

CITY OF MONTCLAIR

**CITY COUNCIL
SUCCESSOR REDEVELOPMENT AGENCY,
MONTCLAIR HOUSING CORPORATION, MONTCLAIR
HOUSING AUTHORITY, AND MONTCLAIR COMMUNITY
FOUNDATION MEETINGS**

AGENDA PACKET



**Monday, July 1, 2024
7:00 p.m.**

**Montclair City Council Chambers
5111 Benito Street
Montclair, CA 91763**

Mayor

Javier "John" Dutrey

Mayor Pro Tem

Tenice Johnson

Council Members

Bill Ruh

Corysa Martinez

Benjamin "Ben" Lopez

City Manager

Edward C. Starr

City Attorney

Diane E. Robbins

City Clerk

Andrea M. Myrick



**REGULAR JOINT MEETING OF THE
CITY COUNCIL, SUCCESSOR AGENCY, MONTCLAIR HOUSING CORPORATION,
MONTCLAIR HOUSING AUTHORITY, AND MONTCLAIR COMMUNITY FOUNDATION**

to be held in the Council Chambers
5111 Benito Street, Montclair, California

Monday, July 1, 2024
7:00 p.m.

If you want to provide comments on an agenda item, including public hearing and closed session items, please complete a Speaker Card located in the Council Chambers. The Mayor/Chair (or the meeting's Presiding Officer) will call on those who submitted requests to speak at the appropriate times during the meeting. Written comments (200-word limit per agenda item, and 200-word limit for all non-agenda items combined) can also be emailed to cityclerk@cityofmontclair.org at least one hour before the meeting begins.

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Zoom Link: <https://zoom.us/j/93717150550> / Dial Number: 1 (669) 900-6833 / Meeting ID: 937-1715-0550

AGENDA

- I. CALL TO ORDER** City Council [CC], Successor Agency Board [SA],
Montclair Housing Corporation Board [MHC],
Montclair Housing Authority Commission [MHA],
Montclair Community Foundation Board [MCF]

II. INVOCATION

In keeping with our long-standing tradition of opening our Council meetings with an invocation, this meeting may include a nonsectarian invocation. Such invocations are not intended to proselytize or advance any faith or belief or to disparage any faith or belief. Neither the City nor the City Council endorses any particular religious belief or form of invocation.

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

V. PRESENTATIONS

- A. Introduction of New Police Officers

VI. PUBLIC COMMENT

*During Public Comment, you may comment on any subject that **does not** appear on this agenda. Each speaker has up to five minutes. The meeting's presiding officer may provide more or less time to accommodate speakers with special needs or a large number of speakers waiting in line. (Government Code Section 54954.3).*

Under the provisions of the Brown Act, the meeting bodies are prohibited from participating in substantial discussion of or taking action on items not listed on the agenda.

VII. PUBLIC HEARINGS

Page No.

- A. Second Reading — Consider Adoption of Ordinance No. 24-1006 Amending the Zoning Code and Repealing and Replacing Chapter 11.23 of the Montclair Municipal Code Relating to Accessory Dwelling Units and Junior Accessory Dwelling Units in Residential Zones (Case No. 2024-21) [CC]

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VIII. CONSENT CALENDAR

- A. Approval of Minutes

1. Regular Joint Meeting — June 17, 2024 [CC/SA/MHC/MHA/MCF]

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3. Consider Approval of Agreement No. 24-37 with Anthesis for Janitorial Services at the Police Department, Subject to Any Revisions Deemed Appropriate by the City Attorney [CC]	31
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IX. PULLED CONSENT CALENDAR ITEMS	
X. COMMUNICATIONS	
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1. Request for City Council to Meet in Closed Session Pursuant to Government Code §54956.8 Regarding Real Property Negotiations [CC]	
<i>Property:</i>	<i>APN: 1009-191-01-0000</i>
<i>Negotiating Parties:</i>	<i>City of Montclair and Arturo & Karen Gonzalez</i>
<i>City Negotiators:</i>	<i>Edward C. Starr, City Manager</i>
<i>Under Negotiation:</i>	<i>Recommendations Regarding Purchase Price</i>
C. City Manager/Executive Director	
D. Mayor/Chairperson	
1. Consider Making Appointments to Three (3) Scheduled Vacancies on the Community Activities Commission for Full Four-Year Terms Ending June 30, 2028 [CC]	

E. Council Members/Directors

F. Committee Meeting Minutes *(for informational purposes only)*

1. Personnel Committee Meeting — June 17, 2024 [CC]

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XI. CLOSED SESSION

XII. CLOSED SESSION ANNOUNCEMENTS

XIII. ADJOURNMENT

The next regular joint meeting of the City Council, Successor Agency Board, Montclair Housing Corporation Board, Montclair Housing Authority Commission, and Montclair Community Foundation Board will be held on Monday, July 15, 2024 at 7:00 p.m.

Reports, backup materials, and additional materials related to any item on this Agenda distributed to the meeting bodies after publication of the Agenda packet are available for public inspection in the Office of the City Clerk between 7:00 a.m. and 6:00 p.m., Monday through Thursday. Please call the City Clerk's Office at (909) 625-9416 or send an e-mail to cityclerk@cityofmontclair.org to request documents via e-mail.

If you need special assistance to participate in this meeting, call the City Clerk's Office at (909) 625-9416 or e-mail cityclerk@cityofmontclair.org. Notification prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 ADA Title II)

I, Andrea M. Myrick, City Clerk, hereby certify that I posted, or caused to be posted, a copy of this Agenda not less than 72 hours prior to this meeting on the City's website at <https://www.cityofmontclair.org/agendas/> and on the bulletin board adjacent to the north door of Montclair City Hall at 5111 Benito Street, Montclair, CA 91763 on Thursday, June 27, 2024.



CITY COUNCIL AGENDA REPORT

DATE:	JULY 1, 2024	FILE I.D.:	PLD050
SECTION:	PUBLIC HEARINGS	DEPT.:	COMMUNITY DEV.
ITEM NO.:	A	PREPARER:	M. DIAZ

SUBJECT: SECOND READING — CONSIDER ADOPTION OF ORDINANCE NO. 24-1006 AMENDING THE ZONING CODE AND REPEALING AND REPLACING CHAPTER 11.23 OF THE MONTCLAIR MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS IN RESIDENTIAL ZONES (CASE NO. 2024-21)

REASON FOR CONSIDERATION: City Council action is required to amend the Montclair Municipal Code (MMC) and the Zoning Code. Proposed Ordinance No. 24-1006 would make changes to the MMC and update local regulations in compliance with Government Code section 66310 *et seq.* related to Accessory Dwelling Units (ADU) and Junior Accessory Dwelling Units (JADU) constructed in the City.

The purpose of proposed Ordinance No. 24-1006 is to update the Montclair Municipal Code to be consistent with recent state legislation regarding ADUs and JADUs developed within the City. The proposed ordinance complies with Government Code Section 65310 *et seq.*, as amended by recent legislation, including SB 897.

On June 3, 2024, the City Council conducted a public hearing at which time all persons wishing to testify in connection with the proposed ordinance were given the opportunity to be heard. No public comments were received. The City Council, by a vote of 3-0-1-1 (Lopez abstained; Martinez absent), conducted the first reading and set June 17, 2024, as the date for the second reading of Ordinance No. 24-1006.

Due to comments received from the City Council at the June 3, 2024 meeting regarding Section 11.23.050.H - Income reporting, staff revised the proposed Ordinance to delete this section. Further, the numbering format of the proposed ordinance was updated to be consistent with the numbering format of the Municipal Code. As such, the changes to the text and format of the proposed ordinance necessitated a new First Reading.

On June 17, 2024, the City Council conducted a public hearing for a new first reading of the revised Ordinance at which time all persons wishing to testify in connection with the proposed ordinance were given the opportunity to be heard, and the item was fully studied. One comment was received in support of restricting ADUs and JADUs for low-income renters. The City Council then voted unanimously to set July 1, 2024, as the date for the second reading of Ordinance No. 24-1006.

