

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

ALL CITY MANAGEMENT SERVICES, INC.

[Crossing Guard Program Management Services]

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20____ ("Effective Date"), by and between the CITY OF RIVERSIDE ("City"), a California charter city and municipal corporation and ALL CITY MANAGEMENT SERVICES, INC., a California Corporation ("Consultant").

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference, in conjunction with Crossing Guard Program Management Services ("Project").

2. **Term.** This Agreement shall be effective beginning July 1, 2019 and shall remain in effect until June 30, 2024, with the option to extend for one two year term, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed Four Million Nine Hundred Sixty-Six Thousand Forty-One Dollars and Sixty Cents (\$4,966,041.60) payable in accordance with the terms set forth in Exhibit "B." Said payment shall be made in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

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 Work Dept.
City of Riverside
Attn: Jessica Gordon
3900 Main Street
Riverside, CA 92522

To Consultant

All City Management Services, Inc.
Attn: Harlan Sims
10440 Pioneer Boulevard, Suite 5
Santa Fe Springs, CA 90670

5. **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration.** A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance.** While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel.** Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. **Independent Contractor.** In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

11. Indemnification.

11.1 Design Professional Defined. For purposes of this Agreement, "Design Professional" includes the following:

- A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.
- B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
- C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
- D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

11.2 Defense Obligation For Design Professional Liability. Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant 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. Consultant will reimburse City for reasonable defense costs for claims arising out of Consultant's professional negligence based on the percentage of Consultant's liability. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.3 Indemnity For Design Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the City and the City's employees, officers, managers, agents, and Council Members ("Indemnified Parties") from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding,

damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

11.4 Defense Obligation For Other Than Design Professional Liability.

Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "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 Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant.

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 Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant 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 Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.5 Indemnity For Other Than Design Professional Liability. Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the 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 the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, 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 Consultant or anyone employed or working under the Consultant.

12. Insurance.

12.1 General Provisions. Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

12.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

12.1.2 Ratings. Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 Cancellation. The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

12.1.4 Adequacy. The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

12.2 Workers' Compensation Insurance. By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

12.3 Commercial General Liability and Automobile Insurance. Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.**
- b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.**
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.**

12.4 Errors and Omissions Insurance. Intentionally omitted.

12.5 Subcontractors' Insurance. Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon City's request, Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

13. **Business Tax.** Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

14. **Time of Essence.** Time is of the essence for each and every provision of this Agreement.

15. **City's Right to Employ Other Consultants.** City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

16. **Accounting Records.** Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

17. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City.

18. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City.

19. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of

identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

20. **Conflict of Interest.** Consultant, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

21. **Solicitation.** Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance With Laws.** Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

23. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, 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 Agreement or as may be otherwise agreed in writing.

24. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

25. **Termination.** City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant's final written statement of the amount of Consultant's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City's rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Consultant thirty (30) days' prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days' written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 City decides to abandon or postpone the Project.

26. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **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 Agreement shall be tried in the Superior Court, County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

29. **Nondiscrimination.** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this

Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

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

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

33. **Interpretation.** City and Consultant acknowledge and agree that this Agreement 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 Agreement.

33.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

33.2 This Agreement 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 Agreement.

33.3 In the event of a conflict between the body of this Agreement and Exhibit "A" - Scope of Services hereto, the terms contained in Exhibit "A" shall be controlling.

34. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit "A" - Scope of Services
Exhibit "B" - Compensation
Exhibit "C" - Key Personnel

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation
a California corporation

All City Management Services, Inc.,
a California corporation

By: _____
City Manager

By: _____
Brown Farwell
[Printed Name]
PRESIDENT
[Title]

Attest: _____
City Clerk

Certified as to Availability of Funds:

By: _____
Chief Financial Officer

By: _____
Denetra Farwell
[Printed Name]
Secretary
[Title]

Approved as to Form:

By: _____
Ruthann M. Salera
Deputy City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

ATTACHMENT A

Scope of Services

A. GENERAL PROVISIONS

- I. Company shall monitor, supervise, and assure the safety of all schoolchildren which utilize intersections and crosswalks while moving to, from, and through school zones.
- II. Company will provide all administrative duties associated with managing the Program.
- III. Company shall provide full coordination, staff, scheduling, and overall Program management for all sixty four (64) sites identified in Attachment C at the rate specified in Section 11.g., Pricing.
- IV. Company shall, in their assessment, assign ample Supervisors to ensure effective day to day coordination and management of the Program.
- V. Company shall maintain effective communication with the City, school districts, and other customers to ensure client satisfaction and to review any special event needs or scheduling changes.
- VI. Company shall coordinate and provide emergency site relief via substitute crossing guards as needed to ensure all sites are staffed during the specified hours of service.
- VII. Company shall provide training to crossing guards on any specific policies and procedures necessary to ensure their safety and maintenance of existing service levels.
- VIII. Company shall conduct periodic, at least monthly, field inspection of crossing guards to ensure compliance with City and Company standards and procedures.
- IX. Company shall provide periodic, and at least monthly, operational status report(s) in writing to a designated City Public Works Department representative. At a minimum these monthly status report(s) shall include:
 - a. Summary of any complaints received and the resolution for each.
- X. Company shall implement, with City concurrence, procedures to resolve any identified problems or community complaints.
- XI. Company shall provide all facilities, vehicles, and other associated equipment necessary to implement and manage the Program. Such equipment may include but not be limited to safety-vests, stop signs, whistles, rain gear, and photo-identification badges.
 - a. Crossing guards shall clearly display their photo-identification badge at all times when providing crossing guard service within the City.
- XII. Company shall provide all employees with equipment that complies with all applicable laws and established safety standards.
- XIII. Company shall maintain detailed records and reports as necessary to document that the requirements and provisions specified in the Scope of Services have been fully implemented and maintained. These records shall be made available for inspection and audit by the City at any time.

