REIMBURSEMENT OF CROSSING GUARD SERVICES
RIVERSIDE UNIFIED SCHOOL DISTRICT**

This Memorandum of Understanding for Reimbursement of Crossing Guard Services ("MOU") is entered into on this 3rd day of September, 2019 ("Effective Date"), by and between the CITY OF RIVERSIDE, a California charter city and a municipal corporation ("City") and the RIVERSIDE UNIFIED SCHOOL DISTRICT, a California public school district ("District"). Hereinafter, the City and the District may be referred to collectively as the "Parties."

RECITALS

- A. The District operates multiple public schools within the jurisdictional boundaries of the City;
- B. For several years, the City has provided for crossing guard services at multiple locations near District schools;
- C. On July 16, 2019, the City Council approved a Professional Consultant Services Agreement with All City Management Services, Inc. ("Crossing Guard Agreement") to provide crossing guard services at District locations ("Services"); and
- D. City and District desire to enter into this MOU to share the costs of the Services associated with the Crossing Guard Agreement.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations herein, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

- 1. **Term.** This MOU shall be effective on the date first written above and shall remain in effect until June 30, 2024, unless otherwise terminated pursuant to the provisions herein.
- 2. **Services.** City has contracted with All City Management Services, Inc. to provide the crossing guard services at District locations ("Services") in accordance with the Professional Consultant Services Agreement dated July 16, 2019 ("Crossing Guard Agreement"). City shall manage the Crossing Guard Agreement during the term of this MOU, except that City and District shall reasonably cooperate to find cost saving measures in the Services performed. City reserves the right to manage and control the Crossing Guard Agreement, including but not limited to, its duration and termination.
- 3. **Compensation.** District shall reimburse City for the performance of the Services during the initial term of this MOU in accordance with the Cost Sharing Schedule attached hereto as Exhibit "A" and incorporated herein by this reference, unless an increase is agreed to by the parties. District shall reimburse City for the Services performed on a monthly basis in accordance with the provisions of the Cost Sharing Schedule.

District will reimburse City based on its percentage of responsibility for the actual costs incurred under the Crossing Guard Agreement in accordance with the Cost Sharing Schedule. No more than monthly, City shall submit an invoice to District with supporting documents, by the tenth day of the following month for actual Services performed. District shall reimburse the City for the costs shown on the invoice no later than thirty (30) days after the date of each invoice.

4. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

Public Works Department
City of Riverside
Attn: Public Works Director
3900 Main Street, 4th Floor
Riverside, Ca 92522

To District

Riverside Unified School District
Attn: Mays Kakish
3380 14th Street
Riverside, CA 92501

5. **Nondiscrimination.** Except as provided in Section 12940 of the California Government Code, City and District shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical handicap, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex or sexual orientation, genetic information, gender, gender identity, gender expression, veteran or military status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment. Parties shall also comply with the requirements of the Americans with Disabilities Act in the performance of the MOU.

6. **Defense Obligation.** District agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "City Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the District, or of anyone employed by or working under the District, or 2) any breach of the MOU by the District. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the City Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the City Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. District agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of District and shall survive the termination of this MOU.

City agrees, at its cost and expense, to promptly defend the District, and the District's employees, officers, managers, agents and council members (collectively the "District Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings,

administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the City, or of anyone employed by or working under the City, or 2) any breach of the MOU by the City. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the District Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the District Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. City agrees to provide this defense immediately upon written notice from the District, and with well qualified, adequately insured and experienced legal counsel acceptable to District. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of City and shall survive the termination of this MOU.

7. **Indemnity.** Except as to the sole negligence or willful misconduct of the City, District agrees to indemnify, protect and hold harmless the City and the City's employees, officers, managers, agents, and Council Members ("City Indemnified Parties") from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of this MOU, or anyone employed by or working under the District or for services rendered to District in the performance of this MOU, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the District or anyone employed or working under the District.

Except as to the sole negligence or willful misconduct of the District, City agrees to indemnify, protect and hold harmless the District and the District's employees, officers, managers, agents, and Board Members ("District Indemnified Parties") from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of this MOU, or anyone employed by or working under the District or for services rendered to City in the performance of this MOU, notwithstanding that the District may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the City or anyone employed or working under the City.

8. **Waiver.** No action or failure to act by the City and/or District shall constitute a waiver of any right or duty afforded the Parties under this MOU, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this MOU or as may be otherwise agreed in writing.

9. **Amendments.** This MOU may be modified or amended only by a written agreement executed by the District and City.

10. **Time of Essence.** Time is of the essence for each and every provision of this MOU.