A copy of proposed Ordinance No. 24-1006 is attached to this report for City Council review and consideration.

BACKGROUND: Pursuant to California Government Code Section 66316, local ordinances that fail to meet the requirements of state ADU/JADU laws are considered null and void in their entirety, and the local jurisdiction will thereafter be limited to only applying State Law standards without local refinements to all local ADU and JADU development projects. The proposed Ordinance would provide updated City procedures and development standards for ADUs and JADUs that are consistent with State Law.

Notable elements of the updated ordinance regarding ADUs and JADUs include the following:

- ADU law applies to all single family and multifamily zoning districts. Code-compliant ADUs and JADUs must be allowed on any lot that includes a single-family dwelling unit, and on lots containing multifamily dwelling units.
- Size of ADUs:
 - The maximum size requirements a local agency can impose for ADUs is 850 square feet if one bedroom, or 1,000 square feet if two or more bedrooms. In addition, local agencies cannot impose restrictions that would prohibit construction of an 800 square-foot ADU.
 - JADUs are limited to a maximum of 500 square feet.
 - Attached ADUs cannot exceeding 50% of the habitable space of the primary unit.
- Enclosed spaces/uses within a proposed or existing single-family residence, such as attached garages, are considered part of the primary single-family residence.
- An increase in the height limits for some ADUs. Specifically, an increased maximum height limit for ADUs that are within half a mile of a major transit stop or high-quality transit corridor from 16 feet to 18 feet. An increase in height limit up to 25 feet may be allowed for an attached ADU to the primary dwelling, but cannot not exceed two stories.
- Minimum side and rear yard setbacks for ADUs are reduced to 4 feet, but front yard and street side setbacks may be maintained per zoning standards, unless otherwise necessary to accommodate placement of an 800 square-foot ADU. Existing non-conforming structures are permitted to maintain their nonconforming setbacks if converted to an ADU.
- Clarifies that installation of fire sprinklers in an ADU will not be required if fire sprinklers are not required for the primary dwelling unit, and further clarifies that construction of an ADU, by itself, will not trigger a requirement for fire sprinklers to be installed in the existing primary dwelling.
- Generally, one off-street parking space is required for each ADU and tandem parking may be proposed to meet this requirement. The City is prohibited from imposing any parking standards on an ADU, in the following instances:
 - The ADU is within a half-mile walking distance of public transit, an architecturally or historically significant historic district, is part of a proposed or existing primary residence, or
 - If on-street parking permits are required but not offered to the occupant of the ADU, or
 - If a car share vehicle is located within one block of the ADU.
- Replacement parking cannot be required when a garage, carport, or covered parking structure is demolished to accommodate the construction of an ADU or is converted to an ADU.
- An ADU or JADU cannot be denied due to nonconforming zoning conditions, building code violations or unpermitted structures that do not present an immediate threat to public health and safety. Moreover, a local agency may not deny a permit for an unpermitted ADU constructed prior to January 1, 2018, due to a violation of building

standards unless the local agency makes a finding that correcting the violation is necessary to protect the health and safety of the public or occupants of the structure.

- Requires the City to approve or deny an application for an ADU or JADU within 60 days of receiving a completed application. The law also requires the City to justify with a full set of detailed comments describing the deficiencies in the application and explaining how to remedy them.
- Requires local ordinances only impose objective development standards on ADUs. The following Objective Design Standards are included in the proposed local ordinance:
 - The architectural style of the ADU shall match the existing residence, to include roof pitch, exterior building materials, colors, and finishes.
 - Separate exterior entrances apart from that of the primary dwelling.
 - Walls and windows shall be placed to maximize privacy.
 - Rooftop decks are prohibited.
 - Exterior lights shielded and directed downward.
 - Landscaping.
- An ADU or JADU may be rented, but not for a term shorter than 30 days. Further, an ADU or JADU cannot be sold or otherwise conveyed separately.
- Owner occupancy is not required for an ADU created on or after January 20, 2020. However, the owner occupancy requirement applies to all JADUs.
- Upon approval of the ordinance, deed restrictions for ADUs and JADUs will be required.

PLANNING COMMISSION REVIEW: The Planning Commission considered the proposed Ordinance during a noticed public hearing at its regular meeting on May 13, 2024. After reviewing the staff report and draft ordinance, and opening the hearing for public testimony (no public comments were received), the Planning Commission, by a vote of 4-1 (Mendez voting no), recommended City Council approval of the proposed Ordinance per Planning Commission Resolution No. 24-1995. During the public hearing, Commissioner Mendez expressed opposition to allowing ADUs being developed without requiring sufficient parking. The City Attorney clarified that an uncovered on-site parking space was still a requirement for each ADU.

ENVIRONMENTAL REVIEW: Under Section 21080.17 of the California Public Resources Code (PRC), adoption of the proposed Ordinance is statutorily exempt from the California Environmental Quality Act (CEQA). Under PRC Section 21080.17, CEQA does not apply to the adoption of an ordinance by a city or county to implement the provisions of Section 66310 et seq. of the Government Code (State ADU law). The proposed Ordinance implements Government Code Section 66310 et seq. within the City of Montclair in a manner that is consistent with the requirements of State ADU law.

FISCAL IMPACT: The cost for review of future ADU and JADU proposals will be borne by property owners (applicants) at the fee established for review and permits as listed on the City's Master User Fee Schedule, which is approved and amended from time to time by the City Council. Costs to publish a summary of the approved Ordinance as required by law, and codify the Ordinance in the Montclair Municipal Code should not exceed \$1,000.

RECOMMENDATION: Staff recommends the City Council conduct the second reading of, and adopt Ordinance No. 24-1006 amending the Zoning Code and repealing and replacing Chapter 11.23 of the Montclair Municipal Code relating to Accessory Dwelling Units and Junior Accessory Dwelling Units in residential zones (Case No. 2024-21).

ORDINANCE NO. 24-1006

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR ADOPTING ZONING CODE AMENDMENT NO. 2024-21 TO REPEAL AND REPLACE CHAPTER 11.23 OF THE MONTCLAIR MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS (ADUs) AND JUNIOR ACCESSORY DWELLING UNITS (JADUs) IN THE CITY OF MONTCLAIR AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA

WHEREAS, the City of Montclair, California (“City”) is a municipal corporation duly organized under the constitution and laws of the State of California; and

WHEREAS, Planning and Zoning Law authorizes cities to act by ordinance to provide for the creation and regulation of accessory dwelling units (“ADUs”) and junior accessory dwelling units (“JADUs”); and

WHEREAS, the State has identified housing shortage as an issue of statewide significance, and the California Legislature has enacted a series of laws to take steps to streamline the production of housing. The proposed Ordinance would provide updated City procedures and development standards for ADUs and JADUs that are consistent with State law; and

WHEREAS, the California Legislature approved, and the Governor signed into law Senate Bill 897 (“SB 897”) to further amend Government Code sections 65852.2 and 65852.22 relating ADUs and JADUs in the State; and

WHEREAS, SB 897 requires that the City amend its existing ADU ordinance to comply with the new provisions of SB 897; and

WHEREAS, State law requires that the City deem ADUs to be “a residential use that is consistent with the existing general plan and zoning designation” (Government Code Section 65852.2(a)(1)(C)); and

WHEREAS, the City desires to amend its local regulatory scheme for the construction of ADUs and JADUs to comply with the amended provisions of Government Code sections 65852.2 and 65852.22; and

WHEREAS, staff, special counsel, and the City Attorney prepared this Resolution and the proposed Zoning Code Amendment No. 2024-21, including the proposed language and terminology, and any additional information and documents deemed necessary for the Planning Commission to take action; and

WHEREAS, proposed Ordinance No. 24-1006 is statutorily exempt from the California Environmental Quality Act (CEQA) and the City’s CEQA Guidelines under Public Resources Code section 21080.17 and CEQA Guidelines Section 15282(h), which provide that the adoption of an ordinance regarding ADUs by a city to implement Government Code Section 65852.2 is statutorily exempt from CEQA; and