B. ADDITIONAL REQUIREMENTS

- I. Company agrees to offer employment to current private company crossing guards and retain and utilize them for at least the first twelve (12) calendar months following the effective date of the Program's transition from current private company to Company management as long as individuals perform to a satisfactory level as prescribed by Company's policies and procedures. See Section 11.b., Statement of Understanding and Approach.**

 - a. The Company will provide crossing guard services to adequately staff times and locations listed in Attachment C.**
 - b. These employees shall be subjected to the personnel rules of the Company as it relates to step increases, salary caps, and continued employment.**
 - c. The City makes no representation of employment adequacy of the previously employed employees. Company, at its expense, shall ensure that the previous private company employees, at a minimum, meet the conditions of this proposal as well as any hiring and retention criteria of the Company.**
- II. Company agrees to perform Live Scan fingerprinting and background checks for each existing crossing guard offered employment by Company.**

 - a. Company shall perform Live Scan fingerprinting and background checks for each new hire that will work within the City of Riverside.**
 - b. Company shall notify City in the event Company will not offer employment to any existing crossing guard due to something identified during the background check.**
- III. Any Company employee whose conduct is not satisfactory, as determined by the City, shall be removed from providing services in the City.**
- IV. 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.**
- V. The City may remove crossing guard locations and/or reduce crossing guard hours at a location following 24-hour prior written notice to Company.**
- VI. Company shall investigate all public complaints within one (1) school day concerning crossing guard services. In the event of a complaint, Company shall immediately contact the City Public Works Department representative to convey the nature of the complaint and the course of action to be taken to resolve said complaint.**

C. OPTIONAL SERVICES

- I. To serve as a city ambassador (Observer) and to report livability issues to the City's Call Center on items such as the following:**
 - a. Area: One (1) mile radius of assigned school (Elementary or Middle) – To be determined by the City.**
 - b. Midday: After AM crossing and before PM crossing times.**
 - c. Duration: Two (2) hour maximum**

- II. Expectation: Canvass surrounding neighborhood(s) adjacent to school, submit non-emergency request for services (via telephone call) to the City's Call Center/311 for the following, but not limited to:**
 - a. Public Utilities/Electric**
 - i. Street Lights - broken**
 - b. Public Works/Street Maintenance**
 - i. Sidewalk or Curb - repairs**
 - ii. Pot Holes - repairs**
 - iii. Street Signs - disrepair**
 - iv. Graffiti - removal**
 - c. Public Works/Solid Waste**
 - i. Vacant lots – illegal dumping of trash**
 - d. Public Works/Parking Enforcement and Police Department**
 - i. Abandoned Vehicles (72 hours)**
 - e. Public Works**
 - i. Animals - strays**
 - ii. Shopping Carts - abandoned**
 - f. Public Works/Landscape and Trees Maintenance**
 - i. City Tree - down branches**
 - g. Public Works/Storm Drain Maintenance**
 - i. Storm Drain - backup**
 - h. Public Works/Traffic Signal Maintenance**
 - i. Traffic Signals - broken**