11. **Termination.** Upon thirty (30) days' written notice, City shall have the right to terminate this MOU at any time. In the event of such termination, City will submit City's final written statement of the amount of costs due under this MOU prorated to the date of termination. Any excess funds in the City's possession will be returned to the District within thirty (30) days of the date of termination. Notwithstanding the above, City may terminate this MOU upon fifteen (15) days written notice to District, in the event (i) District substantially fails to perform or materially breaches the MOU; or (ii) City decides to abandon, postpone, or terminate the Crossing Guard Agreement.

12. **Venue.** Any action at law or in equity brought by either of the Parties hereto for the purpose of enforcing a right or rights provided for by this MOU shall be tried in the Superior Court of California, County of Riverside and the Parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

13. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this MOU shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this MOU is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this MOU and shall not affect any other provision, term, condition, covenant and/or restriction of this MOU, and the remainder of the MOU shall continue in full force and effect.

14. **Authority.** The individuals executing this MOU and the instruments referenced herein on behalf of District and City each represent and warrant that they have the legal power, right and actual authority to bind District and City to the terms and conditions hereof and thereof.

15. **Entire Agreement.** This MOU constitutes the final, complete, and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this MOU, and supersedes all prior and contemporaneous understandings or agreements of the Parties. Neither party has been induced to enter into this MOU and neither party is relying on, any representation or warranty outside those expressly set forth in this MOU.

16. **Interpretation.** City and District acknowledge and agree that this MOU is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this MOU. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the MOU or any of its terms. Reference to section numbers, are to sections in the MOU unless expressly stated otherwise. This MOU shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this MOU.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed the day and year first above written.

CITY OF RIVERSIDE, a
California charter city and
municipal corporation

RIVERSIDE UNIFIED SCHOOL
DISTRICT, a California public school
district

By: _____
City Manager

By: _____
Chief Business Officer

Attest:

By: _____
City Clerk

Approved as to form:

Approved as to form:

By: _____
Deputy City Attorney

By: _____
General Counsel

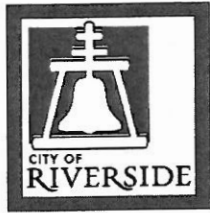
Exhibit "A"

Cost Sharing Schedule

Crossing Guard Services within City Limits					
Contracted Rates	Year 1 2019/20	Year 2 2020/21	Year 3 2021/22	Year 4 2022/23	Year 5 2023/24
<u>Fixed - Cost of one Location</u>					
Per Hour	\$18.36	\$20.99	\$21.69	\$23.04	\$23.69
Per Day (4 hours daily)	\$73.44	\$83.96	\$86.76	\$92.16	\$94.76
Per Year (standard 180-day year)	\$13,220	\$15,113	\$15,617	\$16,589	\$17,057
<u>Variable</u>					
# of Locations	49	49	49	49	49
Gross Contract Cost	\$647,780	\$740,537	\$765,233	\$812,861	\$835,793
Cost Sharing	Year 1 2019/20	Year 2 2020/21	Year 3 2021/22	Year 4 2022/23	Year 5 2023/24
<div> <div>Percentage Split</div> <div>(City/RUSD)</div> <div> <div>90/10</div> <div>75/25</div> <div>50/50</div> <div>50/50</div> <div>50/50</div> </div> </div>					
City	\$ 583,002	\$ 555,403	\$ 382,617	\$ 406,431	\$ 417,897
RUSD	\$ 64,778	\$ 185,134	\$ 382,617	\$ 406,431	\$ 417,897
Footnotes: 1) Traditional school year only, no summer school.					

*Amounts listed are estimates; parties total cost sharing responsibilities will be based on actual costs incurred for the crossing guard services.

