

City of Highland Finance/Personnel Subcommittee Agenda

June 13, 2023

5:45 p.m.

Upright Conference Room
Highland City Hall
27215 Base Line
Highland, California

SUBCOMMITTEE MEMBERS

LARRY McCALLON, MEMBER
JOHN TIMMER, MEMBER

STAFF

Joseph A. Hughes - City Manager
Alondra Muñoz - Deputy City Clerk
Carlos Zamano - Public Works Director/City Engineer
Chuck Dantuono - Director of Administrative Services/City Treasurer
Lawrence Mainez - Community Development Director
Leticia Nava-Cruz - Assistant Director of Administrative Services
Michelle Gomez - Accountant



MISSION STATEMENT

Highland is dedicated to the betterment of the individual, the family, the neighborhood and the community. The City Council and the staff of Highland are dedicated to providing the quality of public facilities and services that its citizens are willing to fund and will do so as efficiently as possible.

Visit the City's Website at: www.cityofhighland.org

In compliance with the Americans with Disabilities Act (ADA), if you need special assistance, please contact the City Clerk's office at (909) 864-6861, ext. 226, at least 72 hours prior to the meeting for any requests for reasonable accommodation to include interpreters.

Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the City of Highland to all or a majority of the Subcommittee less than 72 hours prior to that meeting are available for public inspection at Highland City Hall, 27215 Base Line, Highland, during normal business hours.

FINANCE/PERSONNEL SUBCOMMITTEE
JUNE 13, 2023 – 5:45 p.m.

CALL TO ORDER

PUBLIC COMMENT

Submission of Public Comments: For those wishing to make public comments by email, please submit your comments by email to be read aloud at the meeting. Email comments must be submitted by 4:45 p.m. on June 13, 2023, to publiccomment@cityofhighland.org. If you are submitting a public comment pertaining to an item on the June 13, 2023 agenda, please identify the agenda item number in the subject line. Members of the public will be permitted to make public comments in person.

BUSINESS ITEMS

1. Minutes – May 16, 2023 Meeting
RECOMMENDATION: Approve the Minutes as submitted.
2. Crossing Guard Services Agreement
RECOMMENDATION: That the Subcommittee review and approve the proposed agreement pending the approval of the City Attorney.

ADJOURN

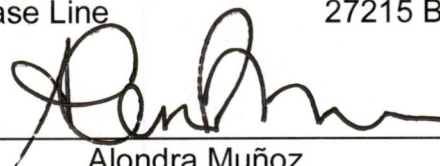
I, Alondra Muñoz, Deputy City Clerk, of the City of Highland, California, certify that I caused to be posted this Agenda on or before the 8th day of June, 2023, by 5:30 p.m. on our website at www.cityofhighland.org and in the following designated areas:

Highland Branch Library
7863 Central Avenue

Fire Station No. 1
26974 Base Line

City Hall
27215 Base Line

Date: June 8, 2023



Alondra Muñoz
Deputy City Clerk

Business Item No. 1



MINUTES
FINANCE/PERSONNEL SUBCOMMITTEE
May 16, 2023

CALL TO ORDER

The Finance/Personnel Subcommittee meeting was called to order at 9:45 a.m. in the Upright Conference Room, 27215 Base Line, Highland, California.

ROLL CALL

Present: McCallon, Timmer
Absent: None

PUBLIC COMMENT

None

BUSINESS ITEMS

1. Minutes – April 19, 2023 Meeting
 Approved the Minutes as submitted.
2. Appropriations Limits 2023/2024
 The Subcommittee reviewed the item and recommended the Appropriations Limits for Fiscal Year 2023/2024 be brought forward to the City Council.
3. City Treasurer Authority 2023/2024
 The Subcommittee reviewed the item and recommended the City Treasurer Authority for Fiscal Year 2023/2024 be brought forward to the City Council.
4. Investment Policy 2023/2024
 The Subcommittee reviewed the item and recommended the Statement of Investment Policy for Fiscal Year 2023/2024 be brought forward to the City Council.
5. CFD 90-1 Annual Tax Levy Fiscal Year 2023/2024
 The Subcommittee reviewed the item and recommended the CFD 90-1 Annual Tax Levy for Fiscal Year 2023/2024 be brought forward to the City Council.
6. CFD 2001-1 Annual Tax Levy Fiscal Year 2023/2024
 The Subcommittee reviewed the item and recommended the CFD 2001-1 Annual Tax Levy for Fiscal Year 2023/2024 be brought forward to the City Council.

7. CFD 2007-1 Annual Tax Levy Fiscal Year 2023/2024
The Subcommittee reviewed the item and recommended the CFD 2007-1 Annual Tax Levy for Fiscal Year 2023/2024 be brought forward to the City Council.
8. Innovative Federal Strategies, LLC Professional Services Agreement
The Subcommittee reviewed the item and approved granting the City Manager authority to execute the Professional Services Agreement with Innovative Federal Strategies, LLC. The item does not have to be brought forward to the City Council for approval.