**Attachment C
Crossing Guard Locations**

Location	Crossing	School Name	School District	Monday		Tuesday		Wednesday		Thursday		Friday	
				AM	PM	AM	PM	AM	PM	AM	PM	AM	PM
1 Anita Drive	/ Kanchell Drive	Philip Swadlow Elementary	Ahead Unified	8:00-9:00 AM	2:45-3:30 PM	8:00-9:00 AM	1:30-2:15 PM	8:00-9:00 AM	2:45-3:30 PM	8:00-9:00 AM	2:45-3:30 PM	8:00-9:00 AM	2:45-3:30 PM
2 Arlington Avenue	/ Mitchell Avenue	Remond Kennedy Elementary	Ahead Unified	7:30-8:55 AM	2:45-3:30 PM	7:30-8:55 AM	1:30-2:15 PM	7:30-8:55 AM	2:45-3:30 PM	7:30-8:55 AM	2:45-3:30 PM	7:30-8:55 AM	2:45-3:30 PM
3 Brent Avenue	/ Rutland Avenue	Tamara Elementary	Ahead Unified	7:15-8:15 AM	2:00-2:45 PM	7:15-8:15 AM	12:45-1:30 PM	7:15-8:15 AM	2:00-2:45 PM	7:15-8:15 AM	2:00-2:45 PM	7:15-8:15 AM	2:00-2:45 PM
4 California Avenue	/ Mobley Avenue	Myra Lee Elementary	Ahead Unified	7:10-8:10 AM	2:00-2:45 PM	7:10-8:10 AM	12:45-1:30 PM	7:10-8:10 AM	2:00-2:45 PM	7:10-8:10 AM	2:00-2:45 PM	7:10-8:10 AM	2:00-2:45 PM
5 Campbell Avenue	/ La Sierra Avenue	Twin Hill Elementary	Ahead Unified	7:15-8:15 AM	2:00-2:45 PM	7:15-8:15 AM	12:45-1:30 PM	7:15-8:15 AM	2:00-2:45 PM	7:15-8:15 AM	2:00-2:45 PM	7:15-8:15 AM	2:00-2:45 PM
6 Chatham Avenue	/ Oakton Avenue	Mc Audette Elementary	Ahead Unified	7:15-8:15 AM	2:00-2:45 PM	7:15-8:15 AM	12:45-1:30 PM	7:15-8:15 AM	2:00-2:45 PM	7:15-8:15 AM	2:00-2:45 PM	7:15-8:15 AM	2:00-2:45 PM
7 Collett Avenue	/ Newby Drive	Collett Elementary	Ahead Unified	7:35-9:00 AM	2:45-3:30 PM	7:35-9:00 AM	1:30-2:15 PM	7:35-9:00 AM	2:45-3:30 PM	7:35-9:00 AM	2:45-3:30 PM	7:35-9:00 AM	2:45-3:30 PM
8 Collet Avenue	/ Polk Street	Collet Elementary	Ahead Unified	7:35-9:00 AM	2:45-3:30 PM	7:35-9:00 AM	1:30-2:15 PM	7:35-9:00 AM	2:45-3:30 PM	7:35-9:00 AM	2:45-3:30 PM	7:35-9:00 AM	2:45-3:30 PM
9 Cook Avenue	/ Tyler Street	Myra Lee Elementary	Ahead Unified	7:10-8:10 AM	2:00-2:45 PM	7:10-8:10 AM	12:45-1:30 PM	7:10-8:10 AM	2:00-2:45 PM	7:10-8:10 AM	2:00-2:45 PM	7:10-8:10 AM	2:00-2:45 PM
10 Cypress Avenue	/ Rutland Avenue	Arden Elementary	Ahead Unified	7:15-8:15 AM	2:00-2:45 PM	7:15-8:15 AM	12:45-1:30 PM	7:15-8:15 AM	2:00-2:45 PM	7:15-8:15 AM	2:00-2:45 PM	7:15-8:15 AM	2:00-2:45 PM
11 Filmore Street	/ Indiana Avenue	Overton Elementary	Ahead Unified	8:00-9:00 AM	2:45-3:30 PM	8:00-9:00 AM	1:30-2:15 PM	8:00-9:00 AM	2:45-3:30 PM	8:00-9:00 AM	2:45-3:30 PM	8:00-9:00 AM	2:45-3:30 PM
12 Gramercy Place	/ Popoqui Lane	Valley View Elementary	Ahead Unified	7:15-8:15 AM	2:00-2:45 PM	7:15-8:15 AM	12:45-1:30 PM	7:15-8:15 AM	2:00-2:45 PM	7:15-8:15 AM	2:00-2:45 PM	7:15-8:15 AM	2:00-2:45 PM
13 Koller Avenue	/ Tyler Street	La Grande Elementary	Ahead Unified	7:10-8:10 AM	2:00-2:45 PM	7:10-8:10 AM	12:45-1:30 PM	7:10-8:10 AM	2:00-2:45 PM	7:10-8:10 AM	2:00-2:45 PM	7:10-8:10 AM	2:00-2:45 PM
14 Phelan Avenue	/ Rutland Avenue	Arlene Elementary	Ahead Unified	7:15-8:15 AM	2:00-2:45 PM	7:15-8:15 AM	12:45-1:30 PM	7:15-8:15 AM	2:00-2:45 PM	7:15-8:15 AM	2:00-2:45 PM	7:15-8:15 AM	2:00-2:45 PM
15 Wall Avenue	/ Webster Street	Foot Hill Elementary	Ahead Unified	7:15-8:15 AM	2:00-2:45 PM	7:15-8:15 AM	12:45-1:30 PM	7:15-8:15 AM	2:00-2:45 PM	7:15-8:15 AM	2:00-2:45 PM	7:15-8:15 AM	2:00-2:45 PM
1 6th Street	/ Euclid Avenue	Longfellow Elementary	Riverside Unified	7:40-8:40 AM	2:25-3:10 PM	7:40-8:40 AM	2:25-3:10 PM	7:40-8:40 AM	1:10-1:55 PM	7:40-8:40 AM	2:25-3:10 PM	7:40-8:40 AM	2:25-3:10 PM
2 7th Street	/ Kansas Avenue	Langfellow Elementary	Riverside Unified	7:40-8:40 AM	2:25-3:10 PM	7:40-8:40 AM	2:25-3:10 PM	7:40-8:40 AM	1:10-1:55 PM	7:40-8:40 AM	2:25-3:10 PM	7:40-8:40 AM	2:25-3:10 PM
3 Adams Street	/ Arlington Avenue	Adams Elementary	Riverside Unified	7:30-8:30 AM	2:40-3:25 PM	7:30-8:30 AM	2:40-3:25 PM	7:30-8:30 AM	1:25-2:10 PM	7:30-8:30 AM	2:40-3:25 PM	7:30-8:30 AM	2:40-3:25 PM
4 Adams Street	/ Brunswick Avenue	Adams Elementary	Riverside Unified	7:30-8:30 AM	2:40-3:25 PM	7:30-8:30 AM	2:40-3:25 PM	7:30-8:30 AM	1:25-2:10 PM	7:30-8:30 AM	2:40-3:25 PM	7:30-8:30 AM	2:40-3:25 PM
5 American Drive	/ Bragg Street	Bragg Elementary	Riverside Unified	7:35-8:35 AM	2:25-3:10 PM	7:35-8:35 AM	2:25-3:10 PM	7:35-8:35 AM	1:10-1:55 PM	7:35-8:35 AM	2:25-3:10 PM	7:35-8:35 AM	2:25-3:10 PM
6 Arden Street	/ Arlington Avenue	Victoria Elementary	Riverside Unified	7:00-8:00 AM	1:50-2:35 PM	7:00-8:00 AM	1:50-2:35 PM	7:00-8:00 AM	12:35-1:20 PM	7:00-8:00 AM	1:50-2:35 PM	7:00-8:00 AM	1:50-2:35 PM
7 Ayres Street	/ Barton Street	Amelia Earhart Middle	Riverside Unified	6:50-7:30 AM	ah	6:50-7:30 AM	ah	6:50-7:30 AM	ah	6:50-7:30 AM	ah	6:50-7:30 AM	ah
8 Arlington Avenue	/ Brockton Avenue	Street Calver's	Riverside Unified	6:50-7:35 AM	2:45-3:30 PM	6:50-7:35 AM	2:45-3:30 PM	6:50-7:35 AM	2:45-3:30 PM	6:50-7:35 AM	2:45-3:30 PM	6:50-7:35 AM	2:45-3:30 PM
9 Arlington Avenue	/ California Avenue	Jefferson Elementary	Riverside Unified	7:25-8:25 AM	2:15-3:00 PM	7:25-8:25 AM	2:15-3:00 PM	7:25-8:25 AM	1:00-1:45 PM	7:25-8:25 AM	2:15-3:00 PM	7:25-8:25 AM	2:15-3:00 PM
10 Arlington Avenue	/ Phoenix Avenue	Jefferson Elementary	Riverside Unified	7:25-8:25 AM	2:15-3:00 PM	7:25-8:25 AM	2:15-3:00 PM	7:25-8:25 AM	1:00-1:45 PM	7:25-8:25 AM	2:15-3:00 PM	7:25-8:25 AM	2:15-3:00 PM
11 Barwood Lane	/ Schoolhouse Lane	John F. Kennedy Elementary	Riverside Unified	7:25-8:25 AM	2:15-3:00 PM	7:25-8:25 AM	2:15-3:00 PM	7:25-8:25 AM	1:00-1:45 PM	7:25-8:25 AM	2:15-3:00 PM	7:25-8:25 AM	2:15-3:00 PM
12 Bellvue Avenue	/ Harrison Street	Harrison Elementary	Riverside Unified	7:00-8:00 AM	1:50-2:35 PM	7:00-8:00 AM	1:50-2:35 PM	7:00-8:00 AM	12:35-1:20 PM	7:00-8:00 AM	1:50-2:35 PM	7:00-8:00 AM	1:50-2:35 PM