WHEREAS, on May 3, 2024, the City gave public notice of the public hearing on the proposed ordinance before the Planning Commission in the *Inland Valley Daily Bulletin*, a newspaper of general circulation; and

WHEREAS, on May 13, 2024, the Planning Commission held a public hearing and considered the staff report, recommendations by staff, and public testimony concerning the proposed ordinance; and

WHEREAS, on May 13, 2024, the Planning Commission, by a vote of 4 to 1 (Mendez voting no), passed Planning Commission Resolution No. 24-1995 recommending City Council adoption of Ordinance No. 24-1006 to repeal and replace Chapter 11.23 of the Montclair Municipal Code, relating to ADUs and JADUs; and

WHEREAS, on May 24, 2024, the City gave public notice of the public hearing to take place on Monday, June 3, 2024, for proposed Ordinance No. 24-1006 by publishing notice in the *Inland Valley Daily Bulletin*, a newspaper of general circulation a newspaper of general circulation; and

WHEREAS, on June 3, 2024, the City Council conducted a public hearing at which time all persons wishing to testify in connection with the proposed ordinance were given the opportunity to be heard, and the item was fully studied. No public comments were

received. The City Council by a vote of 3-0-1-1 (Lopez abstained; Martinez absent) moved to set June 17, 2024, as the date for the second reading of Ordinance No. 24-1006.

WHEREAS, based on comments received from the Council at the June 3, 2024 meeting regarding Section 11.23.050.H - Income reporting, staff revised the proposed Ordinance to delete this section. Further, the numbering format of the proposed Ordinance was revised to be consistent with the numbering format of the Municipal Code, thereby necessitating a new First Reading of the revised Ordinance; and

WHEREAS, On June 17, 2024, the City Council conducted a public hearing of a new first reading of the revised Ordinance at which time all persons wishing to testify in connection with the proposed ordinance were given the opportunity to be heard, and the item was fully studied. The City Council then voted unanimously to conduct the first reading and set July 1, 2024, as the date for the second reading of Ordinance No. 24-1006; and

WHEREAS, on July 1, 2024, the City Council conducted a second reading of the proposed ordinance; and

WHEREAS, all other legal prerequisites to the adoption of this Ordinance have been satisfied.

NOW, THEREFORE, the City Council of the City of Montclair does ordain as follows:

Section I. The recitals above are each incorporated by reference and adopted as findings by the City Council.

Section II. Under California Public Resources Code section 21080.17, the California Environmental Quality Act ("CEQA") does not apply to the adoption of an ordinance by a city or county implementing the provisions of section 65852.2 of the Government Code, which is California's ADU law and which also regulates JADUs, as defined by section 65852.22. Therefore, the City Council finds that this Ordinance is statutorily exempt from CEQA in that the Ordinance implements the State's ADU law.

Section III. The City Council hereby adopts Zoning Code Amendment 24-1006, and Chapter 11.23 of the Montclair Municipal Code is hereby repealed and replaced to read in its entirety as provided in Exhibit A, attached hereto and incorporated herein by this reference.

Section IV. This Ordinance takes effect thirty (30) days after its adoption.

Section V. The City Clerk shall have the Ordinance published pursuant to Section 36933 of the Government Code.

Section VI. The City Clerk shall submit a copy of this Ordinance to the Department of Housing and Community Development within 60 days after adoption.

Section VII. If any provision of this Ordinance or its application to any person or circumstance is held to be invalid, such invalidity has no effect on the other provisions or applications of the Ordinance that can be given effect without the invalid provision or application, and to this extent, the provisions of this Ordinance are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any portion thereof.

APPROVED AND ADOPTED this XX day of XX, 2024.

ATTEST:

Mayor

City Clerk

I, Andrea M. Myrick, City Clerk of the City of Montclair, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 24-1006 of said City, which was introduced at a meeting of the City Council held on the XX day of XX, 2024, and finally passed not less than five (5) days thereafter at a regular meeting of the City Council on the XX day of XX, 2024, by the following vote, to-wit:

AYES: XX
NOES: XX
ABSTAIN: XX
ABSENT: XX

Andrea M. Myrick,
City Clerk

SECOND
READING
07/01/2024

Exhibit A – Updated ADU Regulations

Chapter 11.23 – ACCESSORY DWELLING UNITS

Section 11.23.010 – Purpose.

The purpose of this section is to allow and regulate accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) in compliance with California Government Code section 66310 et seq., as amended.

Section 11.23.020 – Effect of conforming.

An ADU or JADU that conforms to the standards in this Chapter will not be:

- A. Deemed to be inconsistent with the City’s general plan and zoning designation for the lot on which the ADU or JADU is located.
- B. Deemed to exceed the allowable density for the lot on which the ADU or JADU is located.
- C. Considered in the application of any local ordinance, policy, or program to limit residential growth.
- D. Required to correct a nonconforming zoning condition, as defined in subsection 11.23.030(G) below. This does not prevent the City from enforcing compliance with applicable building standards in accordance with Health and Safety Code section 17980.12.

Section 11.23.030 – Definitions.

As used in this Chapter, terms are defined as follows:

- A. “Accessory dwelling unit” or “ADU” means an attached or detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. An accessory dwelling unit also includes the following:
 1. An efficiency unit, as defined by section 17958.1 of the California Health and Safety Code; and
 2. A manufactured home, as defined by section 18007 of the California Health and Safety Code.
- B. “Accessory structure” means a structure that is accessory and incidental to a dwelling located on the same lot.
- C. “Complete independent living facilities” means permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated.
- D. “Efficiency kitchen” means a kitchen that includes all of the following:
 1. A cooking facility with appliances.
 2. A food preparation counter and storage cabinets that are of a reasonable size in relation to the size of the JADU.
- E. “Junior accessory dwelling unit” or “JADU” means a residential unit that satisfies all of the following:
 1. It is no more than 500 square feet in size.
 2. It is contained entirely within an existing or proposed single-family structure. An enclosed use within the residence, such as an attached garage, is considered to be a part of and contained within the single-family structure.
 3. It includes its own separate sanitation facilities or shares sanitation facilities with the existing or proposed single-family structure.

4. If the unit does not include its own separate bathroom, then it contains an interior entrance to the main living area of the existing or proposed single-family structure in addition to an exterior entrance that is separate from the main entrance to the primary dwelling.
 5. It includes an efficiency kitchen, as defined in subsection 11.23.030(D) above.
- F. "Living area" means the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.
 - G. "Nonconforming zoning condition" means a physical improvement on a property that does not conform with current zoning standards.
 - H. "Passageway" means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the ADU or JADU.
 - I. "Proposed dwelling" means a dwelling that is the subject of a permit application and that meets the requirements for permitting.
 - J. "Public transit" means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.
 - K. "Tandem parking" means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

Section 11.23.040 – Approvals.

The following approvals apply to ADUs and JADUs under this section:

- A. **Building permit only.** If an ADU or JADU complies with each of the general requirements in Section 11.23.040 below, it is allowed with only a building permit in the following scenarios:
 1. **Converted on single-family lot:** One ADU as described in this subsection A.1 and one JADU on a lot with a proposed or existing single-family dwelling on it, where the ADU or JADU:
 - a. Is either: within the space of a proposed single-family dwelling, within the existing space of an existing single-family dwelling, or (in the case of an ADU only) within the existing space of an accessory structure, plus up to 150 additional square feet if the expansion is limited to accommodating ingress and egress; and
 - b. Has exterior access that is independent of that for the single-family dwelling; and
 - c. Has side and rear setbacks that are sufficient for fire and safety, as dictated by applicable building and fire codes.
 - d. The JADU complies with the requirements of Government Code sections 66333 through 66339, as amended.
 2. **Limited detached on single-family lot:** One detached, new-construction ADU on a lot with a proposed or existing single-family dwelling (in addition to any JADU that might otherwise be established on the lot under subsection A.1 above), if the detached ADU satisfies each of the following limitations:
 - a. The side- and rear-yard setbacks are at least four feet.
 - b. The total floor area is 800 square feet or smaller.
 - c. The peak height above grade does not exceed the applicable height limit in subsection B below.

