



AGENDA REPORT

Meeting Date: August 3, 2010
Item Number: G-6
To: Honorable Mayor & City Council
From: Aaron Kunz, Deputy Director of Transportation *AK*
Martha Eros, Transportation Planner *ME*
Subject: APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND BEVERLY HILLS UNIFIED SCHOOL DISTRICT FOR REIMBURSEMENT OF THE COST OF CROSSING GUARD SERVICES; AND

APPROVAL OF PURCHASE ORDERS TO THE BEVERLY HILLS UNIFIED SCHOOL DISTRICT IN THE AMOUNT OF \$153,935 FOR FY2009-2010 AND \$125,030 FOR FY2010-2011

Attachments: 1. Agreement

RECOMMENDATION

It is recommended that the City Council approve the "Agreement between the City of Beverly Hills and Beverly Hills Unified School District for reimbursement of the cost of crossing guard services", and approve two purchase orders to the Beverly Hills Unified School District in the amount of \$153,935 for FY2009-2010 and \$125,030 for FY2010-2011.

INTRODUCTION

The agreement outlines the City's financial responsibility to pay outstanding FY2009-2010 invoices for school crossing guard services up to the City's budgeted amount of \$153,935. The agreement also outlines the City's responsibility to reimburse the Beverly Hills Unified School District in an amount not to exceed \$125,030 for FY2010-2011 for costs incurred for crossing guard services at 12 intersections that meet the criteria as outlined in the California Manual on Uniform Traffic Control Devices (MUTCD) for adult crossing guards.

DISCUSSION

Since 1984, the Beverly Hills Unified School District has administered the school crossing guard program at 21 intersections through an agreement with All City Management Services (ACMS). Prior to that, the crossing guard contract was administered by the City. The School District maintained their agreement with ACMS, but no agreement was provided between the City and School District.

In recent years, the budget for crossing guards was assigned to the Community Services Department, with the Finance team receiving invoices and processing reimbursements to the School District.

Historically, the City reimbursed the School District for expenditures at 18 of 21 intersections authorized by the Beverly Hills Police Department, and the School District assumed the costs for the additional three locations. The City has received invoices for FY2009-10 totaling \$181,219 for service at 18 intersections. The agreement would reimburse the School District for the City's FY2009-10 budgeted amount of \$153,935.

For FY2010-11, the City's Traffic Engineer evaluated the 21 existing school intersections and conducted a traffic count study at key intersections with assigned crossing guards, and determined that 12 intersections meet the California MUTCD criteria¹ (Exhibit 1) as locations where adult crossing guards "may" be placed to provide gaps in traffic at school crossings. The analysis is based on 40 or more daily school pedestrians crossings while going to or from school at (1) uncontrolled crossings where there is no alternate controlled crossing device within 600 feet, and vehicle traffic volume exceeds 350 during each of any two hours (not necessarily consecutive); (2) intersections with stop signs where vehicular traffic volumes exceed 500 per hour; (3) at signalized crossings where vehicle turning movement through school crosswalks exceed 300 per hour. The Police Department Traffic Bureau also reviewed the findings and concurred with the Traffic Engineer's assessment.

Based on this assessment, the agreement was developed for the City to reimburse the School District for expenditures related to these 12 intersections (i.e., one guard per intersection) for FY2010-11 in an amount not to exceed \$125,030. If the School District determines that crossing guards should be maintained at the additional 9 intersections determined to not meet MUTCD criteria, the estimated cost to the School District is \$93,135.

The School District's Superintendent Office has administratively approved the attached agreement, and will be presenting the item to the Board of Education at a future meeting.

FISCAL IMPACT

Under the terms of the agreement, the City would reimburse the School District \$153,935 for FY2009-2010 and an amount not to exceed \$125,030 for FY2010-2011 from the General Fund.



Scott Miller
Finance Approval



David Gustavson
Approved By

¹ California MUTCD 2006, Chapter 7 – Traffic Controls for School Areas, Section 7A.03, School Crossing Control Criteria, p. 7A-2; and Section 7E.02, Adult Crossing Guard, p. 7E-1.

Attachment 1

Agreement

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
BEVERLY HILLS UNIFIED SCHOOL DISTRICT FOR REIMBURSEMENT
OF THE COST OF CROSSING GUARD SERVICES

NAME OF DISTRICT: Beverly Hills Unified School District

RESPONSIBLE PRINCIPAL OF DISTRICT: Alex Cherniss, Ed. D., Assistant Superintendent, Business Services

DISTRICT'S ADDRESS: 255 S. Lasky Drive
Beverly Hills, California 90212-3697
Attention: Alex Cherniss, Ed. D., Assistant Superintendent,
Business Services

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: David D. Gustavson,
Director of Public Works & Transportation

TERMINATION DATE: June 30, 2011

CONSIDERATION: Not to exceed \$153,935 for fiscal year 2009-2010;
\$125,030.36 for fiscal year 2010-2011

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
BEVERLY HILLS UNIFIED SCHOOL DISTRICT FOR REIMBURSEMENT
OF THE COST OF CROSSING GUARD SERVICES

THIS AGREEMENT is entered into as of July 1, 2010 and made by and between the City of Beverly Hills (hereinafter called "CITY"), and Beverly Hills Unified School District (hereinafter called "DISTRICT").