13 Blair Street	/ Watkins Drive	Highland Elementary	Riverside Unified	7:30-8:30 AM	2:25-3:10 PM	7:30-8:30 AM	2:25-3:10 PM	7:30-8:30 AM	1:10-1:55 PM	7:30-8:30 AM	2:25-3:10 PM	7:30-8:30 AM	2:25-3:10 PM
14 California Avenue	/ Jefferson Street	Jefferson Elementary	Riverside Unified	7:25-8:25 AM	2:15-3:00 PM	7:25-8:25 AM	2:15-3:00 PM	7:25-8:25 AM	1:00-1:45 PM	7:25-8:25 AM	2:15-3:00 PM	7:25-8:25 AM	2:15-3:00 PM
15 Central Avenue	/ Fairbairn Avenue	Alcott Elementary	Riverside Unified	7:30-8:30 AM	2:40-3:25 PM	7:30-8:30 AM	2:40-3:25 PM	7:30-8:30 AM	1:25-2:10 PM	7:30-8:30 AM	2:40-3:25 PM	7:30-8:30 AM	2:40-3:25 PM
16 Central Avenue	/ Riverside Avenue	Padre Elementary	Riverside Unified	7:30-8:30 AM	2:40-3:25 PM	7:30-8:30 AM	2:40-3:25 PM	7:30-8:30 AM	1:25-2:10 PM	7:30-8:30 AM	2:40-3:25 PM	7:30-8:30 AM	2:40-3:25 PM
17 Central Avenue	/ Sumner Avenue	Siena Middle & Our Lady of Perpetual Help	Riverside Unified	7:15-8:20 AM	2:25-3:10 PM	7:15-8:20 AM	2:25-3:10 PM	7:15-8:20 AM	12:35-1:20 PM	7:15-8:20 AM	2:25-3:10 PM	7:15-8:20 AM	2:25-3:10 PM
18 Cole Avenue	/ Kammer Avenue	Mark Twain Elementary	Riverside Unified	7:25-8:25 AM	2:15-3:00 PM	7:25-8:25 AM	2:15-3:00 PM	7:25-8:25 AM	1:00-1:45 PM	7:25-8:25 AM	2:15-3:00 PM	7:25-8:25 AM	2:15-3:00 PM
19 Colorado Avenue	/ Jackson Street	Jackson Elementary	Riverside Unified	7:00-8:00 AM	1:50-2:35 PM	7:00-8:00 AM	1:50-2:35 PM	7:00-8:00 AM	12:35-1:20 PM	7:00-8:00 AM	1:50-2:35 PM	7:00-8:00 AM	1:50-2:35 PM
20 Colorado Avenue	/ Montclair Avenue	Jackson Elementary	Riverside Unified	7:00-8:00 AM	1:50-2:35 PM	7:00-8:00 AM	1:50-2:35 PM	7:00-8:00 AM	12:35-1:20 PM	7:00-8:00 AM	1:50-2:35 PM	7:00-8:00 AM	1:50-2:35 PM
21 Columbia Avenue	/ Orange Street	Freeman Elementary	Riverside Unified	7:15-8:15 AM	2:15-3:00 PM	7:15-8:15 AM	2:15-3:00 PM	7:15-8:15 AM	1:00-1:45 PM	7:15-8:15 AM	2:15-3:00 PM	7:15-8:15 AM	2:15-3:00 PM
22 Delaware Street	/ Madison Street	Madison Elementary	Riverside Unified	7:35-8:35 AM	2:25-3:10 PM	7:35-8:35 AM	2:25-3:10 PM	7:35-8:35 AM	1:10-1:55 PM	7:35-8:35 AM	2:25-3:10 PM	7:35-8:35 AM	2:25-3:10 PM
23 Randolph Avenue	/ Mission Inn Avenue	Longfellow Elementary	Riverside Unified	7:40-8:40 AM	2:25-3:10 PM	7:40-8:40 AM	2:25-3:10 PM	7:40-8:40 AM	1:10-1:55 PM	7:40-8:40 AM	2:25-3:10 PM	7:40-8:40 AM	2:25-3:10 PM
24 Fairchild Drive	/ June Street	Washington Elementary	Riverside Unified	7:25-8:25 AM	2:15-3:00 PM	7:25-8:25 AM	2:15-3:00 PM	7:25-8:25 AM	1:00-1:45 PM	7:25-8:25 AM	2:15-3:00 PM	7:25-8:25 AM	2:15-3:00 PM
25 Outfield Street	/ Monroe Street	Monroe Elementary	Riverside Unified	7:35-8:35 AM	2:25-3:10 PM	7:35-8:35 AM	2:25-3:10 PM	7:35-8:35 AM	1:10-1:55 PM	7:35-8:35 AM	2:25-3:10 PM	7:35-8:35 AM	2:25-3:10 PM
26 Outfield Street	/ Van Buren Boulevard	Liberty Elementary	Riverside Unified	7:35-8:35 AM	2:25-3:10 PM	7:35-8:35 AM	2:25-3:10 PM	7:35-8:35 AM	1:10-1:55 PM	7:35-8:35 AM	2:25-3:10 PM	7:35-8:35 AM	2:25-3:10 PM
27 Golden Rain Road	/ Orange Terrace Parkway	Texas River Elementary	Riverside Unified	7:35-8:35 AM	ah	7:35-8:35 AM	ah	7:35-8:35 AM	ah	7:35-8:35 AM	ah	7:35-8:35 AM	ah
28 Grand Avenue	/ Junco Avenue	Liberty Elementary	Riverside Unified	7:30-8:30 AM	2:25-3:10 PM	7:30-8:30 AM	2:25-3:10 PM	7:30-8:30 AM	1:10-1:55 PM	7:30-8:30 AM	2:25-3:10 PM	7:30-8:30 AM	2:25-3:10 PM
29 Hayes Street	/ Rosewood Street	Liberty Elementary	Riverside Unified	7:35-8:35 AM	2:25-3:10 PM	7:35-8:35 AM	2:25-3:10 PM	7:35-8:35 AM	1:10-1:55 PM	7:35-8:35 AM	2:25-3:10 PM	7:35-8:35 AM	2:25-3:10 PM
30 Highlander Drive	/ Sagaford Drive	Highland Elementary	Riverside Unified	7:35-8:35 AM	2:25-3:10 PM	7:35-8:35 AM	2:25-3:10 PM	7:35-8:35 AM	1:10-1:55 PM	7:35-8:35 AM	2:25-3:10 PM	7:35-8:35 AM	2:25-3:10 PM
31 Irving Street	/ Lincoln Avenue	Hawthorne Elementary	Riverside Unified	7:40-8:40 AM	2:40-3:25 PM	7:40-8:40 AM	2:40-3:25 PM	7:40-8:40 AM	1:25-2:10 PM	7:40-8:40 AM	2:40-3:25 PM	7:40-8:40 AM	2:40-3:25 PM
32 Jackson Street	/ Lincoln Avenue	Hawthorne Elementary	Riverside Unified	7:35-8:40 AM	2:45-3:30 PM	7:35-8:40 AM	2:45-3:30 PM	7:35-8:40 AM	1:40-2:25 PM	7:35-8:40 AM	2:45-3:30 PM	7:35-8:40 AM	2:45-3:30 PM
33 Jackson Street	/ REX	Hawthorne Elementary	Riverside Unified	6:50-8:35 AM	2:45-3:30 PM	6:50-8:35 AM	2:45-3:30 PM	6:50-8:35 AM	1:40-2:25 PM	6:50-8:35 AM	2:45-3:30 PM	6:50-8:35 AM	2:45-3:30 PM
34 June Street	/ Lincoln Avenue	Washington Elementary	Riverside Unified	7:25-8:25 AM	2:15-3:00 PM	7:25-8:25 AM	2:15-3:00 PM	7:25-8:25 AM	1:00-1:45 PM	7:25-8:25 AM	2:15-3:00 PM	7:25-8:25 AM	2:15-3:00 PM
35 June Street	/ Victoria Avenue	Washington Elementary	Riverside Unified	7:25-8:25 AM	2:15-3:00 PM	7:25-8:25 AM	2:15-3:00 PM	7:25-8:25 AM	1:00-1:45 PM	7:25-8:25 AM	2:15-3:00 PM	7:25-8:25 AM	2:15-3:00 PM
36 June Street	/ Sawyer Avenue	Mc View Elementary	Riverside Unified	7:30-8:30 AM	2:25-3:10 PM	7:30-8:30 AM	2:25-3:10 PM	7:30-8:30 AM	1:10-1:55 PM	7:30-8:30 AM	2:25-3:10 PM	7:30-8:30 AM	2:25-3:10 PM
37 John F. Kennedy Drive	/ Trudon Road	John F. Kennedy Elementary	Riverside Unified	7:25-8:25 AM	2:15-3:00 PM	7:25-8:25 AM	2:15-3:00 PM	7:25-8:25 AM	1:00-1:45 PM	7:25-8:25 AM	2:15-3:00 PM	7:25-8:25 AM	2:15-3:00 PM
38 Lincoln Avenue	/ Miller Street	Matthew Gage Middle	Riverside Unified	6:40-7:40 AM	1:50-2:35 PM	6:40-7:40 AM	1:50-2:35 PM	6:40-7:40 AM	11:50-12:35 PM	6:40-7:40 AM	1:50-2:35 PM	6:40-7:40 AM	1:50-2:35 PM
39 Lyndale Court	/ Shaker Drive	Catherview Elementary	Riverside Unified	7:00-8:00 AM	1:50-2:35 PM	7:00-8:00 AM	1:50-2:35 PM	7:00-8:00 AM	12:35-1:20 PM	7:00-8:00 AM	1:50-2:35 PM	7:00-8:00 AM	1:50-2:35 PM