3. **Converted on multifamily lot:** One or more ADUs within portions of existing multifamily dwelling structures that are not used as livable space, including but not limited to storage rooms, boiler rooms, passageways, attics, basements, or garages, if each converted ADU complies with state building standards for dwellings. Under this subsection A.3, at least one converted ADU is allowed within an existing multifamily dwelling, up to a quantity equal to 25 percent of the existing multifamily dwelling units.
4. **Limited detached on multifamily lot:** No more than two detached ADUs on a lot that has an existing or proposed multifamily dwelling if each detached ADU satisfies both of the following limitations:
 - a. The side- and rear-yard setbacks are at least four feet. If the existing multifamily dwelling has a rear or side yard setback of less than four feet, the City will not require any modification to the multifamily dwelling as a condition of approving the ADU.
 - b. The peak height above grade does not exceed the applicable height limit provided in subsection B below.

B. ADU permit.

1. Except as allowed under subsection A above, no ADU may be created without a building permit and an ADU permit in compliance with the standards set forth in Sections O and H.2 below.
2. The City may charge a fee to reimburse it for costs incurred in processing ADU permits, including the costs of adopting or amending the City's ADU ordinance. The ADU permit processing fee is determined by the Director of Community Development and approved by the City Council by resolution.

C. Process and timing.

1. An ADU permit is considered and approved ministerially without discretionary review or a hearing.
2. The City must approve or deny an application to create an ADU or JADU within 60 days from the date that the City receives a completed application. If the City has not approved or denied the completed application within 60 days, the application is deemed approved unless either:
 - a. The applicant requests a delay, in which case the 60-day time period is tolled for the period of the requested delay, or
 - b. When an application to create an ADU or JADU is submitted with a permit application to create a new single-family or multifamily dwelling on the lot, the City may delay acting on the permit application for the ADU or JADU until the City acts on the permit application to create the new single-family or multifamily dwelling, but the application to create the ADU or JADU will still be considered ministerially without discretionary review or a hearing.
3. If the City denies an application to create an ADU or JADU, the City must provide the applicant with comments that include, among other things, a list of all the defective or deficient items and a description of how the application may be remedied by the applicant. Notice of the denial and corresponding comments must be provided to the applicant within the 60-day time period established by subsection C.2 above.
4. A demolition permit for a detached garage that is to be replaced with an ADU is reviewed with the application for the ADU and issued at the same time.

Section 11.23.050 – General ADU and JADU requirements.

The following requirements apply to all ADUs and JADUs that are approved under subsections 11.23.030(A) and (B) above:

A. Zoning.

1. An ADU or JADU subject only to a building permit under subsection 11.23.040(A) above may be created on a lot in a residential or mixed-use zone.
2. An ADU or JADU subject to an ADU permit under subsection B above may be created on a lot that is zoned to allow single-family dwelling residential use or multifamily dwelling residential use.
3. In accordance with Government Code section 66333, as amended, a JADU may only be created on a lot zoned for single-family residences.

B. Height.

1. Except as otherwise provided by subsections 0 and 0 below, a detached ADU created on a lot with an existing or proposed single-family or multifamily dwelling unit may not exceed 16 feet in height.

A detached ADU may be up to 18 feet in height if it is created on a lot with an existing or proposed single-family or multifamily dwelling unit that is located within one-half mile walking distance of a major transit stop or a high-quality transit corridor, as those terms are defined in Section 21155 of the Public Resources Code, and the ADU may be up to two additional feet in height (for a maximum of 20 feet) if necessary to accommodate a roof pitch on the ADU that is aligned with the roof pitch of the primary dwelling unit.

2. A detached ADU created on a lot with an existing or proposed multifamily dwelling that has more than one story above grade may not exceed 18 feet in height.
3. An ADU that is attached to the primary dwelling may not exceed 25 feet in height or the height limitation imposed by the underlying zone that applies to the primary dwelling, whichever is lower. Notwithstanding the foregoing, ADUs subject to this subsection B.2 may not exceed two stories.
4. For purposes of this subsection B, height is measured above the existing legal grade to the peak of the structure.

C. Fire sprinklers.

1. Fire sprinklers are required in an ADU if sprinklers are required in the primary residence.
2. The construction of an ADU does not trigger a requirement for fire sprinklers to be installed in the existing primary dwelling.

D. Rental term. No ADU or JADU may be rented for a term that is shorter than 30 days. This prohibition applies regardless of when the ADU or JADU was created.

E. No separate conveyance. An ADU or JADU may be rented, but, except as otherwise provided in Government Code sections 66340 and 66341, as amended, no ADU or JADU may be sold or otherwise conveyed separately from the lot and the primary dwelling (in the case of a single-family lot) or from the lot and all of the dwellings (in the case of a multifamily lot).

F. **Owner occupancy.**

1. ADUs created under this Chapter on or after January 1, 2020, are not subject to an owner-occupancy requirement.
2. As required by state law, all JADUs are subject to an owner-occupancy requirement. A natural person with legal or equitable title to the property must reside on the property, in either the primary dwelling or JADU, as the person's legal domicile and permanent residence. However, the owner-occupancy requirement in this subsection F.2 does not apply if the property is entirely owned by another governmental agency, land trust, or housing organization.

G. **Deed restriction.** Prior to the issuance of a building permit for an ADU or JADU, a deed restriction must be recorded against the title of the property in the County Recorder's office, and a copy must be filed with the Director of Community Development or his designee. The deed restriction must run with the land and bind all future owners. The form of the deed restriction will be provided by the City and must provide that:

1. Except as otherwise provided in Government Code sections 66340 and 66341, as amended, the ADU or JADU may not be sold separately from the primary dwelling.
2. The ADU or JADU is restricted to the approved size and to other attributes allowed by this section.
3. The deed restriction runs with the land and may be enforced against future property owners.
4. The deed restriction may be removed if the owner eliminates the ADU or JADU, as evidenced by, for example, the removal of the kitchen facilities. To remove the deed restriction, an owner may make a written request to the Director, providing evidence that the ADU or JADU has, in fact, been eliminated. The Director may then determine whether the evidence supports the claim that the ADU or JADU has been eliminated. Appeal may be taken from the Director's determination consistent with other provisions of this Code. If the ADU or JADU is not entirely physically removed but is only eliminated by virtue of having a necessary component of an ADU or JADU removed, the remaining structure and improvements must otherwise comply with applicable provisions of this Code.
5. The deed restriction is enforceable by the director or his or her designee for the benefit of the City. Failure of the property owner to comply with the deed restriction may result in legal action against the property owner, and the City is authorized to obtain any remedy available to it at law or equity, including, but not limited to, obtaining an injunction enjoining the use of the ADU or JADU in violation of the recorded restrictions or abatement of the illegal unit.

H. **Building and safety.**

1. **Must comply with building code.** Subject to subsection H.2 below, all ADUs and JADUs must comply with all local building code requirements.
2. **No change of occupancy.** Construction of an ADU does not constitute a Group R occupancy change under the local building code, as described in Section 310 of the California Building Code, unless the Building Official makes a written finding based on substantial evidence in the record that the construction of the ADU could have a specific, adverse impact on public health and safety. Nothing in this subsection H.2 prevents the City from changing the occupancy code of a space that was uninhabitable space or that was only permitted for non-residential use and was subsequently converted for residential use in accordance with this section.

Section 11.23.060 – Specific ADU requirements.

The following requirements apply only to ADUs that require an ADU permit under subsection B above.