School District	Cities, Counties & Districts Covered by Service	Cost Sharing
Alvord Unified School District	<ul style="list-style-type: none"> Riverside Other 	<ul style="list-style-type: none"> City pays 100% of costs for city locations District pays 100% of costs for non-Riverside locations (through June 2019)
Riverside Unified School District	<ul style="list-style-type: none"> Riverside 	<ul style="list-style-type: none"> City pays 100% of costs for city locations (through June 2019)
Moreno Valley School District	<ul style="list-style-type: none"> Moreno Valley 	<ul style="list-style-type: none"> City pays 100% of costs for city locations
Vale Verde School District	<ul style="list-style-type: none"> Southern Moreno Valley 	<ul style="list-style-type: none"> District pays 100% of costs
Cucamonga School District	<ul style="list-style-type: none"> Rancho Cucamonga 	<ul style="list-style-type: none"> City pays 100% of costs for city locations
Tustin Unified School District	<ul style="list-style-type: none"> Tustin 	<ul style="list-style-type: none"> City pays 100% of costs for city locations
Upland Unified School District	<ul style="list-style-type: none"> Upland 	<ul style="list-style-type: none"> City pays 100% of costs for city locations
West Covina Unified School District	<ul style="list-style-type: none"> West Covina 	<ul style="list-style-type: none"> City pays 100% of costs for city locations
Placentia-Yorba Linda Unified School District	<ul style="list-style-type: none"> Yorba Linda Placentia 	<ul style="list-style-type: none"> City pays 100% of costs for city locations City pays 5 locations
Corona-Norco Unified School District	<ul style="list-style-type: none"> Corona Eastvale Jurupa Valley Norco Riverside County Sycamore Creek HOA 	<ul style="list-style-type: none"> City pays 50% of costs for city locations City pays 50% of costs for city locations City does not contribute City pays 50% of costs for city locations County does not contribute HOA pays 100% of costs for HOA locations
Fontana Unified School District	<ul style="list-style-type: none"> Fontana Etiwanda School District 	<ul style="list-style-type: none"> City pays 50% of costs for city locations District pays 50% of costs for district locations
Ontario-Montclair School District	<ul style="list-style-type: none"> Montclair Ontario 	<ul style="list-style-type: none"> City pays 33% of the total contract City pays 33% of the total contract
Redlands Unified School District	<ul style="list-style-type: none"> Redlands 	<ul style="list-style-type: none"> City pays 50% of costs for city locations
Jurupa Valley Unified School District	<ul style="list-style-type: none"> Unincorporated County 	<ul style="list-style-type: none"> District pays 100% of costs
East Whittier School District Lowell Joint School District Whittier City School District	<ul style="list-style-type: none"> Whittier 	<ul style="list-style-type: none"> Districts pay 100% of costs effective 7/1/19



City of Arts & Innovation

City Council Memorandum

TO: HONORABLE MAYOR AND CITY COUNCIL DATE: JULY 16, 2019

FROM: PUBLIC WORKS DEPARTMENT WARDS: ALL

SUBJECT: SCHOOL CROSSING GUARD SERVICES UPDATE AND COST SHARING
OPTIONS WITH RIVERSIDE AND ALVORD UNIFIED SCHOOL DISTRICTS; AND
CONSIDER APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT FOR
CROSSING GUARD PROGRAM MANAGEMENT SERVICES WITH ALL CITY
MANAGEMENT SERVICES, INC. FOR A FIVE YEAR TERM IN AN AMOUNT NOT
TO EXCEED \$4,966,041.60 – RFP 1873

ISSUES:

That the City Council receive an update on school crossing guard service cost sharing options with Riverside and Alvord Unified School Districts and consider approval of a Professional Services Agreement for Crossing Guard Program Management Services with All City Management Services, Inc. from Santa Fe Springs, CA for a five year term in an amount not to exceed \$4,966,041.60.

RECOMMENDATIONS:

That the City Council:

1. Receive an update and provide input on school crossing guard services cost sharing options with Riverside and Alvord Unified School Districts;
2. Select Option D as the preferred cost sharing option for crossing guard services with Riverside and Alvord Unified School Districts, which provides a gradual reduction in City contribution from 50% to 0 over a five-year period;
3. Direct staff to negotiate Memorandums of Understanding with Alvord and Riverside Unified School Districts for Cost Sharing of Crossing Guard Services in accordance with the terms provided in Option D;
4. Authorize the City Manager to execute the Memorandums of Understanding with Alvord and Riverside Unified School Districts for Cost Sharing of Crossing Guard Services in accordance with the terms provided in Option D over a five year contract term;
5. Approve a Professional Consultant Services Agreement for Crossing Guard Program Management Services with All City Management Services, Inc. in an amount not to exceed \$4,966,041.60 for a five year term with an option to extend for one additional two year term;

6. Authorize the City Manager or his designee to execute the Professional Consultant Services Agreement with All City Management Services, Inc., including making minor and non-substantive changes and contract extensions.

BACKGROUND:

Prior to 2014, the Public Works Department was responsible for staffing and managing the City's crossing guard program. Due to a series of challenges associated with the program, including citywide staffing reductions following the Great Recession, difficulties recruiting and retaining part-time guards, and an increase in liability associated with workplace injuries, the City Council authorized issuance of a request for proposals (RFP) on December 3, 2013 for the management and provision of crossing guard services within the City. On April 15, 2014, the City Council approved a five-year contract with All City Management Services, Inc. (ACMS), which expired on June 30, 2019. The City has funded crossing guard services at 100% through June 30, 2019.