**Attachment C
Crossing Guard Locations**

Location/Crossing	Richard Henry	Richard Dennis	Monday		Tuesday		Wednesday		Thursday		Friday	
			AM	PM	AM	PM	AM	PM	AM	PM	AM	PM
40 Magnolia Avenue / Roosevelt Street	Liberty Elementary	Riverside Unified	7:35-8:35 AM	2:35-3:35 PM	7:35-8:35 AM	2:35-3:35 PM	7:35-8:35 AM	1:10-1:55 PM	7:35-8:35 AM	2:35-3:35 PM	7:35-8:35 AM	2:35-3:35 PM
41 Magnolia Avenue / Van Buren Boulevard	Liberty Elementary	Riverside Unified	7:35-8:35 AM	2:35-3:35 PM	7:35-8:35 AM	2:35-3:35 PM	7:35-8:35 AM	1:10-1:55 PM	7:35-8:35 AM	2:35-3:35 PM	7:35-8:35 AM	2:35-3:35 PM
42 Merrill Avenue / Riverside Avenue	Pathways Elementary	Riverside Unified	7:50-8:50 AM	2:40-3:25 PM	7:50-8:50 AM	2:40-3:25 PM	7:50-8:50 AM	1:25-2:10 PM	7:50-8:50 AM	2:40-3:25 PM	7:50-8:50 AM	2:40-3:25 PM
43 Mission Grove Parkway / New Ridge Drive	Tall Elementary	Riverside Unified	7:50-8:50 AM	2:40-3:25 PM	7:50-8:50 AM	2:40-3:25 PM	7:50-8:50 AM	1:25-2:10 PM	7:50-8:50 AM	2:40-3:25 PM	7:50-8:50 AM	2:40-3:25 PM
44 Mountain View Avenue / Brewster Avenue	Alt Vista Elementary	Riverside Unified	7:50-8:50 AM	2:25-3:10 PM	7:50-8:50 AM	2:25-3:10 PM	7:50-8:50 AM	1:10-1:55 PM	7:50-8:50 AM	2:35-3:10 PM	7:50-8:50 AM	2:25-3:10 PM
45 Orange Street / Oakley Avenue	Freeman Elementary	Riverside Unified	7:25-8:25 AM	2:15-3:00 PM	7:25-8:25 AM	2:15-3:00 PM	7:25-8:25 AM	1:00-1:45 PM	7:25-8:25 AM	2:15-3:00 PM	7:25-8:25 AM	2:15-3:00 PM
46 Orange Street / Russell Street	Freeman Elementary	Riverside Unified	7:25-8:25 AM	2:15-3:00 PM	7:25-8:25 AM	2:15-3:00 PM	7:25-8:25 AM	1:00-1:45 PM	7:25-8:25 AM	2:15-3:00 PM	7:25-8:25 AM	2:15-3:00 PM
47 Orange Street / Strong Street	Freeman Elementary	Riverside Unified	7:25-8:25 AM	2:15-3:00 PM	7:25-8:25 AM	2:15-3:00 PM	7:25-8:25 AM	1:00-1:45 PM	7:25-8:25 AM	2:15-3:00 PM	7:25-8:25 AM	2:15-3:00 PM
48 Orange Terrace Parkway / Silk Oak Drive	Franklin Elementary	Riverside Unified	7:00-8:00 AM	1:50-2:35 PM	7:00-8:00 AM	1:50-2:35 PM	7:00-8:00 AM	12:35-1:20 PM	7:00-8:00 AM	1:50-2:35 PM	7:00-8:00 AM	1:50-2:35 PM
49 Otisville Avenue / school driveway exit	Emerson Elementary	Riverside Unified	7:30-8:50 AM	2:40-3:25 PM	7:30-8:50 AM	2:40-3:25 PM	7:50-8:50 AM	1:25-2:10 PM	7:30-8:50 AM	2:40-3:25 PM	7:30-8:50 AM	2:40-3:25 PM

Riverside Approach and Management Plan

ACMS will continue to provide the agreed to level of service upon contract award. This includes scheduling, daily site inspections, guard sourcing, hiring and training (when needed) and overall program management and administrative support.