RECITALS

A. CITY desires to reimburse the DISTRICT for the provision of crossing guard services (the "services") as set forth in Exhibit A, attached hereto and incorporated herein.

B. DISTRICT desires that it be reimbursed for such services.

NOW, THEREFORE, the parties agree as follows:

Section 1. Term of Agreement. This Agreement shall terminate as set forth above.

Section 2. Services. DISTRICT agrees to provide crossing guard services for Fiscal Year 2010-2011 at 12 intersections throughout the City as is more particularly described in Exhibit A, attached hereto and incorporated herein. In exchange for DISTRICT'S services for Fiscal Year 2010-2011, CITY agrees to compensate and reimburse the DISTRICT a sum not to exceed \$125,030.36 for fiscal year 2010-2011 and a sum not to exceed \$153,935 for crossing guard services provided by the District during fiscal year 2009-2010.

Section 3. Method of Payment. CITY shall compensate the DISTRICT in the manner set forth in Exhibit B, attached hereto and incorporated herein.

Section 4. Assignment. This Agreement shall not be assigned in whole or in part, by DISTRICT without the prior written approval of CITY. Any attempt by DISTRICT to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 5. Responsible Principal(s)

(a) DISTRICT's Responsible Principal set forth above shall be principally responsible for DISTRICT's obligations under this Agreement and shall serve as principal liaison between CITY and DISTRICT. Designation of another Responsible by DISTRICT shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 6. Personnel. DISTRICT represents that it has, or shall secure at its own expense, all personnel required to perform DISTRICT's obligations under this Agreement. All

personnel engaged in the work shall be qualified to perform such services and such services shall be in compliance with applicable local and state laws.

Section 7. Indemnification. DISTRICT agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of DISTRICT, any person employed by DISTRICT or any third party contracted by the DISTRICT relating to the performance of this Agreement. This indemnification also includes but is not limited to any claims, liability or financial loss (including, without limitation, attorneys fees and costs) related to or arising out of the provision of crossing guard services at the 12 intersections set forth in Exhibit A, or the lack of crossing guard services at any other intersection(s) in the City, and related to or arising out of the conduct, acts or omissions of any third party and/or person that provides the crossing guard services described herein, whether or not such conduct is related to that third party/person's duties as a crossing guard.

Section 8. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to DISTRICT. DISTRICT agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by DISTRICT, DISTRICT shall receive reimbursement for services provided up to the effective date of termination.

Section 9. Records and Inspections. DISTRICT shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of 2 years. CITY shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make copies and transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

Section 10. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 11. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 12. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and DISTRICT, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and DISTRICT.

Section 13. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy

between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 14. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 15. City Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than DISTRICT.

Section 16. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the ____ day of _____ 20____, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

JIMMY DELSHAD
Mayor of the City of Beverly Hills, California

ATTEST

BYRON POPE
City Clerk

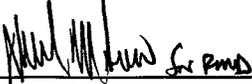
BEVERLY HILLS UNIFIED SCHOOL
DISTRICT



7/30/2010

ALEXANDER CHERNISS, Ed. D.
**Assistant Superintendent - Business
Services**

APPROVED AS TO FORM



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT

JEFFREY KOLIN
City Manager



DAVID D. GUSTAVSON
Director of Public Works & Transportation



KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF WORK

For Fiscal Year 2010-2011, DISTRICT shall provide crossing guards at the 12 intersections set forth below in accordance with the schedule and budget set forth in Attachment 1. These 12 intersections meet the Manual of Unified Traffic Control Devices criteria for crossing guards. DISTRICT shall ensure that the crossing guards have undergone background checks and/or fingerprinting as required by California law including but not limited to the applicable provisions of the Education Code.

The 12 intersections are:

South Rexford Drive and Charleville

South Rexford Drive and Gregory

South Elm and Charleville

Robertson and Wilshire

Robertson and Charleville

Charleville and South Arnaz

North Rexford and Elevado

North Rexford crosswalk at Hawthorne Elementary

Whittier and Elevado

Whittier and Wilshire

Wilshire and North Santa Monica

Olympic and Spalding

For Fiscal Year 2009-2010, crossing guard services were provided at 18 intersections in the City.