A. Maximum size.

1. The maximum size of a detached or attached ADU subject to this Section H.2 is 850 square feet for a studio or one-bedroom unit and 1,000 square feet for a unit with two or more bedrooms.
2. An attached ADU that is created on a lot with an existing primary dwelling is further limited to 50 percent of the floor area of the existing primary dwelling.
3. Application of other development standards in this Section H.2, such as lot coverage, might further limit the size of the ADU, but no application of the percent-based size limit in subsection A.2 above, front setback, lot coverage limit, or open-space requirement may require the ADU to be less than 800 square feet.

B. Setbacks.

1. An ADU that is subject to this Section H.2 must conform to a 25-foot front-yard setback, subject to subsection A.3 above.
2. An ADU that is subject to this Section H.2 must conform to 4-foot side- and rear-yard setbacks.
3. No setback is required for an ADU that is subject to this Section H.2 if the ADU is constructed in the same location and to the same dimensions as an existing structure.

C. Lot coverage. No ADU subject to this Section H.2 may cause the total lot coverage of the lot to exceed 35 percent, subject to subsection A.3 above.

D. Minimum open space. No ADU subject to this Section H.2 may cause the total percentage of open space of the lot to fall below 1,000 square feet, subject to subsection A.3 above.

E. Passageway. No passageway, as defined by subsection H above, is required for an ADU.

F. Parking.

1. Generally. One off-street parking space is required for each ADU. The parking space may be provided in setback areas or as tandem parking, as defined by subsection K above.
2. Exceptions. No parking under subsection F.1 is required in the following situations:
 - a. The ADU is located within one-half mile walking distance of public transit, as defined in subsection J above.
 - b. The ADU is located within an architecturally and historically significant historic district.
 - c. The ADU is part of the proposed or existing primary residence or an accessory structure under subsection A.1 above.
 - d. When on-street parking permits are required but not offered to the occupant of the ADU.
 - e. When there is an established car share vehicle stop located within one block of the ADU.
 - f. When the permit application to create an ADU is submitted with an application to create a new single-family or new

multifamily dwelling on the same lot, provided that the ADU or the lot satisfies any other criteria listed in subsections F.2.a through e above.

3. No Replacement. When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an ADU or converted to an ADU, those off-street parking spaces are not required to be replaced.

G. Architectural requirements.

1. The materials and colors of the exterior walls, roof, windows, and doors must match the appearance and architectural design of those of the primary dwelling.
2. The roof slope must match that of the dominant roof slope of the primary dwelling. The dominant roof slope is the slope shared by the largest portion of the roof.
3. The exterior lighting must be limited to down-lights or as otherwise required by the building or fire code.
4. The ADU must have an independent exterior entrance apart from that of the primary dwelling.
5. The interior horizontal dimensions of an ADU must be at least 10 feet wide in every direction, with a minimum interior wall height of seven feet.
6. Windows and doors of the ADU may not have a direct line of sight to an adjoining residential property. Fencing, landscaping, or privacy glass may be used to provide screening and prevent a direct line of sight.
7. All windows and doors in an ADU are less than 30 feet from a property line that is not a public right-of-way line must either be (for windows) clerestory with the bottom of the glass at least six feet above the finished floor, or (for windows and for doors) utilize frosted or obscure glass.

H. Landscape requirements. Evergreen landscape screening must be planted and maintained between the ADU and adjacent parcels as follows:

1. At least one 15-gallon size plant shall be provided for every five linear feet of exterior wall. Alternatively, at least one 24" box-size plant shall be provided for every ten linear feet of exterior wall.
2. Plant specimens must be at least six feet tall when installed. As an alternative, a solid fence of at least 6 feet in height may be installed.
3. All landscaping must be drought-tolerant and conform with water conservation standards.

I. Protections. An ADU that is on or within 600 feet of real property and is listed in the California Register of Historic Resources must be located so as not to be visible from any public right-of-way.

Section 11.23.070 – Fees.

The following requirements apply to all ADUs that are approved under subsections A or B above.

A. Impact fees.

1. No impact fee is required for an ADU that is less than 750 square feet in size. For purposes of this subsection A, "impact fee" means a "fee" under the Mitigation Fee Act (Gov. Code § 66000(b)) and a fee under the Quimby Act (Gov. Code § 66477). "Impact fee" here does not include any connection fee or capacity charge for water or sewer service.

2. Any impact fee that is required for an ADU that is 750 square feet or larger in size must be charged proportionately in relation to the square footage of the primary dwelling unit. (E.g., the floor area of the ADU, divided by the floor area of the primary dwelling, times the typical fee amount charged for a new dwelling.)

B. Utility fees.

1. If an ADU is constructed with a new single-family home, a separate utility connection directly between the ADU and the utility and payment of the normal connection fee and capacity charge for a new dwelling are required.
2. Except as described in subsection B.1, converted ADUs on a single-family lot that are created under subsection A.1 above are not required to have a new or separate utility connection directly between the ADU and the utility. Nor is a connection fee or capacity charge required.
3. Except as described in subsection B.1, all ADUs that are not covered by subsection B.2 require a new, separate utility connection directly between the ADU and the utility.
 - a. The connection is subject to a connection fee or capacity charge that is proportionate to the burden created by the ADU based on either the floor area or the number of drainage-fixture units (DFU) values, as defined by the Uniform Plumbing Code, upon the water or sewer system.
 - b. The portion of the fee or charge that is charged by the City may not exceed the reasonable cost of providing this service.

Section 11.23.080 - Nonconforming Zoning Code conditions, Building Code violations, and unpermitted structures.

- A. **Generally.** The City will not deny an ADU or JADU application due to a nonconforming zoning condition, building code violation, or unpermitted structure on the lot that does not present a threat to the public health and safety and that is not affected by the construction of the ADU or JADU.

B. Unpermitted ADUs constructed before 2018.

1. **Permit to legalize.** As required by state law, the City may not deny a permit to legalize an existing but unpermitted ADU that was constructed before January 1, 2018, if denial is based on either of the following grounds:
 - a. The ADU violates applicable building standards, or
 - b. The ADU does not comply with the state ADU law (Government Code section 66310 et seq. [as amended]) or this ADU ordinance (Chapter 11.23).

2. **Exceptions:**

- a. Notwithstanding subsection B.1 above, the City may deny a permit to legalize an existing but unpermitted ADU that was constructed before January 1, 2018, if the City makes a finding that correcting a violation is necessary to protect the health and safety of the public or of occupants of the structure.
- b. Subsection B.1 above does not apply to a building that is deemed to be substandard in accordance with California Health and Safety Code section 17920.3.

- (b) **Nonconforming ADUs and discretionary approval.** Any proposed ADU or JADU that does not conform to the objective standards set forth in this Chapter 11.23 may be allowed by the City with a conditional use permit, in accordance with Chapter 11.78.



CITY COUNCIL AGENDA REPORT

DATE:	JULY 1, 2024	FILE I.D.:	FIN540
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	FINANCE
ITEM NO.:	1	PREPARER:	A. VONG/V. FLORES
SUBJECT:	CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION		

REASON FOR CONSIDERATION: The City Council is requested to consider approval of the Warrant Register and Payroll Documentation.

BACKGROUND: Mayor Pro Tem Johnson has examined the Warrant Register dated July 1, 2024; and the Payroll Documentation dated June 16, 2024, and recommends their approval.

FISCAL IMPACT: The Warrant Register dated July 1, 2024, totals \$1,961,142.59.

The Payroll Documentation dated June 16, 2024, totals \$1,116,886.86 gross, with \$752,358.49 net being the total cash disbursement.

RECOMMENDATION: Staff recommends the City Council approve the above-referenced Warrant Registers and Payroll Documentation.



CITY COUNCIL AGENDA REPORT

DATE:	JULY 1, 2024	FILE I.D.:	PDT360
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	POLICE
ITEM NO.:	2	PREPARER:	M. BUTLER
SUBJECT:	CONSIDER AUTHORIZING THE USE OF \$8,500 IN STATE ASSET FORFEITURE FUNDS TO HOST THE 2024 NATIONAL NIGHT OUT EVENT		

REASON FOR CONSIDERATION: The Police Department, through its Community Relations Division, is coordinating and hosting the 2024 National Night Out community event. The City Council is requested to consider authorizing the use of State Asset Forfeiture funds to purchase goods and services that are essential to its success.

