

CITY OF SAN MARINO
CITY COUNCIL AGENDA

Steve Talt, Mayor

Steven W. Huang, DDS, Vice Mayor

Susan Jakubowski, Council Member

Gretchen Shepherd Romey, Council Member

Ken Ude, Council Member

Marcella Marlowe, Ph.D., City Manager



www.cityofsanmarino.org

(626) 300-0700 Phone

(626) 300-0709 Fax

City Hall Council Chamber

2200 Huntington Drive

San Marino, CA 91108

ADJOURNED REGULAR MEETING
FRIDAY, MAY 25, 2018
8:00 A.M.
CROWELL PUBLIC LIBRARY (BARTH ROOM)
1890 HUNTINGTON DRIVE
SAN MARINO, CA 91108

The City of San Marino appreciates your attendance. Citizens' interest provides the Council with valuable information regarding issues of the community.

Regular Meetings are held on the 2nd Wednesday of every month at 6:00 p.m. Adjourned Regular Meetings are held on the last Friday of every month at 8:00 a.m.

In compliance with the American Disabilities Act, any person with a disability who requires a modification or accommodation in order to participate in a meeting should contact the City Clerk's Office at (626) 300-0705 at least 48 hours prior to the meeting.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL: Council Member Jakubowski, Council Member Shepherd Romey, Council Member Ude, Vice Mayor Huang, and Mayor Talt

POSTING OF AGENDA

The agenda is posted 72 hours prior to each meeting at the following locations: City Hall, 2200 Huntington Drive, the Crowell Public Library, 1890 Huntington Drive and the Recreation Department, 1560 Pasqualito Drive. The agenda is also posted on the City's Website: <http://www.cityofsanmarino.org>

PUBLIC COMMENTS

The City Council welcomes public input. Members of the public may address the City Council by completing a public comment card and giving it to the City Clerk prior to the meeting. At this time, the public may address the City Council on items that are not on the agenda. Pursuant to state law, the City Council may not discuss or take action on issues not on the meeting agenda (Government Code Section 54954.2). The Mayor reserves the right to place limits on duration of comments. Staff may be asked to follow up on such items.

STUDY SESSION**1. INTRODUCTION TO THE FY 2018-19 BUDGET PROCESS**

Recommendation: Staff recommends that the Council hear presentations on the budget process, outlook, and philosophy and offer policy direction as the City Council, as a whole, desires.

NEW BUSINESS**2. EXPANSION OF SUMMER SESSION CROSSING GUARD SERVICES TO THE SAN MARINO SCHOOL DISTRICT AND APPROPRIATION FROM RESERVES IN THE AMOUNT OF \$4,018**

Recommendation: A motion to 1) authorize a budget amendment and appropriation from Public Safety Fund reserves in the amount of \$4,018 to Police Department account #103-30-4150-0000; and 2) authorize the City Manager to amend our current contract agreement and include four Crossing Guards from June 4, 2018-July 13, 2018 with a total cost not to exceed \$8,467.52.

PUBLIC COMMENTS**ADJOURNMENT**

The San Marino City Council will adjourn to the next regular meeting to be held on **WEDNESDAY, JUNE 13, 2018, at 6:00 P.M.** in the City Hall Council Chamber, 2200 Huntington Drive, San Marino, California.

Dated: May 21, 2018
Posted: May 21, 2018

VERONICA RUIZ, CMC
CITY CLERK

City of San Marino
AGENDA REPORT



TO: MAYOR AND CITY COUNCIL
FROM: MARCELLA MARLOWE, PH.D., CITY MANAGER
DATE: MAY 25, 2018
SUBJECT: **INTRODUCTION TO THE FY 2018-19 BUDGET
PROCESS**

Steve Talt, Mayor
Steven W. Huang, DDS, Vice-Mayor
Susan Jakubowski, Council Member
Gretchen Shepherd Romey, Council Member
Ken Ude, Council Member

