



# City Council Memorandum

*City of Arts & Innovation*

**TO: HONORABLE MAYOR AND CITY COUNCIL**      **DATE: FEBRUARY 27, 2024**  
**FROM: PUBLIC WORKS DEPARTMENT**      **WARDS: ALL**

**SUBJECT: APPROVAL OF A SECOND AMENDMENT TO PROFESSIONAL CONSULTANT SERVICES AGREEMENT FOR CROSSING GUARD PROGRAM MANAGEMENT SERVICES WITH ALL-CITY MANAGEMENT SERVICES, INC. OF SANTA FE SPRINGS, CA TO ADD 13 ADDITIONAL GUARD LOCATIONS THROUGH JUNE 30, 2024 FOR AN AMOUNT NOT-TO-EXCEED \$160,000; AND APPROVAL OF THE FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF RIVERSIDE AND ALVORD UNIFIED SCHOOL DISTRICT FOR REIMBURSEMENT OF CROSSING GUARD SERVICES – SUPPLEMENTAL APPROPRIATION**

## **ISSUES:**

Approve the Second Amendment to the Professional Consultant Services Agreement with All-City Management Services, Inc., of Santa Fe Springs, CA, for Crossing Guard Program Management Services, to add 13 additional guard locations through June 30, 2024 for an amount not to exceed \$160,000; and approve the First Amendment to Memorandum of Understanding between the Alvord Unified School District for reimbursement of Crossing Guard Services; authorize a supplemental appropriation of \$160,000 for the additional guard locations, \$146,500 that will be offset by Alvord Unified School District (AUSD) for the 12 guard locations in their district;.

## **RECOMMENDATIONS:**

That the City Council:

1. Approve the Second Amendment to Professional Consultant Services Agreement with All-City Management Services, Inc. of Santa Fe Springs, CA, for Crossing Guard Program Management Services to add 13 additional guard locations through June 30, 2024, in the amount not to exceed \$160,000;
2. Authorize the City Manager, or designee, to execute the Second Amendment to Professional Consultant Services Agreement with All-City Management Services, Inc., of Santa Fe Springs, CA, including making minor and non-substantive changes;
3. Approve the First Amendment to the Memorandum of Understanding for Reimbursement of Crossing Guard Services with Alvord Unified School District (AUSD) to fully reimburse the City of Riverside for the additional 12 guard locations in their district;
4. Authorize the City Manager, or designee, to execute the First Amendment to the Memorandum of Understanding with Alvord Unified School District, including making minor

and non-substantive changes;

5. With at least five affirmative votes, authorize the Chief Financial Officer, or designee, to record a supplemental appropriation of \$160,000 in the General Fund, N/D-Crossing Guards, Professional Services account and an increase in revenue of \$146,500 in the General Fund, N/D-Crossing Guards, Revenue from Other Agencies account; and
6. Authorize the City of Riverside to pay \$13,500 for Crossing Guard Services for the St. Catherine of Alexandria guard location at Arlington and Brockton for the remainder of the 2023/24 school year.

## **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 with 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 funded crossing guard services at 100% through June 30, 2019.

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. The agreement would cover up to 64 locations including 48 schools for Riverside Unified School District (RUSD), 15 schools at Alvord Unified School District (AUSD), and 1 parochial school. During that discussion, City staff indicated that based on findings from an informal survey of 50 agencies, many were exploring costs sharing models with school districts for crossing guard services. In response to budgetary constraints, the City Council rejected the contract and directed staff to explore cost-sharing models with both AUSD and RUSD.

On July 16, 2019, staff presented the City Council with a cost sharing plan phased in over a five-year period. The City Council directed staff to work with the school districts on a plan to achieve a 50/50 cost sharing model. The timeframe given to achieve this was preferably within 2 years, but no more than 3 years maximum. In order to ensure the safety of school children on the first day of school, City Council also authorized a short-term agreement up to 90 days from the first day of school (August 8) and directed staff to return to City Council within 60 days with signed Memorandums of Understanding (MOU) from each school district. At the end of 60 days, in the event the school districts were not in agreement with proposed costs sharing terms outlined in the Memoranda of Understanding, staff was directed to provide ACMS with a 30-day termination notice.

On August 22, 2019, RUSD's Board of Education Finance Subcommittee recommended support of the proposed costs sharing model which was approved by Riverside Unified School District's Board on September 3, 2019. AUSD staff also recommended support of the cost sharing model at the September 19, 2019 AUSD Board meeting.

## **DISCUSSION:**

Public Works staff recently worked with administrators at both school districts regarding crossing guard services. AUSD informed staff that they have a separate agreement with ACMS for 12 additional guard locations. This is in addition to the existing 15 guard locations included in the City's contract with ACMS. AUSD is highly interested in leveraging the City of Riverside's lower pricing for crossing guard services, as their contract with ACMS is at a much higher rate. AUSD has agreed to reimburse the City of Riverside 100% for the 12 additional guard sites requested. To formalize this arrangement, the First Amendment to Memorandum of Understanding for Reimbursement of Crossing Guard Services (MOU) Agreement between the City of Riverside and AUSD reflects the updated pricing arrangement with the addition of the new guard sites.