BACKGROUND: The Police Department is dedicated to ensuring the safety of the Montclair community and is committed to engaging residents in dialogue about law enforcement-related responsibilities, concerns, and crime prevention. To that end, the Department, through its Community Relations Division, will coordinate and host this year's National Night Out event at Alma Hofman Park on Tuesday, August 6th. National Night Out is an annual community-building campaign designed to promote police-community partnerships that enhance neighborhood camaraderie and build safer communities.

To encourage community involvement, this year's event will include a photo booth, face painting, and a movie in the park, all at no cost to attendees. Popcorn, cookies, nuts, and shaved ice will be available for sale. Montclair Police and Fire Department personnel will be on hand to speak to the public and provide our youth and the "young at heart" the opportunity to see and handle some of the tools of the trade. Child ID/fingerprint kits and a host of educational and promotional materials that help guide, support, motivate, and encourage residents to take an active role in securing a safer community will be available. In addition, a portion of the funding would be used to purchase one additional movie license in support of the City's Movie in the Park summer series leading up to National Night Out, which is also a perfect opportunity for outreach and interaction with the communities we serve as well as to promote National Night Out.

The San Bernardino County Asset Forfeiture Panel has approved the Department's request to expend Drug and Gang Prevention funds on National Night Out 2024 and one movie-in-the-park event.

FISCAL IMPACT: Pursuant to Health and Safety Code Section 11489, 15 percent of funds distributed through State Asset Forfeiture shall be deposited in a special fund to be "used for the sole purpose of funding programs designed to combat drug abuse and divert gang activity, and shall wherever possible involve educators, parents, community-based organizations and local businesses, and uniformed law enforcement officers." The City has established State Asset Forfeiture Fund 1146 for this purpose.

If authorized by the City Council, funding for the purchase of goods and services for National Night Out and the additional movie license for the City's Movie in the Park summer series would result in an expenditure of \$8,500 from said fund.

RECOMMENDATION: Staff recommends the City Council authorize the use of \$8,500 in State Asset Forfeiture funds to host the 2024 National Night Out event.



CITY COUNCIL AGENDA REPORT

DATE:	JULY 1, 2024	FILE I.D.:	COC050
SECTION:	CONSENT - AGREEMENTS	DEPT.:	ECONOMIC DEV.
ITEM NO.:	1	PREPARER:	M. FUENTES
SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NO. 24-20 WITH THE MONTCLAIR CHAMBER OF COMMERCE TO PROVIDE SERVICES TO PROMOTE LOCAL ECONOMIC DEVELOPMENT, SUBJECT TO ANY REVISIONS DEEMED NECESSARY BY THE CITY ATTORNEY		

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 24-20 with the Montclair Chamber of Commerce to provide services to strengthen and enhance local economic development activities.

A copy of proposed Agreement No. 24-20 is attached for City Council review and consideration.

BACKGROUND: The Montclair Chamber of Commerce was organized in 1958 and has offered its services to the local business community since that time. The Montclair Chamber of Commerce promotes business growth and a business-friendly climate in the Montclair community.

Agreement No. 24-20 would provide funding to the Montclair Chamber of Commerce, a partner agency, for the following services to support economic development in the City of Montclair:

- Monitor and aid in the retention, expansion, and development of existing businesses.
- Promote Montclair as an attractive and prime location for business operations.
- Provide for the support and nurturing of businesses and the development of an entrepreneurial environment through cooperation with other local, county, state, and federal economic development organizations.
- Endeavor to represent all business interests wherever located in the City of Montclair and to conduct its affairs in such a way as to benefit all businesses and areas of the City.

The term of Agreement No. 24-20 is July 1, 2024 through June 30, 2025.

FISCAL IMPACT: If approved by the City Council, the Montclair Chamber of Commerce would receive \$25,000 for the 2024-25 Fiscal Year, payable in equal quarterly payments of \$6,250. This amount was approved in the Fiscal Year 2024-25 Budget in the Economic Development Agency Assets Fund.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 24-20 with the Montclair Chamber of Commerce to provide services to promote local economic development, subject to any revisions deemed necessary by the City Attorney.

**ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF MONTCLAIR
AND THE MONTCLAIR CHAMBER OF COMMERCE**

THIS ECONOMIC DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this 1st day of July, 2024, by the City of Montclair, hereinafter referred to as the ("CITY") and the Montclair Chamber of Commerce, hereinafter referred to as the ("CHAMBER").

1. RECITALS

a. The parties hereto agree that it is the best interest of the CITY and the CHAMBER to strengthen and enhance economic development activities within the CITY through an Agreement renewed annually by the close of each current fiscal year.

b. The parties hereto agree that all funding provided by the CITY for this venture will be expended to fulfill a public purpose, that is economic development, and that periodic auditing will be performed in order to assure that the funds provided by the CITY will be utilized only for public purposes as set forth herein.

2. AGREEMENT

a. NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties here to agree as follows:

ARTICLE 1 – RECITALS

The parties acknowledge and agree that above state recitals are true and correct and incorporated herein by reference.

ARTICLE 2 – SERVICES

The CHAMBER desires to engage in economic development efforts for the CITY area which shall include, but not limited to, the following:

- a. Employ a President/CEO who is an economic development professional with the requisite knowledge, skills, expertise necessary to lead the economic development efforts.
- b. Advise private business concerns located within the CITY, existing business and the business community of the available opportunities within the CITY and within its utilities service area of which they may take advantage and counsel them regarding their suitability to participate in available county, state, and federal economic development programs and grants.
- c. Monitor and aid in the retention, expansion and development of existing businesses.
- d. Advise and counsel private business concerns about the development of infrastructure plans for the expansion of business districts and the creation of business and industrial parks.

- e. Advise and counsel private business concerns of strategies designed to foster the best possible pro-business environment within the CITY.
- f. Promote the CITY as a location for business operations, clean manufacturing, and research and development companies.
- g. Serve as an information source for those interested in economic development and provide relevant referrals to all requests for economic development information, including up-to-date trade area demographics and inventories of available property (retail, industrial, office, etc.).
- h. Provide a CHAMBER web page to be linked to the CITY's web site. The web page shall be updated continuously to provide the most current information concerning economic development in the CITY and surrounding trade area for the purpose of furthering the mission of the CHAMBER.
- i. Provide for the support and nurturing of businesses and the development of an entrepreneurial environment through cooperation with other local, county, state, and federal economic development organizations.
- j. Endeavor to represent all business interests wherever located in the CITY and to conduct its affairs in such a way as to benefit all businesses and areas of the CITY.
- k. Host the annual State of the City address in collaboration with the CITY's Economic Development Coordinator, CITY staff, and the CITY Council.

ARTICLE 3 – PLACE OF WORK

It is understood that the CHAMBER will on an annual basis administer services largely at 9916 Central Avenue, Montclair, California 91763 and/or at a designated CITY facility; although the CHAMBER will, on request, come to City Hall or such other places as designated by the CITY to meet with CITY's representatives.

ARTICLE 4 – PAYMENT

The CITY will pay the CHAMBER the total sum of \$25,000 annually payable in equal quarterly payments of \$6,250 on or before the 30th day of the beginning of each quarter.

ARTICLE 5 – REPORTING

- a. The CHAMBER will submit and present to the CITY annually a receipt and expenditure report on the use of CITY funds.