STRATEGIC PLAN CRITICAL SUCCESS FACTORS

- Engaged and Connected Residents
- Efficient, Responsive, and Effective City Services
- Fiscally Responsible and Transparent City Government

BACKGROUND

The City of San Marino’s fiscal year (FY) runs from July 1 of one year to June 30 of the next. As such, the current year’s budget concludes on June 30, 2018. On March 14, the City Council voted to adopt a Resolution of Continuing Appropriations, postponing adoption of next year’s budget (FY 18-19) by two months, in order to give the organization an opportunity to incorporate the results of the newly-adopted Strategic Plan and the recommendations of the Long-Term Strategic Financial Planning Committee. In sum, this means that the budget will be adopted by September 1, but be retroactive back to July 1. In the meantime, we will operate during those two months on a “business as usual” method, meaning that no new expenditures or projects will commence since City Council approval will not yet have occurred.

San Marino’s Municipal Code, in §02.03.04(I) specifies that... “In addition to the general powers as administrative head, and not as a limitation thereon, it shall be the City Manager’s duty and he/she shall have the power for Preparation of Budget: to prepare, submit, and recommend to the Council the annual operating and capital improvements budget.” This item will include verbal presentation to introduce our budgeting process and philosophy for the upcoming budget cycle.

DISCUSSION

We have built, and are continuing to build, the budget process from scratch this year. This is uncommon in municipal government. However, given the perception and reality of financial management challenges over the last few years, maintaining our past practice would have been irresponsible. Similarly, a majority

of the team is new – 3 of 5 Council Members and 6 of 9 Executive Team members are going through the budget process here for the first time.

The FY 18-19 budget will be a transitional budget. By this I mean that we will be correcting much of the technical and procedural issues from last year (and beyond), but we will still have work to do in the following year. We appreciate the Council's understanding about the complexities and special nature of municipal budgeting and support for our ongoing efforts to offer professional administrative and financial management. In other words, we aren't yet where we want to be, but we're glad to not be where we were!

Over the course of this meeting, the City Council will receive a presentation on the Capital Improvement Program from Parks & Public Works Director Michael Throne, our long-range financial outlook from Finance Director Josh Betta, and the philosophy of this year's budget from me.

As noted earlier, the Code places the responsibility on my shoulders to present an appropriate budget to the City Council that represents our shared vision for the organization; the Executive Team and I have been hard at work to craft such a budget and look forward to a detailed presentation at the June 29 City Council meeting. If the Council as a whole has any direction for me to consider when building the budget, we must receive it at this May 25 meeting in order to ensure timely budget adoption.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends that the Council hear presentations on the budget process, outlook, and philosophy and offer policy direction as the City Council, as a whole, desires.

City of San Marino
AGENDA REPORT



TO: MAYOR AND CITY COUNCIL

FROM: MARCELLA MARLOWE, PH.D., CITY MANAGER

BY: JOHN N. INCONTRO, CHIEF OF POLICE
LARA KLAHEJIAN, ADMINISTRATIVE ANALYST

DATE: MAY 25, 2018

SUBJECT: **EXPANSION OF SUMMER SESSION CROSSING
GUARD SERVICES TO THE SAN MARINO SCHOOL
DISTRICT AND APPROPRIATION FROM RESERVES
IN THE AMOUNT OF \$4,018**

Steve Talt, Mayor

Steven W. Huang, DDS, Vice-Mayor

Susan Jakubowski, Council Member

Gretchen Shepherd Romey, Council Member

Ken Ude, Council Member

STRATEGIC PLAN CRITICAL SUCCESS FACTORS

- Efficient, Responsive, and Effective City Services
- Safe Community
- Fiscally Responsible and Transparent City Government

BACKGROUND

Since 2006, All City Management has been providing Crossing Guard Services to our Community, ensuring that our children get to and from school in a safe manner. Approximately two years ago, City Manager John Schaefer made the decision to pay for Crossing Guards when the Parent Teacher Student Association decided unilaterally to cease paying for this summer program. Based upon a request from the San Marino Unified School district and the Police Department's assessment, we concurred with their request. This decision was predicated on the safety for the students using the crossing guards and maintaining assignments of the crossing guards consistent with the normal school year.