We employ a Team Concept of management which results in efficient field operations as well as providing a multifaceted response to potential problems. ACMS Vice President of Operations, Pat Pohl and Operations Manager, Donna Gage will continue to work with the City of Riverside to update specific program objectives and expectations.

Pat and Donna will request a meeting (upon award) to review the City Representative's objectives and discuss any program changes or concerns. As such; the field implementation of the contract is simply a continuation of the current program of 64 sites.

These Senior Managers then work directly with your local Area Supervisor, Martha Solorio to implement the management plan. All managers will be available during school days. The Operations Manager is responsible for the management of the Area Supervisor and together they will continue to ensure City of Riverside operational expectations are met. Standards and expectations are communicated to Crossing Guards personally by their local supervisor so as to allow the employee a better understanding of the decision-making process. This helps reduce confrontational attitudes by establishing and enhancing the common goal of providing for the safety of school children.

It is important to note that the Operations Manager has, at their direction, a group of individuals who work independently to provide quality control of field operations. These individuals are trained and deployed to make unannounced observations of Crossing Guards at work and report on their compliance with established City of Riverside and ACMS policies and procedures. Assurance that operational standards are being met is accomplished with this regular independent cross-checking of field operations.

Crossing Guard performance and compliance with safety standards will continue to be accomplished through regular site visits by Area Supervisors. In addition to verbal training and counseling, the Supervisors are supported by the use of Field Training Check Lists, Field Training Cards, Site Performance Evaluations, independent Field Observations and a professionally produced Crossing Guard Safety DVD. Reports of satisfactory completion of all levels of training, annual refresher training and ongoing safety reviews will be summarized and available to the Riverside representative. ACMS has developed performance standards and training procedures that have been solicited by Safe Routes to School personnel and were integrated into the California Safe Routes to School Crossing Guard Training Guidelines.

Background checks and Live Scan fingerprinting will be completed on all potential employees as allowed by California state law. Successful completion of the Live Scan finger print, background check, alcohol and drug screen and Social Security verification is required prior to the employee being hired.

Internal minimum passing standards would prevent any person from working as a Crossing Guard for the Riverside program who has been convicted of any felony, a crime of moral turpitude or a crime against children, including, but not limited to:

- Conduct which requires registration under California Penal Code
- Any offense involving the use of force or violence upon another person;
- Any offense involving theft, fraud, dishonesty or deceit
- Any offense involving the manufacture, sales, possession or use of a controlled substance
- Conspiracy or attempt to commit any of the aforementioned offenses.

Summary reports of background clearance on employees within the City of Riverside Crossing Guard program will be regularly available to the City's representative. ACMS will report and investigate all public complaints concerning crossing guard services. All incidents and complaints will be reported to the City of Riverside Public Works within two (2) hours. A written report will be filed within twenty-four (24) hours.

ACMS understands the City desires a monthly Operational Status Report reflecting a summary of any complaints and the resolution status of each.

It should be noted that 24 of the current Crossing Guards are "grandfathered" employees from the City. As such the City had negotiated benefits of 3.75% bonus on top of earnings and a bonus for perfect attendance. If the City desires to continue this, we will continue to provide these incentives for those 24 former City employees. This pricing option is noted on the pricing document included herein.

City of Riverside has the option to ask for the removal of any ACMS employee whose conduct the City has determined is not satisfactory.

Communications with individual school sites is facilitated by the Area Supervisor. Personal visits are made regularly to each school site in an effort to develop relationships with staff and establish a collaborative environment for information exchange. Calendars and bell schedules are obtained for each school both at the beginning of the school year and periodically throughout the year. Key school personnel are supplied with appropriate contact information (business cards) and reminded to inform ACMS of any changes. Additionally, schools are provided with large magnets which can be easily displayed making contact information effectively available to all staff. The email address of the

Office Manager is also obtained which enables ACMS administrative support staff to regularly contact each school and proactively solicit information regarding potential schedule changes.

The review and establishment of accurate and responsive shift times is critical to the effectiveness of Crossing Guard services. Sites further from the school would be expected to start earlier in the morning and finish later in the afternoon. These staggered shifts effectively address the time it takes for students to walk from a remote location to the school site (or vice versa in the afternoon) and optimize the protected periods. Additionally, locations are continually monitored for actual pedestrian traffic patterns enabling a better understanding of site needs and any potential deviation from established guidelines.

EXHIBIT "B"
COMPENSATION

ATTACHMENT D

Pricing

All proposals submitted shall have a stated dollar bid amount for providing services outlined in the Services. All proposals shall include a breakdown of the costs. Proposals shall include a breakdown of the proposed fees including the following:

- a. Daily Rate per location for services described in the Scope of Work (Attachment A) and for addition/subtraction of school locations, at the City's request from baseline number of locations listed in the Crossing Guard Locations (Attachment C).
- b. Daily Rate provides for the above listed item(s) are assumed to include all costs associated with staffing, supervision, and program management.
- c. Daily Rate are for 12 month periods as listed below (**required**):

	Hourly		Daily		Annually
July 1, 2019 through June 30, 2020	\$ 18.36	x 4 hours	\$ 73.44	x 180 days x 64 locations	\$ 846,028.80
July 1, 2020 through June 30, 2021	\$ 20.99	x 4 hours	\$ 83.96	x 180 days x 64 locations	\$ 967,219.20
July 1, 2021 through June 30, 2022	\$ 21.69	x 4 hours	\$ 86.76	x 180 days x 64 locations	\$ 999,475.20
July 1, 2022 through June 30, 2023	\$ 23.04	x 4 hours	\$ 92.16	x 180 days x 64 locations	\$1,061,683.20
July 1, 2023 through June 30, 2024	\$ 23.69	x 4 hours	\$ 94.76	x 180 days x 64 locations	\$1,091,635.20
CONTRACT TOTAL					\$4,966,041.60

* Pricing is calculated based upon the current compensation structure of 4.0 hours per day as approved by the City of Riverside.

** All pricing is based upon currently known schedule of increases in the California Minimum Wage. Any additional legislatively mandated increases in wages or benefits to employees within the state and/or local municipality would require a revision in the above pricing schedule.

- d. Optional (**not required**) – “Ambassador” Services - Daily Rate are for 12 month periods as described in Scope of Services (Attachment A, Section C-Optional Services)
- e. Responder is not offering “Ambassador” Services when pricing is indicated as “Not Offered” as listed below.