DISCUSSION:

On May 14, 2019, staff brought a new contract proposal for crossing guard services before the City Council for a five year term with an option to extend for one additional two year term in an amount not to exceed \$4,966,041.60, which covers up to 64 locations at 43 schools for Riverside Unified School District (RUSD) and Alvord Unified School District (AUSD) and two parochial schools. During that discussion, City staff indicated that based on findings from an informal survey of 50 agencies, many are exploring cost sharing models with school districts for crossing guard services. Since the last meeting, staff has received additional information. Of the cities surveyed, 24 are currently funding either a majority or all of the cost of crossing guard services. Of those 24 cities, 20 have indicated they are actively considering cost sharing models.

At the May 14, 2019 meeting, in response to budgetary constraints facing the City, City Council rejected the contract, directed staff to explore cost sharing models with both AUSD and RUSD, and to return with an update prior to the beginning of the next school year. AUSD's students return on August 8 and RUSD students return on August 9 (7th grade) and August 12 (all other students).

Subsequently, on May 21, 2019 and June 18, 2019, the Finance Department presented to the City Council mid-cycle budget updates to the City's two year budget and five year plan. In addition, the Finance Committee has been briefed multiple times regarding short and long-term financial impacts resulting from California Public Employees Retirement System liability to the General Fund, which impacts are substantial.

Cost Sharing Options

The cost sharing options outlined below are based on input received from City Council at the May 14, 2019 meeting, consideration of budgetary constraints, feedback from RUSD and AUSD, as well as cost sharing trends noted from survey feedback of other cities.

Representatives from the City Manager's office and the Public Works Department met with Alvord Unified School District on June 11, 2019 where we discussed budget constraints, crossing locations and cost sharing scenarios. While staff had a meeting with RUSD representatives scheduled for June 25, 2019, RUSD requested to reschedule for August 6, 2019. However, in order to provide timely information to RUSD, the City Manager's office spoke with the Assistant

Superintendent by phone on July 2, 2019 to present the situation and options below and to solicit feedback from the District.

The table below outlines several options for City Council consideration with both City and School District preferences highlighted according to the key below.

'Key' to Preferences

RUSD and AUSD Preference
City Staff Recommendation

Options		City Share	District Share
A – No city contribution	All Years	0%	100%
B – Equal cost share	All Years	50%	50%
C – Gradual cost share to 50%	Year 1	90%	10%
	Year 2	80%	20%
	Year 3	70%	30%
	Year 4	60%	40%
	Year 5	50%	50%
D – Gradual reduction in City contribution (from 50% to 0)	Year 1	50%	50%
	Year 2	40%	60%
	Year 3	30%	70%
	Year 4	15%	85%
	Year 5	0%	100%

Some cities, such as Whittier, have recently eliminated program funding altogether. AUSD funds 100% of crossing guard services in unincorporated Riverside County areas. RUSD utilizes parent volunteers at two locations outside of the City of Riverside.

Intersection Improvements Resulting in Location and Cost Reduction

The City has funded 64 locations for both Districts for a number of years. Traffic Engineering recently reviewed the locations to identify whether safety improvements (i.e. updates/delays to signal timing for added pedestrian safety, flashing LED stop signs) had been implemented since the program began. As a result of that review, several potential locations were proposed for AUSD and RUSD to consider for reducing services. Based on staff conversations with the school districts, **both AUSD and RUSD support a reduction in locations.**

For illustration purposes, the following cost assumptions reflect a reduction of five locations for RUSD and AUSD (10 total), which would result in an immediate contract reduction in the amount of approximately \$776,000 over the five year period.

Contract Rates (Fixed Per Location)	Year 1 2019/20	Year 2 2020/21	Year 3 2021/22	Year 4 2022/23	Year 5 2023/24
• Per Hour	\$18.36	\$20.99	\$21.69	\$23.04	\$23.69
• Per Day (4 hrs)	\$73.44	\$83.96	\$86.76	\$92.16	\$94.76
• Per Year (180 days) ^{1, 2}	\$13,220	\$15,113	\$15,617	\$16,589	\$17,057
# of Locations (Variable)	54	54	54	54	54
Total Cost – 54 Locations	\$713,880	\$816,102	\$843,318	\$895,806	\$921,078

1. 180 Days is a standard school year and does not include summer school.