DISCUSSION

The San Marino Police Department takes pride in serving our community by providing an efficient, responsive, and effective service to our city. During the past two years, summer school was held at Carver Elementary where we deployed two crossing guards at Huntington Drive and San Gabriel Boulevard.

Last week, the School District informed the City that summer school will be held at Valentine and Huntington Middle Schools. The San Marino Police Department was required to request the

AGENDA ITEM NO. 2

addition of two additional crossing guards bringing our total to four. A key element associated with this decision was to provide a safe, community crossing guard program and ensure the safety of our children as they walk between home and school. The San Marino Police Department's goal is to remain fiscally transparent through this report. The intent of the City is to include four Crossing Guards at the following intersections: Huntington Drive and West Drive, Huntington Drive and Virginia Road (north side), Huntington Drive and Virginia Road (south side) and Roanoke Road and Virginia Road for a six week summer session (June 4, 2018-July 13, 2018) The six week session is split into two parts. The total projected cost to the City will be as follows:

June 4, 2018 through June 30, 2018 at \$17.83 for 20 days at 4 locations.

A total of 16 hours per day at \$5,705.60.

July 1, 2018 through July 13, 2018 at \$19.18 for 9 days at 4 locations

A total of 16 total hours per day for \$2,761.92.

Total = \$8,467.52.

FISCAL IMPACT

The FY 2017-18 budget for crossing guard services is \$119,600. This amount includes the cost of two crossing guards in the amount of \$4,449.76. Since the total cost for the four crossing guards would be \$8,467.52, there will be an additional fiscal impact of \$4,017.76.

RECOMMENDATION

If the City Council concurs, an appropriate motion would be:

“I move to 1) authorize a budget amendment and appropriation from Public Safety Fund reserves in the amount of \$4,018 to Police Department account #103-30-4150-0000; and 2) authorize the City Manager to amend our current contract agreement and include four Crossing Guards from June 4, 2018-July 13, 2018 with a total cost not to exceed \$8,467.52.”

ATTACHMENTS

1. Client Worksheet 2017-2018
2. Existing Contract and Contract Amendment

All City Management Services Inc.

Summer Client Worksheet 2017-2018

Dept # 6105

Billing Rate Through June 30th, 2018 \$17.83

Billing Rate Starting July 1st, 2018 \$19.18

City of San Marino
2200 Huntington Drive
San Marino, CA 91108

Summer School is for a total of 29 days (June 4, 2018 - July 13, 2018)

Summer School billed @ \$17.83 for 20 days (June 4, 2018 - June 30, 2018)

		16		20		\$17.83	=	\$5,705.60
4	Sites at 4.0 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

Summer School billed @ \$19.18 for 9 days (July 1, 2018 - July 13, 2018)

		16		9		\$19.18	=	\$2,761.92
4	Sites at 4.0 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

TOTAL PROJECTED HOURS

464

TOTAL ANNUAL PROJECTED COST

\$8,467.52

City of San Marino



October 10, 2016

Mr. Baron Farwell
All City Management Services
10440 Pioneer Blvd., Ste. #5
Santa Fe Springs, CA 90670

RE: Agreement with the City of San Marino to Provide School Crossing Guard Services

Dear Mr. Farwell:

Please find enclosed for your records a copy of the above referenced agreement as fully executed by the City of San Marino.

If you should have any questions, please feel free to contact Police Commander Richard Ward at (626) 300-0732.

Sincerely,

A handwritten signature in cursive script that reads "Veronica Ruiz".