Effective Period	Optional - City Ambassador Services Daily Rate per assigned location
July 1, 2019 through June 30, 2020	\$38.20
July 1, 2020 through June 30, 2021	\$41.68
July 1, 2021 through June 30, 2022	\$45.24
July 1, 2022 through June 30, 2023	\$46.94
July 1, 2023 through June 30, 2024	\$47.50

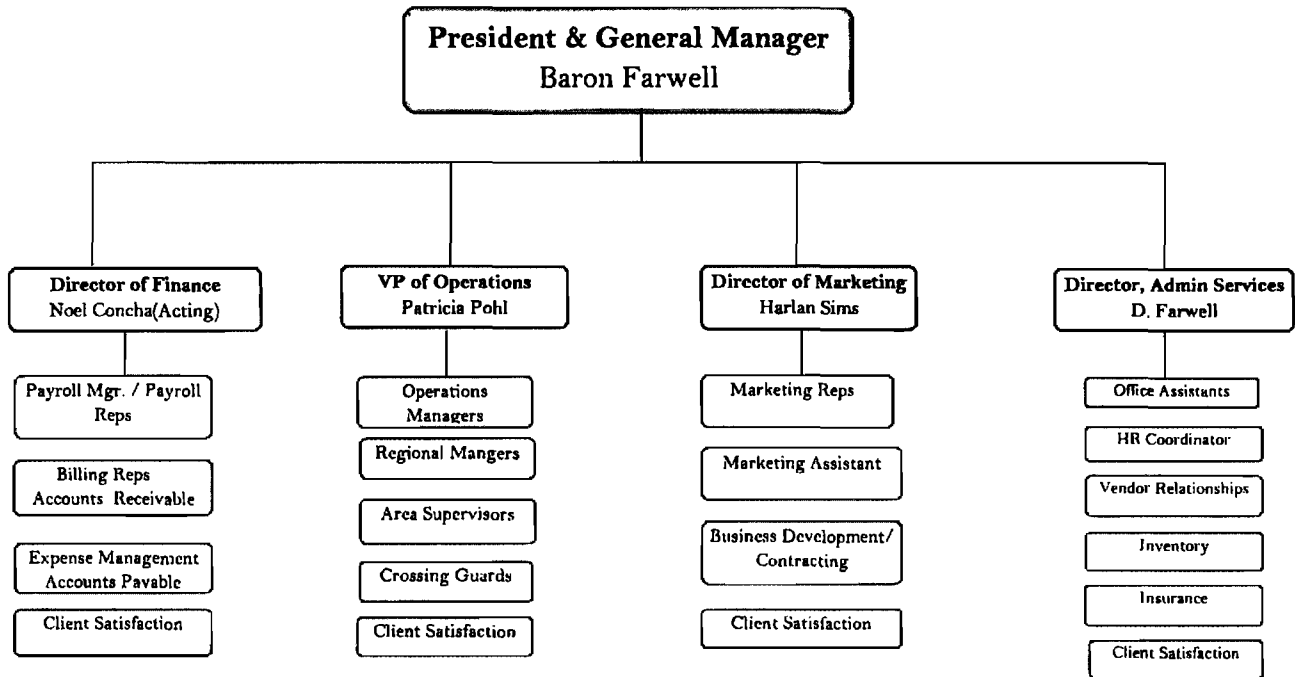
* ACMS would request further clarification of roles and responsibilities prior to entering into an agreement for this optional service.

EXHIBIT "C"

KEY PERSONNEL



ALL CITY MANAGEMENT SERVICES



10440 Pioneer Blvd., Ste. #5, Santa Fe Springs, CA 90670 • 800-540-9290 • FAX 310-202-8325

Key Field Management Personnel

The most significant resource ACMS brings to the City of Riverside Crossing Guard program is the depth and scope of management provided by the years of experience brought by our operational management team. Our managers benefit from a "Team Concept" which allows geographic regions to work cooperatively to best meet the variable demands of all programs. This team consists of Area Supervisors, Regional and Operations Managers, a Vice President of Operations and a General Manager. The following is a brief synopsis of the respective duties of each.

Area Supervisor (Martha Solorio): Martha has over four years of field and supervisory experience with responsibility for your program. She had thirteen years of experience with the City as Crossing Guard prior to joining ACMS. She handles all aspects of the day-to-day management of your 64 Crossing Guards and substitute guard pool. With support from the Operations Manager she will typically recruit, hire, train and provide personnel management for all the sites they oversee. Area Supervisors are responsible for ensuring each employee receives the proper number of Site Performance Evaluations and completes the Certification mandates. All Area Supervisors report directly to a Regional or Operations Manager.

Operations Managers (Donna Gage): Donna has over twenty years of experience with ACMS. She works under the direction of the VP of Operations to provide training and support for all local supervisory personnel. Donna will assist in the guidance of your Area Supervisor as well as the development and implementation of training programs and certification standards. Oversees the performance of Regional Managers and Area Supervisors and ensures compliance with Company standards and City of Riverside expectations. Reports directly to the VP of Operations.

Vice President of Operations (Pat Pohl): Pat has over twenty-four years of experience in this industry working for ACMS. She is responsible for the development and implementation of operational standards, training programs, safety instruction and compliance with all legal requirements and restrictions. Works directly with the Operations Managers to ensure all standards are being met. Responsible for the initial training and orientation for all new client programs. Reports directly to the General Manager.

General Manager (Baron Farwell): Baron has over twenty-seven years industry experience. He is responsible for overall contract compliance. Works with the Vice President of Operations on the development of training programs and implementation of safety standards. Coordinates the flow of information between operations and administrative staff.



ALL CITY MANAGEMENT SERVICES

City of Riverside



**Vice President of Operations
Patricia Pohl
310 877-7045**



**Operations Manager/Project Manager
Donna Gage
909 533 9295**



**Area Field Supervisor
Martha Solorio
951 212 1058**



Crossing Guards / Alternates

PATRICIA J. POHL

21896 Red River Drive, Lake Forest, CA 92630 • 310.877.7045

WORK HISTORY

2010 to present All City Management Services, Inc.
10440 Pioneer Blvd., Suite 5
Santa Fe Springs, California 90670

Director of Operations: Responsible for directing the efforts of four Operations Managers, five Regional Managers and 76 Area Supervisors in the successful implementation of all Company policies. Full responsibility for development and implementation of procedures as well as ensuring employee compliance with all aspects of field operations related to their performance and achievement of safety standards.