ATTACHMENT 1

SCHOOL CONTACT	SITE	INTERSECTIONS		AM/PM SCHEDULE	HRS/DAY	COST PAID BY CITY NOT TO EXCEED	COST PAID BY SCHOOL DISTRICT
BEVERLY VISTA ELEMENTARY Contact Info: Cindy Reitzenstein 310-229-3669	BV	S. REXFORD	CHARLEVILLE	7:30-8:45/1:15-4:00	4	\$10,206.56	
	BV	S. REXFORD	GREGORY	7:30-8:45/1:15-4:00	4	\$10,206.56	
	BV	S. REXFORD	OLYMPIC	7:30-8:45/1:15-4:00	4		\$10,206.56
	BV	S. ELM	CHARLEVILLE	7:30-8:45/1:15-4:00	4	\$10,206.56	
	BV	S. ELM	GREGORY	7:30-8:45/1:15-4:00	4		\$10,206.56
HORACE MANN ELEMENTARY Contact Info: Naomi Gibson 310-22-3680	HM	ROBERTSON	WILSHIRE	7:30-8:45/1:15-4:00	4	\$10,206.56	
	HM	ROBERTSON	CHARLEVILLE	7:30-8:45/1:15-4:00	4	\$10,206.56	
	HM	WILLAMAN	WILSHIRE	7:30-8:45/1:15-4:00	4		\$10,206.56
	HM	CHARLEVILLE	S. ARNAZ	7:30-8:45/1:15-4:00	4	\$10,206.56	
	HM	CHARLEVILLE	S. HAMEL	7:30-8:45/1:15-4:00	4		\$10,206.56
HAWTHORNE ELEMENTARY Contact Info: Georgianne Yonaty 310-229-3675	HAW	N. REXFORD	ELEVADO (IFOS)	7:30-8:45/1:15-4:00	4	\$10,206.56	
	HAW	N. REXFORD	SANTA MONICA	7:30-8:45/1:15-4:00	4		\$10,206.56
	HAW	N. REXFORD	Crosswalk	7:30-8:45/1:15-4:00	4	\$10,206.56	
	HAW	CARMELITA	N. REXFORD	7:30-8:45/1:15-4:00	4		\$10,206.56

SCHOOL CONTACT	SITE	INTERSECTIONS		AM/PM SCHEDULE	HRS/DAY	COST PAID BY CITY NOT TO EXCEED	COST PAID BY SCHOOL DISTRICT
EL RODEO ELEMENTARY Contact Info: Susie Wallach 310-229-3670	ER	WHITTIER	ELEVADO	7:30-8:45/1:15-4:30	4.5	\$11,482.38	
	ER	WHITTIER	WILSHIRE	7:30-8:45/1:15-4:30	4.5	\$11,482.38	
	ER	WILSHIRE	S. SANTA MONICA	7:30-8:45/1:15-4:00	4		\$10,206.56
	ER	WILSHIRE	N. SANTA MONICA	7:30-8:45/1:15-4:00	4	\$10,206.56	
	ER	TRENTON	WHITTIER	7:30-8:45/1:15-4:00	4		\$10,206.56
	HS	OLYMPIC	SPAULDING	7:30-8:45/1:15-4:00	4	\$10,206.56	
	ER	TRENTON	ELEVADO	7:30-8:45/1:15-4:30	4.5		\$11,482.38
SUBTOTAL:						\$125,030.36	\$93,134.86

TOTAL: \$218,165.22

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

For crossing guard services provided by District for Fiscal Year 2010-2011, the City shall compensate the District as follows:

1. For Fiscal Year 2010-2011, DISTRICT shall submit detailed statements in a form approved by CITY for each fiscal quarter (July-Sept., Oct. – Dec., Jan. – March, April – June) within thirty (30) days of the quarter's end for the services provided pursuant to this Agreement. Such statements shall include intersection location, hours of service, and cost of service. If a third party contractor is utilized by DISTRICT, the invoice shall also include the invoice(s) provided to DISTRICT by that third party contractor. CITY shall reimburse the DISTRICT in an amount per each intersection that does not exceed the maximum amount budgeted for that intersection as set forth in Attachment 1 of Exhibit A. In no event shall CITY reimburse DISTRICT more than \$125,030.36 for fiscal year 2010-2011.

2. For Fiscal Year 2009-2010, CITY will reimburse DISTRICT an amount not to exceed One Hundred Fifty-Three Thousand Nine Hundred Thirty-Five Dollars (\$153,935) for crossing guard services for 18 intersections within thirty (30) days of the presentation of an invoice that contains the intersection location, hours of service, and cost of service. If a third party contractor is utilized, the DISTRICT's invoice shall also include the invoice(s) provided to DISTRICT by that third party contractor.