Veronica Ruiz
City Clerk

VAR/s
Enclosure

cc: Richard Ward, Police Commander

4

**AGREEMENT BETWEEN THE CITY OF SAN MARINO
AND ALL CITY MANAGEMENT SERVICES, INC.
FOR CROSSING GUARD SERVICES**

This AGREEMENT is made and entered into this 13th day of July 2016 by and between the CITY OF SAN MARINO a municipal corporation, hereinafter called "City," and ALL CITY MANAGEMENT SERVICES, INC., hereinafter called "Contractor."

WITNESSETH

The parties hereto have mutually covenant and agree as follows:

1. This Agreement is for a two-year period commencing July 1, 2016 and ending on June 30, 2018, with an option to unless extended by mutual written consent.
2. Contractor will provide personnel properly equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as Crossing Guards
3. Contractor is an independent contractor and the Crossing Guards to be provided by it shall at all times be its employees and not those of City.
4. City's representative in dealing with Contractor shall be designated in writing by City.
5. City shall determine and inform Contractor of the locations where Contractor shall provide Crossing Guards. Contractor shall provide at each designated location properly trained Crossing Guards. Contractor shall provide supervisory personnel to ensure that Crossing Guards are provided at the required places and times and in accordance with all terms of this Agreement. Contractor shall notify City if a Crossing Guard or designated alternate will not be at his or her assigned post 30 minutes before the start of the assigned shift.
6. Contractor shall maintain adequate reserve personnel to furnish alternate Crossing Guards in the event that any Crossing Guard fails to report for work at the assigned time and location. In the event that a Crossing Guard is not at the assigned location within 15 minutes from the start of the assigned shift, City shall deduct four (4) hours from its monthly payment to Contractor regardless of whether the Crossing Guard was absent for the full shift or only for part of the shift.
7. In the performance of its duties, Contractor and all employees of Contractor shall conduct themselves in accordance with the terms of this Agreement and the laws, codes and regulations of the United States, the State of California and the City of San Marino.
8. Crossing Guard Services shall be provided by Contractor at the designated locations on all days in which the San Marino Unified District schools are in session. Contractor will maintain communication with the District to maintain proper scheduling.
9. Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognizable as Crossing Guards. Such apparel shall be uniform for Crossing Guards and shall be worn at all times while performing services. This apparel must be appropriate for weather conditions.

Contractor shall also provide all Crossing Guards with hand held Stop signs and any other safety equipment which may be necessary.

10. Contractor shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, with an insurance company admitted to do business in California, rated "A" or better in the most recent Best's Key Insurance Rating Guide, and approved by City, (1) a policy or policies of broad-form commercial general liability insurance with minimum limits of \$1,000,000 combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts by Contractor, its officers, employees, agents, and independent contractors in performance of services under this Agreement and; and (2) Workers' Compensation insurance with a minimum limit of \$1,000,000 or the amount required by law, whichever is greater. City, its officers, employees, attorneys, and designated volunteers shall be named as additional insureds on the policy (ies) as to commercial general liability bodily injury and property damage coverages with respect to liabilities arising out of Contractor's work under this Agreement.

Each insurance policy required by this Section 10 shall be endorsed as follows: (1) the insurer waives the right of subrogation against City and its officers, employees, agents and representatives; (2) the policies are primary and non-contributing with any insurance that may be carried by City; and (3) the policies may not be canceled or materially changed except after thirty (30) days prior written notice by insurer to City. The endorsement requirements set forth in this subsection shall not apply to the professional liability policy required by this Section 10.

All insurance coverages shall be confirmed by execution of endorsements on forms approved by City. Contractor is required to file the completed policy endorsements with City prior to commencing work and shall thereafter maintain current endorsements on file with City. The completed endorsements are subject to the approval of City. If for any reason it shall not be possible to obtain endorsements on City's forms, the underlying insurance policies are nonetheless required to include the terms and conditions set forth in this Agreement, unless otherwise agreed by the City Manager.

