



AGENDA REPORT

Meeting Date: June 21, 2011
Item Number: F-5
To: Honorable Mayor & City Council
From: Aaron Kunz, Deputy Director of Transportation
Subject: AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND BEVERLY HILLS UNIFIED SCHOOL DISTRICT FOR REIMBURSEMENT OF THE COST OF CROSSING GUARD SERVICES

Attachments: 1. Amendment No. 1 (Agreement)

RECOMMENDATION

City staff recommends that the Beverly Hills City Council approve "Amendment No. 1 to an Agreement between the City of Beverly Hills and the Beverly Hills Unified School District for reimbursement of the cost of crossing guard services."

INTRODUCTION

In August 2010, the Beverly Hills City Council approved Agreement No. 305-10 with the Beverly Hills Unified School District (BHUSD) to reimburse an amount not to exceed \$125,030.36 for FY2010-2011 for school crossing guard services. The agreement will expire on June 30, 2011.

DISCUSSION

The City has historically funded all or a portion of the adult crossing guard program. In April 2010, the Transportation & Engineering division analyzed 21 school intersections with assigned adult crossing guards to quantify the service demand at each intersection. Twelve of the 21 intersections met California Manual on Uniform Traffic Control Devices (MUTCD) criteria¹, thus staff supported reimbursing the school district for twelve adult crossing guard services.

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.

When approving the current crossing guard agreement at its August 3, 2010 meeting, the City Council discussed incorporating the adult crossing guard program budget as part of a future Joint Powers Agreement (JPA). The current JPA Agreement No. 259-08 between the City and the BHUSD is in effect through June 30, 2012 and does not include crossing guard services as part of its expenditure budget.

A one-year option clause has been integrated into Amendment No. 1 to allow time for continuing negotiation and execution of the Joint Powers Agreement with the School District, after next fiscal year.

No change or increase in funding or number of adult crossing guards is proposed for FY2011-2012. The School District would assume financial responsibility for all expenses exceeding the proposed \$125,030.36 allocation and/or additional crossing guard locations beyond those identified in Agreement No. 305-10.

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

FISCAL IMPACT

The City will reimburse the BHUSD an amount not to exceed \$125,030.36 for actual expenditures incurred for the 12 qualified crosswalks in FY2011-2012 from the General Fund.



Scott Miller
Finance Approval



David Gustavson
Approved By

Attachment 1

AMENDMENT NO. 1 TO AN 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

COMMENCEMENT DATE July 1, 2010

TERMINATION DATE: June 30, 2012, unless extended pursuant to Section 1 of the Agreement, as amended

CONSIDERATION: Not to exceed \$153,935 for fiscal year 2009-2010; \$125,030.36 for fiscal year 2010-2011; and \$125,030.36 for FY 2011-2012

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

This Amendment No. 1 is to that certain Agreement between the City of Beverly Hills (hereinafter called "CITY"), and Beverly Hills Unified School District (hereinafter called "DISTRICT") dated August 3, 2010 and identified as Contract No. 305-10 ("Agreement"), a copy of which is on file in the City Clerk's office, for reimbursement of the cost of crossing guard services.

RECITALS

A. CITY entered into a written Agreement, dated August 3, 2010, for reimbursement of the cost of crossing guard services.

B. CITY desires to extend the Agreement for one year with an option to extend for one additional year. CITY also desires to amend the Consideration to include such additional costs.

NOW, THEREFORE, the parties hereto do amend the Agreement as follows:

Section 1. The Termination date shall be amended as set forth above.

Section 2. The Consideration shall be amended as set forth above.

Section 3. Exhibit A, entitled, "Scope of Work" shall be amended as attached hereto and incorporated herein by this reference.

Section 4. Exhibit B, entitled, "Schedule of Payment and Rates" shall be amended as attached hereto and incorporated herein by this reference.

Section 5. Section 1 of the Agreement, entitled "Term of Agreement" shall be amended to read as follows:

"Section 1. Term of Agreement. This Agreement shall terminate as set forth above. The City Manager or his designee may extend the Term of Agreement in writing for one additional year or such other term not to exceed one year from the date of termination pursuant to the same terms and conditions of this Agreement."

Section 6. Except as expressly modified by this Amendment No. 1, all of the provisions of the Agreement shall remain in full force and effect.

EXECUTED the ____ day of _____ 201__, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

BARRY BRUCKER
Mayor of the City of Beverly Hills, California

ATTEST

BYRON POPE
City Clerk

BEVERLY HILLS UNIFIED SCHOOL
DISTRICT

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 Years 2010-2011 and 2011-2012, 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 Years 2010-2011 and 2011-2012, the City shall compensate the District as follows:

1. For Fiscal Years 2010-2011 and 2011-2012, 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 years 2010-2011 or 2011-2012.

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.