2. Figures may be rounded for illustrative purposes.

Cost Scenarios (based on 54 locations)

The following table shows the costs for the City and each school district for the Options outlined previously with reduced locations based on traffic improvements discussed above. RUSD and AUSD prefer Option C, highlighted in yellow. Based on the critical state of the City's projected five year financial position, staff is recommending Option D, highlighted in blue.

		Year 1 2019/20	Year 2 2020/21	Year 3 2021/22	Year 4 2022/23	Year 5 2023/24
OPTION A Schools pay 100%	City	\$ -	\$ -	\$ -	\$ -	\$ -
	AUSD	\$132,200	\$151,130	\$156,170	\$165,890	\$170,570
	RUSD	\$581,680	\$664,972	\$687,148	\$729,916	\$750,508

OPTION B Schools pay 50% City pays 50%	City	\$356,940	\$408,051	\$421,659	\$447,903	\$460,539
	AUSD	\$66,100	\$ 75,565	\$ 78,085	\$ 82,945	\$ 85,285
	RUSD	\$290,840	\$332,486	\$343,574	\$364,958	\$375,254

OPTION C Gradual cost share to 50%	City	\$642,492	\$652,882	\$590,323	\$537,484	\$460,539
	AUSD	\$ 13,220	\$ 30,226	\$ 46,851	\$ 66,356	\$ 85,285
	RUSD	\$ 58,168	\$132,994	\$206,144	\$291,966	\$375,254

OPTION D	City	\$356,940	\$326,441	\$252,995	\$134,371	\$ -
Gradual elimination of	AUSD	\$ 66,100	\$ 90,678	\$109,319	\$141,007	\$170,570
City contribution (50% to 0%)	RUSD	\$290,840	\$398,983	\$481,004	\$620,428	\$750,508

Total Annual Cost	\$ 713,880	\$ 816,102	\$ 843,318	\$ 895,806	\$ 921,078
<i>Figures may be rounded</i>					

Contract Considerations

During the May 14, 2019 City Council discussion, questions arose as to the flexibility of the proposed contract terms. Staff has consulted with the City Attorney's office and the contract language provides sufficient flexibility to modify the program as needed.

1. **Compensation:** Section 3 – Compensation/Payment is written as a “not to exceed” or maximum contract amount.
 - a. Crossing guard services are billed on an invoice basis for locations actually served which provides staff and the Districts the ability to reduce locations with minimal notice to the Contractor.
2. **Termination:** Section 25 – City and Contractor have the right to terminate any or all services at any time with 30 days’ notice. Additionally, the contract provides the City the option to terminate the contract with **15 days written notice** if the.... “City decides to abandon or postpone the Project.”
 - a. Because this is a City Council approved contract, any termination of the contract from the City would require City Council approval.
3. **Exhibit A – Scope of Work – Additional Requirements.** Sections B(IV) and B(V) states “Locations may be added/**subtracted** at the request of the City. Company will adjust the service hours and service locations as needed to accommodate any such requests. Adjusted hours and locations shall be adjusted at the rate provided in Section 11.g., Pricing.” “The City

may remove crossing guard locations and/or reduce crossing guard hours at a location following 24-hour prior written notice to Company.”

- a. Given the nature of crossing guard services, changes in traffic patterns, financial conditions, population or other unforeseen conditions, the scope of work was drafted with flexibility in mind.

If the contract is approved, these provisions provide the City with flexibility to modify or terminate the program as needed.

The Purchasing Manager concurs that the recommendations are in compliance with Purchasing Resolution 23256.

FISCAL IMPACT:

The Fiscal Impact depends on the Option selected and the number of intersections. The following table reflects General Fund savings and city cost for the number of locations serviced through June, 2019 (64) and for the agreed upon reduction in locations (54):

	General Fund Savings		City Cost	
	64 locations	54 locations	64 locations	54 locations
Option A – Schools pay 100%	\$4,966,042	\$4,190,098	\$0	\$0
Option B – Equal Cost share (50/50)	\$2,483,072	\$2,095,092	\$2,483,072	\$2,095,092
Option C – Gradual cost share (100% to 50%)	\$1,548,403	\$1,306,465	\$3,417,741	\$2,883,719
Option D – Gradual funding reduction (50% - 0%)	\$3,697,110	\$3,119,437	\$1,269,034	\$1,070,747

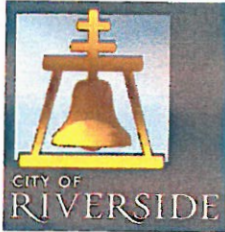
**Figures may be rounded for illustrative purposes.*

Funds are available to cover any option selected in the FY 2019/20 Public Works' Non-Departmental Crossing Guards Professional Services account number 7241500-421000. Appropriations for future fiscal years will be included in the Department's Budget submissions for those fiscal years to be presented to the City Council for approval.