ARTICLE 6 – RELATIONSHIP OF PARTIES

- a. The CHAMBER is an independent entity and not a department, agency or subdivision of the CITY. The CITY and the CHAMBER are two separate and autonomous entities.
- b. CHAMBER is and shall at all times remain as to the CITY a wholly independent contractor. The personnel performing the services under this Agreement on behalf of CHAMBER shall at all times be under CHAMBER's exclusive direction

and control and shall not be construed to be employees of CITY for any purpose, including eligibility under Public Employees Retirement Law. Neither CITY nor any of its officers, employees, or agents shall have control over the conduct of CHAMBER or any of CHAMBER's officers, employees, or agents, except as set forth in this Agreement. CHAMBER shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the CITY. CHAMBER shall not incur or have the power to incur any debt, obligation, or liability whatever against CITY, or bind CITY in any manner. No employee benefits shall be available to CHAMBER in connection with the performance of this Agreement. Except for the fees paid to CHAMBER as provided in the Agreement CITY shall not pay salaries, wages, or other compensation to CHAMBER for performing services hereunder for CITY. CITY shall not be liable for compensation or indemnification to CHAMBER for injury or sickness arising out of performing services hereunder.

- c. The CITY and the CHAMBER acknowledge that this Agreement is not a delegation of any public function of the CITY and that neither party will play an integral part in either party's decision-making process by reason of this Agreement.

ARTICLE 7 – DURATION

- a. The initial term of this Agreement shall be for a period of one (1) year commencing July 1, 2024, and continuing through June 30, 2025; this AGREEMENT may be renewed annually.
- b. Either party may terminate this Agreement upon ninety (90) days written notice to the other party.
- c. Any notice required or allowed hereunder shall be in writing and sent by certified mail, return receipt requested, or in person with proof of delivery, to the address first listed above, or such other addresses as either party shall have specified by written notice to the other party delivered in accordance herewith.

ARTICLE 8 – NONDISCRIMINATION

- a. The CHAMBER shall not discriminate against any employee or person served under this Agreement on account of race, color, sex, age, religion, ancestry, national origin, handicap, or marital status or as otherwise prohibited by applicable law.

ARTICLE 9 – MISCELLANEOUS

- a. The CHAMBER acknowledges that the CITY, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted or the reduction of revenues for those budgeted agreements that may be available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void; and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreement for a period of exceeding one year, but any agreement

so made shall be executed only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the CITY's performance and obligation to pay under this Agreement is contingent upon annual appropriation.

- b. The CHAMBER shall obtain and possess throughout the term of this Agreement all licenses and permits applicable to its operations under federal, state, and local laws.
- c. The CHAMBER shall at all times maintain its status as a private not-for-profit corporation, organized and created under the laws of the State of California.
- d. This Agreement may be modified or amended by mutual written agreement of the parties, duly executed by both parties.
- e. This Agreement contains all the terms and conditions agreed upon by the parties.
- f. This Agreement shall be governed and construed in accordance with the laws of the State of California. The venue of any legal action to enforce or interpret this Agreement shall be in San Bernardino County, California.
- g. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.
- h. In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- i. If any party seeks to enforce or interpret this Agreement through litigation, each party shall bear its own attorney's fees and costs incurred.
- j. Each person executing this Agreement warrants that he or she has the authority to so execute this Agreement and that no further approval of any kind is necessary to bind the parties hereto.
- k. The CHAMBER shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The CHAMBER shall at all times observe and comply with all such laws and regulations. The CITY and its officers and employees, shall not be liable at law or in equity occasioned by failure of the CHAMBER to comply with this Section.
- l. No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the economic development activities during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or subagreement, or the proceeds thereof, for work to be performed in connection with the activities performed under this Agreement.

- m. CHAMBER agrees to defend, indemnify, and hold harmless the CITY, its officers, employees, agents, and volunteers from any and all liabilities for injury to persons and damage to property arising out of any act or omission of CHAMBER, its officers, employees, agents, or volunteers in connection with CHAMBER's performance of its obligations under this Agreement.

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

"CITY"

City of Montclair
5111 Benito Street
Montclair, CA 91763
(909) 626-8571

"CHAMBER"

Montclair Chamber of Commerce
8880 Benson Avenue, Suite 110
Montclair, CA 91763
(909) 985-5104

CITY

CHAMBER

By: _____
Javier John Dutrey, Mayor

By: _____
Steve Hammitt, Chair

Attest:

By: _____
Andrea M. Myrick, City Clerk

Approved as to Form:

By: _____
Diane E. Robbins, City Attorney



CITY COUNCIL AGENDA REPORT

DATE:	JULY 1, 2024	FILE I.D.:	ADM110-05
SECTION:	CONSENT - AGREEMENTS	DEPT.:	CITY MGR.
ITEM NO.:	2	PREPARER:	M. FUENTES
SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NO. 24-21 WITH CIVIC PUBLICATIONS, INC., TO PROVIDE PUBLIC EDUCATION AND COMMUNITY OUTREACH SERVICES		

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 24-21 with Civic Publications, Inc., to provide public education and community outreach services. The City Council approves agreements for professional services.

A copy of proposed Agreement No. 24-21 with Civic Publications is attached for City Council review and consideration.

BACKGROUND: The City of Montclair periodically provides outreach services to the community through the publication of printed mailers that provide factual content directed at bringing public awareness to civic issues and community events.

In recent years, however, progressive and routine changes in technology have produced a population increasingly sophisticated and diverse in the way it consumes and accesses information. Today, these information sources have grown beyond traditional printed media to encompass and embrace digital formats that include the internet, social media, e-mail, texting, and smartphone application-based programs.

Civic Publications, Inc. (Civic) is a multimedia company located in La Verne that specializes in media, content development, and public outreach for public agencies. Civic works with public agencies to create, coordinate, and distribute public information to help bring awareness and understanding to complex issues on matters of civic importance. Civic prides itself in its ability to articulate city services, projects, and issues with facts, clarity, and transparency to achieve community awareness.

Civic is owned and operated by Chris Lancaster. Mr. Lancaster founded Civic to extend public affairs services to a wide range of government agencies, with expertise in transit, environmental, and public benefit messaging.

Prior to starting Civic, Mr. Lancaster worked as Director of Government Relations and New Business Development for the Los Angeles Newspaper Group, comprising eight daily newspapers in the Los Angeles and San Bernardino Counties with a daily readership of more than 1.6 million.

Mr. Lancaster has more than 20 years of experience managing public affairs content and media for Southern California public agencies, including municipalities, environmental agencies, transit agencies, and public safety agencies. Mr. Lancaster has also held public office, including election to the Covina City Council, and has been a candidate for state office. His years of public service provide a unique approach toward understanding how best to communicate to the public complex issues on matters of civic importance.

Publication Format

Civic has developed public education and awareness campaigns for numerous public agencies including the Sanitation Districts of Los Angeles County; Bureau of Sanitation of the City of Los Angeles; the cities of Vernon and Industry, municipal water districts; Los Angeles Metropolitan Transportation Authority; Los Angeles County Department of Public Works; Los Angeles County Sheriff's Department, and solid waste disposal companies. Civic has been engaged by the City in prior years to produce public educational and outreach materials.

Under proposed Agreement No. 24-21, public education and outreach may include updating the public on proposed development and public works projects, upcoming attractions and events, important advisory messages, public safety services, progress on transit development, City finances, grant applications, and any other relevant and important general government services information.

In order to fully achieve communications outreach with City residents and the business community, staff recommends utilizing services offered by Civic to include newsletter, e-mail, and digital display ad media formats and City website maintenance for related public outreach pages.

The scope of services included in proposed Agreement No. 24-21 includes the following: production, printing, and delivery of a 16-page newsletter; distribution of the newsletter by direct mail to every household in the City; provision of English and Spanish language electronic versions of the newsletter; and distribution of electronic versions of the newsletter to businesses and community members.

FISCAL IMPACT: Approval of Agreement No. 24-21 between the City of Montclair and Civic Publications, Inc., for public education and community outreach would result in a cost to the City of \$30,015.

The costs associated with Agreement No. 24-21 were incorporated in the Fiscal Year 2024-2025 Budget in the Administrative Services Department Budget.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 24-21 with Civic Publications, Inc., to provide public education and community outreach services subject to any revisions deemed necessary by the City Attorney.