In addition, RUSD has recognized the need for enhanced safety measures, leading to a request from the School Board for crossing guard services near Magnolia Elementary School. In response, RUSD intends to restructure the school sites to stay within the existing (49) guard locations and payment structure for crossing guard services by replacing St. Catherine of Alexandria with Magnolia Elementary School.

The City of Riverside acknowledges the request from RUSD to remove St. Catherine of Alexandria from the RUSD reimbursement schedule, and also recognizes the safety measures still required on Arlington and Brockton and will pay for the crossing guard on-site until the end of the 2023/2024 school year.

This Amendment will add the 12 guard locations at AUSD and 1 at RUSD for the remainder of the term that expires June 30, 2024. Over the past year, City staff have had numerous discussions with ACMS to extend the period of performance by exercising the two option years. The teams are actively discussing pricing options.

Table 1 below displays the existing 50/50 cost sharing responsibilities between RUSD and City of Riverside, and between AUSD and the City of Riverside for FY 2023/24. This table also includes the fiscal responsibility required by AUSD and the City in order to amend the Agreement.

Table 1 – Cost Sharing

<i><b>Riverside Unified School District</b></i>	<i><b>2023/24</b></i>
Percentage Split (City/Schools)	50/50
City	\$417,897
RUSD	\$417,897

<i><b>Alvord Unified School District</b></i>	<i><b>2023/24</b></i>
Percentage Split (City/Schools)	50/50
City	\$127,928
AUSD	\$127,928
AUSD – additional school sites 100%	\$146,500

<i><b>Other</b></i>	<i><b>2023/24</b></i>
City	\$ 13,500

Per Purchasing Resolution 23914, Section 1104 (c) which states, "Unless otherwise specifically authorized by the Awarding Entity, Change Orders which cumulatively exceed the following will require Awarding Entity approval, (c) 10% of the original contract price for Contracts and/or

Purchase Order amount will not exceed \$150,000.

The Purchasing Manager concurs that the recommendations are in compliance with Purchasing Resolution 23914.

### **STRATEGIC PLAN ALIGNMENT:**

This Agreement supports **Strategic Priority 2** – Community Well-Being and aligns with **Goal 2.3** - Strengthen neighborhood identities and improve community health and the physical environment through amenities and programs that foster an increased sense of community and enhanced feelings of pride and belonging citywide; and **Goal 2.4** - Support programs and innovations that enhance community safety, encourage neighborhood engagement and build public trust. It also supports **Strategic Priority 5** – High Performing Government and aligns with **Goal 5.4** – Achieve and maintain financial health by addressing gaps between revenues and expenditures and aligning resources with strategic priorities to yield the greatest impact.

Furthermore, this project aligns with each of the five Cross-Cutting Threads:

1. **Community Trust** – Providing crossing guard services to the public is also an integral component of safety measures to ensure the welfare of pedestrians in roadways after school. These services help promote safe communities.
2. **Equity** – Project outcomes will benefit the entire community; project enhances services for an underrepresented neighborhood or population; project generates revenue that will go back into the General Fund to provide citywide benefit.
3. **Fiscal Responsibility** – This proposed amendment exemplifies the partnership between the City of Riverside's Public Works Department and ACMS, and demonstrates responsible management of the City's financial resources to provide quality public services to all and ensure our partnering school districts achieve cost savings through our competitive pricing.
4. **Innovation** – Project utilizes latest technologies and/or innovative strategies; partnerships are leveraged with other entities.
5. **Sustainability & Resiliency** – Maintaining service agreements such as this allows the City of Riverside to meet the needs of the present without compromising the needs of the future and ensures the City's capacity to persevere, adapt and grow during good and difficult times alike.

### **FISCAL IMPACT:**

The total fiscal impact of the action is \$160,000; however, the amended MOU states that the City will be reimbursed by AUSD for \$146,500 which makes the net impact to the City \$13,500. The City of Riverside will pay the \$13,500 for the remainder of the 2023-2024 school year for the St. Catherine of Alexandria (Brockton/Arlington) site.

Upon Council approval, an increase in revenue in the amount of \$146,500 will be recorded and \$160,000 will be appropriated from available fund balance in the program and accounts listed in the table below.

<b>Fund</b>	<b>Program</b>	<b>Account</b>	<b>Amount</b>
General Fund	<i>Revenue</i>		
	PW – N/D Crossing Guards Program – Revenue from Other Agencies	7241500-339000	\$146,500
	<i>Expenditures</i>		
	PW – N/D Crossing Guards Program – Professional Services	7241500-421000	\$160,000

Prepared by: Diana Palatto, Principal Management Analyst  
 Approved by: Gilbert Hernandez, Public Works Director  
 Certified as to availability of funds: Kristie Thomas, Finance Director/Assistant Chief Financial Officer  
 Approved by: Kris Martinez, Assistant City Manager  
 Approved as to form: Phaedra A. Norton, City Attorney

Attachments:

1. Second Amendment to Professional Consultant Services Agreement
2. First Amendment – Memorandum of Understanding with Alvord Unified School District