Prepared by: Kris Martinez, Public Works Director
 Certified as to
 availability of funds: Edward Enriquez, Chief Financial Officer/Treasurer
 Approved by: Rafael Guzman, Assistant City Manager
 Approved as to form: Gary G. Geuss, City Attorney

Attachments:

1. Agreement
2. Cost Sharing Survey Results
3. Presentation



CROSSING GUARD PROGRAM SERVICES

Public Works Department

City Council
July 16, 2019

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BACKGROUND

1. May 14, 2019 – Staff presented a new 5-year crossing guard services contract in an amount not to exceed \$4.966 million with 100% funding from the City; and
2. Given anticipated fiscal challenges, City Council rejected the contract and directed staff to discuss cost sharing with Riverside and Alvord Unified School Districts and return with an update before school starts in early to mid August.



2

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SCHOOL DISTRICT DISCUSSION

1. Cost saving ideas:

- a. Consider reducing locations based on Traffic Engineering's review of traffic crossing safety improvements;
- b. Reduction of 5 locations presented for each District; and
- a. Memorandum of Understanding for Cost Sharing.



3



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CONTRACT RATES

Contract Rates	Year 1 2019/20	Year 2 2020/21	Year 3 2021/22	Year 4 2022/23	Year 5 2023/24
• Per Hour	\$18.36	\$20.99	\$21.69	\$23.04	\$23.69
• Per Day (4 hrs)	\$73.44	\$83.96	\$86.76	\$92.16	\$94.76
• Per Year (180 days) ¹	\$13,220	\$15,113	\$15,617	\$16,589	\$17,057
# of Locations (Variable)	54	54	54	54	54

Annual City Cost @ (100% contribution)²

\$713,880	\$816,102	\$843,318	\$895,806	\$921,078
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1. 180 Days is a standard school year and does not include summer school.
2. Numbers may be rounded for illustrative purposes.

4



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COST SHARING OPTIONS

Options		City Share	District Share
A – No city contribution	All Years	0%	100%
B – Equal cost share	All Years	50%	50%
C – Gradual cost share to 50%	Year 1	90%	10%
	Year 2	80%	20%
	Year 3	70%	30%
	Year 4	60%	40%
	Year 5	50%	50%
D – Gradual elimination of City contribution (50% - 0%)	Year 1	50%	50%
	Year 2	40%	60%
	Year 3	30%	70%
	Year 4	15%	85%
	Year 5	0%	100%



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COST SHARING OPTIONS

(BASED ON 54 LOCATIONS – A REDUCTION OF 5 LOCATIONS PER SCHOOL DISTRICT)

		Year 1 2019/20	Year 2 2020/21	Year 3 2021/22	Year 4 2022/23	Year 5 2023/24
OPTION A Schools pay 100%	City	\$ -	\$ -	\$ -	\$ -	\$ -
	AUSD	\$132,200	\$151,130	\$156,170	\$165,890	\$170,570
	RUSD	\$581,680	\$664,972	\$687,148	\$729,916	\$750,508
OPTION B Schools pay 50%	City	\$356,940	\$408,051	\$421,659	\$447,903	\$460,539
	AUSD	\$66,100	\$75,565	\$78,085	\$82,945	\$85,285
	RUSD	\$290,840	\$332,486	\$343,574	\$364,958	\$375,254
OPTION C Gradual cost share to 50%	City	\$ 642,492	\$ 652,882	\$ 590,323	\$ 537,484	\$ 460,539
	AUSD	\$ 13,220	\$ 30,226	\$ 46,851	\$ 66,356	\$ 85,285
	RUSD	\$ 58,168	\$ 132,994	\$ 206,144	\$ 291,966	\$ 375,254
OPTION D Gradual elimination of City contribution	City	\$ 356,940	\$ 326,441	\$ 252,995	\$ 134,371	\$ -
	AUSD	\$ 66,100	\$ 90,678	\$ 109,319	\$ 141,007	\$ 170,570
	RUSD	\$ 290,840	\$ 398,983	\$ 481,004	\$ 620,428	\$ 750,508



Total Annual Cost	\$713,880	\$816,102	\$843,318	\$895,806	\$921,078
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CONTRACT CONSIDERATIONS

1. Compensation (Section 3)
 - a. Not to exceed (i.e. maximum amount)
 - b. Only billed for locations served
2. Termination (Section 25)
 - a. City can cancel with 30 or 15 day written notice
 - b. Cancellation would require City Council approval
3. Exhibit A – Scope of Work (Sections B(IV) and B(V))
 - a. Locations may be added or SUBTRACTED