ADJOURN

There being no further business, the meeting was adjourned at 9:54 a.m.

Submitted by:

Approved by:

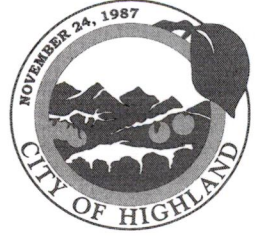
Alondra Muñoz, Deputy City Clerk

Subcommittee Member

Business Item No. 2



Memo



To: Finance/Personnel Subcommittee
From: Melissa Morgan, Public Services Manager
Date: April 11, 2023
Re: Crossing Guard Services Agreement

The current crossing guard services contractor, All City Management, has proposed an agreement to formalize the crossing guard services it provides to the city. Crossing guards are provided in the following four locations:

1. Church Street and Love Street (SE)
2. Cunningham Street and 9th Street (NW)
3. 9th Street and Sterling Avenue (NE)
4. Sterling Avenue and Base Line (SE)

The proposed agreement sets forth an initial term of one-year at a cost estimate of \$68,666.00. It includes the option for extensions beyond one year and compensation to be negotiated between the contractor and city staff.

All City Management has been the provider for crossing guard services in the city since 1994. City staff have found the contractor to be extremely responsive. Concerns and/or complaints are resolved immediately when brought to their attention.

City Staff recommends that the Finance/Personnel Subcommittee approve the proposed contract pending the approval of the City Attorney.

Attachments: FY 2023/24 Costs Worksheet and Agreement

All City Management Services Inc.

Client Worksheet 2023 - 2024

Department: 3401

Billing Rate for 2023 - 2024: \$ 31.79

City of Highland
27215 Base Line
Highland, CA 92346

KEY:

Traditional Calendar:

For sites with no regularly scheduled early release days, use 180 regular days

Sites with traditional calendar:

		12		180		\$31.79	=	\$68,666.40
4 Sites at 3.00 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate			

TOTAL PROJECTED HOURS

2,160.00

TOTAL ANNUAL PROJECTED COST

\$68,666.40



AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the "Agreement") is dated May 10, 2023 and is between the CITY OF HIGHLAND (hereinafter called the "City"), and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a term which commences on or about July 1, 2023 and ends on June 30, 2024 and for such term thereafter as the parties may agree upon.
2. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a "Crossing Guard". The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City.
3. The City's representative in dealing with the Contractor shall be designated by the City of Highland.
4. The City shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.
5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.
6. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws of the state in which the Services are to be performed.
7. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the state in which the Services are to be performed pertaining to general pedestrian safety in school crossing areas.
8. Crossing Guard Services (the "Services") shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under City's jurisdiction. The Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.

9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand-held Stop signs and any other safety equipment which may be necessary.
10. The Contractor shall at all times provide workers' compensation insurance covering its employees and shall provide City a Certificate of Insurance naming the City and its officials, officers and employees as additional insureds. Such insurance shall include commercial general liability with a combined single limit of not less than \$1,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the City, its officers, agents and interest of the City. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the City.
11. Contractor agrees to defend, indemnify and hold harmless the City, its officers, employees, agents and representatives, from and against any and all actions, claims for damages to persons or property, penalties, obligations or liabilities (each a "Claim" and collectively, the "Claims") that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the sole negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, subcontractors, representatives or invitees.
 - a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.
 - b) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay City, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.
 - c) In the event that a court determines that liability for any Claim was caused or contributed to by the negligent act or omission or the willful misconduct of City, liability will be apportioned between Contractor and City based upon the parties' respective degrees of culpability, as determined by the court, and Contractor's duty to indemnify City will be limited accordingly.
 - d) Notwithstanding anything to the contrary contained herein, Contractor's indemnification obligation to City for Claims under this Agreement will be limited to the maximum combined aggregate of Contractor's general liability and umbrella insurance policies in the amount of \$5,000,000 (Five Million Dollars).
12. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.

13. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the City.
14. The City agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Thirty-one Dollars and Seventy-nine Cents (**\$31.79**) per hour, per Crossing Guard during the term. Based on a minimum of four (4) sites and upon a projected (2,160) hours of service the cost shall not exceed Sixty-eight Thousand, Six Hundred and Sixty-six Dollars (\$68,666.00) per year, unless Contractor fails to perform service.
15. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.
16. Contractor may request a price increase during the term as a result of any legally-mandated increases in wages or benefits imposed in the state or municipality in which the Services are to be performed and to which Contractor's employees would be subject. Contractor shall provide City with 60 days-notice of its request to increase pricing. City agrees to review and respond to said notice within 30 days of receipt.
17. The City shall have an option to renew this Agreement. In the event this Agreement is extended beyond the end of the term set forth above, the compensation and terms for the Services shall be established by mutual consent of both parties.
18. This Agreement constitutes the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by all parties. There will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.

CITY

CONTRACTOR

City of Highland

All City Management Services, Inc.

By _____
Signature

By _____
D. Farwell, Corporate Secretary

Print Name and Title

Date _____

Date _____