11. Contractor shall indemnify City, its officers, employees, attorneys, contractors, and agents (collectively and individually referred to as "Indemnitees") against, and shall hold and save each of them harmless from, any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the acts, errors, or omissions of Contractor, its officers, agents, employees, subcontractors, or invitees.

Contractor will defend any action or actions filed in connection with any said claim, damage, penalty, obligation or liability and will pay all costs and expenses relating directly or indirectly thereto, including attorney's fees incurred in connection herewith.

Contractor will promptly pay any award, settlement, judgment, or similar economic consideration rendered against the indemnitees, or any of them, for any such claim, damage, penalty, obligation or liability.


In the event any of the Indemnitees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or made in connection with Contractor's performance of this Agreement, Contractor agrees to pay said Indemnitees any and all costs and expenses incurred by said Indemnitees in such action or proceeding, including, but not limited to, reasonable attorney's fees.

12. Either party may terminate this Agreement by giving sixty (60) days' written notice to the other.
13. Contractor shall not have the right to assign this Agreement to any other person or firm except with the prior written consent of City.
14. City agrees to pay Contractor for the services rendered pursuant to this Agreement the sum of Seventeen Dollars and Eight Cents (\$17.08) per hour that each Crossing Guard provides services. The total cost of this Agreement shall not exceed One Hundred Twenty-Three Thousand, One Hundred and Eighty Dollars and Ninety-Six Cents, (\$123,180.96) per contract year without the written approval of the City Manager. The above sum includes a 29 day Summer Session totaling \$11,887.68.
15. Payment of undisputed charges is due to Contractor within thirty (30) days of receipt of Contractor's invoice.
16. Contractor may request a price increase during the contract period as result of any legislative mandated increases in wages or benefits for California employees. Contractor shall provide City 60 days' notice and justification of its request to adjust pricing based on any new wage or benefit laws. City agrees to review and respond to said notice within 30 days of receipt of request.

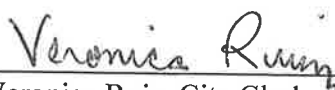
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

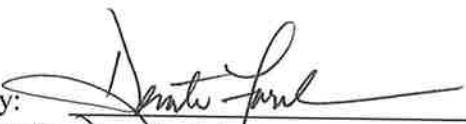
City of San Marino

All City Management Services, Inc.

By: 
 Interim City Manager
 ATTEST: Cindy Collins

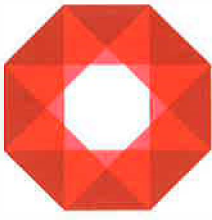
By: 
 Name: Baron Frank
 Title: President

By: 
 Veronica Ruiz, City Clerk

By: 
 Name: Doretha Fajana
 Title: Secretary

APPROVED AS TO FORM:

By: _____
 Steven L. Dorsey, City Attorney



ALL CITY MANAGEMENT SERVICES

Amendment to Agreement between All City Management Services, Inc. and the City of San Marino for providing School Crossing Guard Services

The **City of San Marino** hereinafter referred to as the "City", and **All City Management Services, Inc.**, located at 10440 Pioneer Blvd., Suite 5, Santa Fe Springs, CA 90670, hereinafter referred to as the "Contractor"; mutually agree to amend the existing Agreement entered into on July 13, 2016 as follows:

- Item #14** The City agrees to pay Contractor for services rendered for summer school from June 4, 2018 to June 30th 2018. It is understood that the cost of providing services for 4 sites shall not exceed Eight Thousand Four Hundred and Sixty-Seven (\$8,467.52).

Except as provided for in Item #14 all other terms and conditions of the original Agreement and Amendments thereto between the City and the Contractor remain in effect.

City of San Marino

By _____
Signature
Marcella Marlowe

City Manager

Date: _____

Attest:

By" _____
City Clerk

Date: _____

All City Management Services, Inc.

By _____
Demetra Farwell, Corporate Secretary

Date: May 16, 2018