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CITY FISCAL IMPACT

	General Fund Savings		City Cost	
	64 locations	54 locations	64 locations	54 locations
Option A – Schools pay 100%	\$4,966,042	\$4,190,098	\$0	\$0
Option B – Equal Cost share (50/50)	\$2,483,072	\$2,095,092	\$2,483,072	\$2,095,092
Option C – Gradual cost share (100% to 50%)	\$1,548,403	\$1,306,465	\$3,417,741	\$2,883,719
Option D – Gradual funding reduction (50% - 0%)	\$3,697,110	\$3,119,437	\$1,269,034	\$1,070,747

*Figures may be rounded for illustrative purposes.



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RECOMMENDATIONS

That the City Council:

1. Receive an update and provide input on school crossing guard services cost sharing options with Riverside and Alvord Unified School Districts;
2. Select Option D as the preferred cost sharing option for crossing guard services with Riverside and Alvord Unified School Districts, which provides a gradual reduction in City contribution from 50% to 0 over a five-year period;
3. Direct staff to negotiate Memorandums of Understanding with Alvord and Riverside Unified School Districts for Cost Sharing of Crossing Guard Services in accordance with the terms provided in Option D;



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RECOMMENDATIONS

4. Authorize the City Manager to execute the Memorandums of Understanding with Alvord and Riverside Unified School Districts for Cost Sharing of Crossing Guard Services in accordance with the terms provided in Option D over a five year contract term;
5. Approve a Professional Consultant Services Agreement for Crossing Guard Program Management Services with All City Management Services, Inc. in an amount not to exceed \$4,966,041.60 for a five year term with an option to extend for one additional two year term; and



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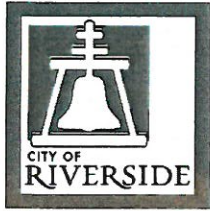
RECOMMENDATIONS

6. Authorize the City Manager or his designee to execute the Professional Consultant Services Agreement with All City Management Services, Inc., including making minor and non-substantive changes and contract extensions.



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City of Arts & Innovation

City Council Memorandum

TO: HONORABLE MAYOR AND CITY COUNCIL DATE: MAY 14, 2019

FROM: PUBLIC WORKS DEPARTMENT WARDS: ALL

SUBJECT: RFP NO. 1873 - PROFESSIONAL CONSULTANT SERVICES AGREEMENT FOR CROSSING GUARD SERVICES WITH ALL CITY MANAGEMENT SERVICES, INC. THROUGH JUNE 30, 2024 IN THE AMOUNT OF \$4,966,042

ISSUE:

Approve a Professional Consultant Services Agreement with All City Management Services, Inc. for Crossing Guard Program Management Services in the amount of \$4,966,042 through June 30, 2024.

RECOMMENDATIONS:

That the City Council:

1. Approve a Professional Consultant Services Agreement for Crossing Guard Program Management Services with All City Management Services, Inc. in the amount of \$4,966,042 for a term of July 1, 2019 through June 30, 2024 with the option to extend for one additional two year term; and
2. Authorize the City Manager, or his designee, to execute the Professional Consultant Services Agreement with City Management Services, Inc., including contract extensions and making minor and non-substantive changes.

BACKGROUND:

Prior to 2014, the Public Works Department was responsible for staffing and managing the City's crossing guard program. However, due to a series of challenges associated with the program, including Citywide staffing reductions following the Great Recession, difficulties recruiting and retaining part-time guards, and an increase in liability associated with workplace injuries, the City Council authorized issuance of a request for proposals on December 3, 2013 for the management and provision of crossing guard services within the City. On April 15, 2014, the City Council approved a five-year contract with All City Management Services, Inc. (ACMS), which expires on June 30, 2019.

DISCUSSION:

Proposal Process

With the current ACMS agreement set to end on June 30, 2019, the City issued a new Request for Proposal (RFP 1873) on October 11, 2018, for the management and provision of full service crossing guard services within the City. In response to the RFP, two proposals were received and evaluated by the Public Works Department. The proposal from ACMS, the City's current provider, was deemed responsive and to be the most qualified firm. City staff have been satisfied with the services provided by ACMS since 2014.

ACMS has more than 30 years of experience managing crossing guard programs and provides extensive crossing guard services and program management to multiple other Southern California agencies, including the Cities of Aliso Viejo, Glendora, Ontario, Pasadena, Rancho Cucamonga, San Gabriel, Tustin, West Covina, and Yorba Linda, as well as the County of Los Angeles Office of Education, the Fontana Unified School District, the Orange County Sheriff Department, and the Riverside and Alvord Unified School Districts.