1998 to 2010 All City Management Services, Inc.
1749 South La Cienega Blvd.
Los Angeles, California 90670

Operations Manager / Safety Director: Accountable for management of field operations Company-wide. Responsible for development, implementation and compliance for all training programs as well as the Safety Certification standards for all Crossing Guards.

1994 to 1998 All City Management Services, Inc.
1749 South La Cienega Blvd.
Los Angeles, California

Area Supervisor: Responsible for hiring, training, coordinating and scheduling 45 school crossing guards. Served as company liaison to city governments, school districts and community.

1967 to 1994 Various Management, Sales and Administrative Positions

Restaurant Manager, Advertising Sales Account Representative, Executive Assistant, Office Manager: Employment history of repeated promotion to positions of leadership and management based on work ethic and commitment to the success of employer.

PROFESSIONAL DEVELOPMENT

Currently serving on:

California Crossing Guard Training Expert Review Panel

Safe Routes to School Technical Assistance Resource Center (SRTS TARC), a project of California Active Communities within the California Department of Public Health (CDPH)

In partnership with the California Department of Transportation, SRTS TARC is currently developing a statewide school crossing guard training curriculum in an effort to develop standardized training materials to provide consistency in the operation of local school crossing guard programs throughout the state. I am the only member from the private sector invited to participate in this important project. Other panel members represent such entities as California Safe Routes to School, California Department of Public Health, California Highway Patrol, and local Police Departments.

Currently retained as:

Consultant to Safe Routes to School Technical Assistance Resource Center (SRTS TARC)

Hired to serve as topic expert and editor for all materials contained in the "California School Crossing Guard Training Guidelines" currently under development.

Patricia Pohl
Professional Development (continued)

February 2012

Retained as expert witness for the law firm of McCormick and Mitchell, San Diego, California
Riverside County Superior Court
Hernandez v. City of Indio

January 2001 and October 2012

Florida School Crossing Guard Trainer Certification
Florida Department of Transportation
Deland, Florida

Successfully completed two-day (two-day (16 hour) course of study under the direction of the Florida Department of Transportation. Received Certified Trainer status in their nationally recognized program focused on safety training for School Crossing Guards.

Successful completion of:

Training the Trainer Program
Fred Pryor, Inc.
Oak Park, Illinois

Successfully completed two-day (12 hour) seminar directed at building an effective approach to training individuals who are then responsible for conducting employee training sessions.

How to Design a Training Program (So That Anyone Can Present it Successfully)
Padgett Thompson, Anaheim, California

Successfully completed one-day seminar focusing on strategies for developing a successful training program. Included independent study in Turning Training into Learning (How to Design and Deliver Programs that Get Results) Furjanic and Trotman

The Conference on OSHA Compliance
Pasadena, California

Seminar format designed to assist employers in bringing greater safety to the workplace.

1998 - Cooperative research effort with:

Dr. Sheila Sarkar, Director
California Institute of Transportation Safety (CITS)
Dept. of Civil and Environmental Engineering
San Diego State University, San Diego, California

Based on industry knowledge and reputation, I was invited to participate in the development and distribution of a research project studying crossing guard safety issues.

Ongoing participation in:

PEDNET mail-list dedicated to issues of pedestrian safety. Contributors include professional consultants, researchers, government pedestrian coordinators, pedestrian rights activists, walking advocates, elected officials, writers, disability experts, road engineers, planners, and general-interest individuals representing over 15 countries worldwide.

Donna P. Gage

6808 J. C. Road, Riverside CA 92509 (909.533.9295) donna@thecrossingguardcompany.com

WORK HISTORY

09/2008 to present All City Management Services, Inc.
10440 Pioneer Boulevard, Suite 5
Santa Fe Springs, CA 90670

Operations Manager: Responsible for the management of field operations, including the supervision of two Regional Managers and 21 Area Supervisors overseeing more than 560 School Crossing Guards to achieve and maintain the highest degree of safety for the communities and clients we serve.

10/2006 to 09/2008 All City Management Services, Inc.
10440 Pioneer Boulevard, Suite 5
Santa Fe Springs, CA 90670

Assistant Operations Manager: Worked to develop and implement compliance standards in the training programs within the company for Area Supervisors in an effort to achieve the standards of excellence in the safety certification and day to day operations of all School Crossing Guards.

10/1998 to 10/2006 All City Management Services, Inc.
10440 Pioneer Boulevard, Suite 5
Santa Fe Springs, CA 90670

Area Supervisor: Day to day supervision of 45 crossing guards. Recruit, hire, train and coordinate the assignment of personnel. Conduct proper orientation, training, field instruction and ongoing safety review of employees. Complete and submit required administrative paperwork (including payroll documents) in a timely manner.

11/1997 to 10/1998 All City Management Services, Inc.
10440 Pioneer Boulevard, Suite 5
Santa Fe Springs, CA 90670

Crossing Guard: Responsible for providing enhanced safety for all pedestrians at assigned crosswalk.

09/1996 to 06/1997 First Lutheran School
9315 Citrus Ave.
Fontana, CA 92335

Substitute Teacher/ Teachers Aide: Worked under the direction of a teacher in the class room for grades 1 and 2 and was a substitute teacher for grades kindergarten through 2nd grade as needed.

EDUCATION

1973 High School Graduate of Bloomington High School, Bloomington CA

1973 Attended 1 year of Valley College, San Bernardino CA

Martha Solorio

6581 Western Ave, Riverside CA 92505

(951)212-1058 martha@thecrossingguardcompany.com

WORK HISTORY

08/2013 to present **All City Management Services, Inc.**

10440 Pioneer Boulevard, Suite 5

Santa Fe Springs, CA 90670

Area Supervisor: Day to day supervision of Riverside Crossing Guards and 15 alternates. Recruit, hire, train and coordinate the assignment of personnel. Conduct proper orientation, training, field instruction and ongoing safety review of employees. Complete and submit required administrative paperwork (including payroll documents) in a timely manner.

4/2000 to 8/2013 **City of Riverside, Services Department**

School Crossing Guard

Riverside, CA 92506

Crossing Guard: Crossed all pedestrians who would allow me to cross them safely.

3/2000 to 10/2006 **Touching A Soul Catholic Giftshop**

La Sierra St

Riverside, CA 92505

Business Owner: As a business owner I handled responsibilities such as creating business plans, arranging financing, hiring staff, reviewing sales, overseeing daily activities, and identifying business opportunities.

EDUCATION

1981 High School Grad Valencia High School, Placentia CA