City staff conducted a survey of the costs of 50 Southern California agencies that provide crossing guard services. Of those agencies, 30 responded. The City's proposed contract cost is an average 10% lower than responding agencies.

The Purchasing Manager concurs that the recommendation to award is in compliance with Purchasing Resolution 23256.

Scope of Service

Under the City's direction, ACMS will continue to assume complete responsibility for all aspects of the day-to-day operation and management of the City's Crossing Guard Program, including administrative and field operations, to serve the Alvord and Riverside Unified School Districts as well as two parochial schools. The funding for crossing guards is provided entirely by the City. In an effort to manage General Fund expenses, the City has notified both school districts that until further notice, the City does not have funding available for the summer school crossing program. Should one or both districts identify funding or modify their year round schedule to meet the available budget, the City's contractor will be available to provide those services.

Crossing guards are typically stationed near elementary schools as prioritized based on City's Traffic Engineering assessments based on available City funding. The school districts make the final decision where the guards are stationed given the allocated number of guards.

FISCAL IMPACT:

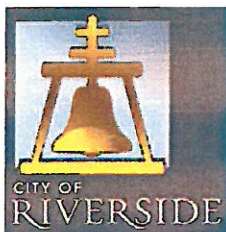
The fiscal impact of this action is \$4,966,042. Sufficient funds for FY 2019/20 are included in Public Works' Non-Departmental Crossing Guards Professional Services account number 7241500-421000.

Prepared by: Kris Martinez, Public Works Director
Certified as to
availability of funds: Edward Enriquez, Chief Financial Officer/Treasurer

Approved by: Rafael Guzman, Assistant City Manager
Approved as to form: Gary G. Geuss, City Attorney

Attachments:

1. Agreement
2. RFP Award Recommendation
3. Presentation



RFP NO. 1873 - CROSSING GUARD PROGRAM SERVICES

Public Works Department

City Council
May 14, 2019

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BACKGROUND

All City Management Services, Inc. (ACMS) is at the end of a 5-year agreement to provide crossing guard services to the City.

1. Staff are satisfied with the quality of services provided; and
2. ACMS absorbed more than \$92,000 in increased salary expenses due to state-mandated minimum wage increases – at no additional cost to the City.₂



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PROPOSAL PROCESS

1. A new Request for Proposal (RFP 1873) was issued on October 11, 2018;
2. Two Proposals were received and evaluated; and
3. ACMS was determined to be the most qualified company.



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ACMS QUALIFICATIONS

1. 34+ years of crossing guard experience.
2. California based - they currently serve dozens of agencies throughout Southern California including:

Corona
Dana Point
Eastvale
Fontana
Garden Grove
Glendora
LA County

La Palma
Monrovia
Montclair
Newport Beach
OC Sheriff
Ontario
Palo Alto

Pasadena
Pomona
Rancho
Cucamonga
San Gabriel
Santa Ana
Tustin



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SCOPE OF SERVICE

Administrative

Recruitment and onboarding (to include LiveScan fingerprinting and background checks), payroll, insurance, and training.



Field

Field staff, logistics, scheduling, supervision, equipment, management, and field inspections.

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COMPENSATION

1. Total cost of the 5-year agreement is \$4,966,042.

1. Crossing Guards will work:

- a) 4 hours per day;
- b) On approximately 180 days per year (based on the school calendar); and
- c) At 64 locations (as determined by the School Districts).



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AGENCY COMPARISONS

50 SoCal agencies were invited to participate in a survey.
60% responded.

Comparison of Hourly Rates					
	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24
Agency Average	\$20.66	\$22.66	\$24.23	\$25.25	--
City of Riverside	\$18.36	\$20.99	\$21.69	\$23.04	\$23.69
Difference	11%	7%	10%	9%	--



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100%
satisfaction
with services

70% are discussing cost-
sharing with other agencies
and/or school districts



20% share the costs
with other agencies
or school districts



83% have
existing ACMS
agreements



Only **3%** locked in
rates on long-term
agreements



60% enter new
agreements annually



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RECOMMENDATIONS

That the City Council:

1. Approve a Professional Services Agreement for Crossing Guard Services with All City Management Services, Inc. for a term of July 1, 2019 through June 30, 2024 with an option to extend for one additional two year term in the amount of \$4,966,042; and
2. Authorize the City Manager, or his designee, to execute the Professional Services Agreement, including contract extensions and making minor and non-substantive changes.



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