CIVIC Publications, Inc.

Christopher W. Lancaster
Publisher

May 14, 2024

Edward C. Starr
City Manager
City of Montclair
5111 Benito St.
Montclair, CA 91763

Re: Agreement to produce an annual newsletter

Dear Mr. Starr,

Submitted for your consideration is this agreement for Civic Publications Inc. to assist the City of Montclair with the development of its annual newsletter to be distributed to the residents of Montclair.

Civic Publications, Inc. provides communications outreach solutions for public agencies, providing factual content and bringing clarity to community and civic issues without advocating for or against any position. Our goal is to inform the public without persuasion.

The task of the newsletter is to explain city services, in a clear fashion, and build awareness of projects, decisions, and funding so that Montclair residents can be informed. Effective communications solutions will cut through the complexity of city hall decisions and issues in the context of planning, specific projects, benefits, and costs for decades to come.

The cost to develop a 16-page newsletter and distribute it to the residents of Montclair is \$30,015.00.

See the attached agreement for a complete listing of the scope of services.

Thank you for the opportunity to submit this agreement and I look forward to developing a cost-effective newsletter that meets the needs of the City and which serves the highest standards of the public interest.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Chris Lancaster', is written over a light blue rectangular background.

Christopher W. Lancaster



CIVIC Publications, Inc.

Christopher W. Lancaster
Publisher

PUBLIC OUTREACH AGREEMENT

This agreement is between the City of Montclair and Civic Publications Inc.

This agreement confirms that the city of Montclair has acquired the services of Civic Publications Inc. to assist the City of Montclair with the development of a newsletter

Scope of services include:

1. Write, design, layout, print and deliver a 16-page newsletter.
2. Newsletter to be distributed by direct mail to every household, business and P.O. Box in the City of Montclair.
3. Provide an English and Spanish electronic version for the city website.
4. Distribute e-edition, English version of the newsletter to 22,000 email addresses within the city of Montclair.

Total cost for services \$30,015.00

Civic Publications, Inc. agrees to provide all services listed in this agreement, and the City of Montclair agrees to pay Civic Publications, Inc. a total of \$30,015.00

All terms of this agreement to be fulfilled by November 30,2024

May 14, 2024

Civic Publications, in Date

Javier John Dutrey, Mayor Date

Attest:

Andrea Myrick, City Clerk Date



CITY COUNCIL AGENDA REPORT

DATE:	JULY 1, 2024	FILE I.D.:	PUB050
SECTION:	CONSENT - AGREEMENTS	DEPT.:	PUBLIC WORKS
ITEM NO.:	3	PREPARER:	M. PARADIS
SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NO. 24-37 WITH ANTHESIS FOR JANITORIAL SERVICES AT THE POLICE DEPARTMENT, SUBJECT TO ANY REVISIONS DEEMED NECESSARY BY THE CITY ATTORNEY		

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 24-37 with Anthesis for janitorial services at the Police Department.

A copy of Agreement No. 24-37 is attached for the City Council's review and consideration.

BACKGROUND: On June 6, 2016, the City entered into Agreement No. 16-48 with Pomona Valley Workshop for custodial services. Pomona Valley Workshop, now called Anthesis, holds a 14(c) certificate which is issued under section 14(c) of the Fair Labor Standards Act (FLSA) as directed by the U.S. Department of Labor. It authorizes employers to pay subminimum wages to workers with disabilities whose productivity is impaired due to their disabilities. Starting October 1, 2024, Anthesis will no longer hold Certificate 14(c) and will pay their employees according to the Federal minimum wage.

Anthesis is contracted to provide three employees per day for 7.5 hours at a rate of \$19.00 per hour. In October 2024, the hourly rate will increase to \$20.00 per hour for each employee.

FISCAL IMPACT: The amount of \$95,000 was approved in the Fiscal Year (FY) 2024-25 operating budget for special contract services at the Police Department. Any adjustment necessary in the FY 2024-25 budget will be assessed during the Mid-Year Budget Review.

RECOMMENDATION: Staff recommends that the City Council approve Agreement No. 24-37 with Anthesis for janitorial services at the Police Department, subject to any revisions deemed necessary by the City Attorney.



1063 W. 6th Street
 Ontario, CA 91762
 909.624.3555
 info@anthesis.us

May 1, 2024

Customer: Javier "John" Dutrey, Mayor
 Montclair City Hall
 5111 Benito Street
 Montclair, California 91763
 Phone: 909 626-8571

MEMORANDUM OF UNDERSTANDING FOR MONTCLAIR CITY HALL

This is a written agreement between Anthesis, (previously known as PVW) and Montclair City Hall for janitorial services to be provided at the location of the Montclair Police Department located at 4870 Arrow Highway, Montclair, CA 91763. This MOU stipulates conditions of the relationship between Anthesis and Montclair City Hall for the mutual provision of supported employment services.

MONTCLAIR CITY HALL AGREES TO PROVIDE THE FOLLOWING:

1. Work for an enclave providing janitorial services 5 days a week for a period of 7.5 hours a day. An enclave is defined as three consumer workers and one job coach. The enclaves will work Monday through Friday between the hours of 8:00am and 4:00pm. Enclave services originally began on June 6, 2016 with a MOU renewal date of March 1, 2024.
2. Montclair City Hall agrees that payment of fees is at a rate of \$19.00 per hour for each consumer worker made payable to Anthesis for work performed and will be invoiced on a weekly basis.
3. Montclair City Hall agrees that effective October 1, 2024 the per hour rate will be increased to \$20.00 per hour for each consumer worker due to the required abolishment of 14(c) Sub-minimum Wage Certificates. This ensures consumers are paid minimum wage rates or above.
4. Montclair City Hall agrees that Anthesis will re-evaluate and appropriately adjust said service agreement (MOU) at any time State of California minimum wage changes, in order to adjust hourly worker rates to reflect minimum wage rates.
5. Montclair City Hall agrees to provide directions and details of the work to be performed, with specific instructions for work to be performed provided to the job coach, including a comprehensive description of job duties to be performed by consumer workers.
6. Montclair City Hall understands that the role of the job coach is to supervise, direct and maintain the quality of work of the consumer workers under his/her supervision.
7. Montclair City Hall will provide an accurate description of safety requirements, personnel standards and other conditions required at the job site.
8. Montclair City Hall will provide all products associated with performance of all assigned duties such as safety supplies and equipment.
9. Montclair City Hall will ensure observation of all applicable standards of confidentiality related to persons working at their site.
10. Montclair City Hall will ensure observation of all applicable labor laws.
11. Montclair City Hall will provide prompt response when requests are made for management support to resolve problems or other issues.
12. Montclair City Hall will ensure workers and their job coach will have accessible use of the restrooms and drinking water while working as well as an appropriate area for workers to take work breaks and a meal period.

Federal Tax ID 95-2465264

Under the Internal Revenue Code, Section 501 (c)(3), Anthesis Services is classified as a non-profit public benefit, publicly supported, tax-exempt, charitable organization with nothing given in return for donations.



Anthesis AGREES TO PROVIDE THE FOLLOWING:

1. Anthesis will provide three consumer workers and one job coach per enclave that are able to perform the tasks agreed upon by Anthesis and Montclair City Hall.
2. Anthesis will make every attempt to provide a substitute for any consumer worker that is absent.
3. Anthesis will provide payroll services for consumer workers and the job coach to include workers' compensation insurance and other related payroll benefits. Anthesis will provide a Certificate of Insurance evidencing that it has workers' compensation insurance coverage.
4. Anthesis will provide supervision, job coach services, and vocational training support for consumer workers while at Montclair City Hall. Anthesis is an independent contractor.
5. Anthesis will ensure quality work is performed in compliance with the requirements of Montclair City Hall.
6. Anthesis will provide prompt management support to resolve problems or other issues.
7. Anthesis will provide a list of key contacts for Montclair City Hall use only.

This MOU is considered automatically renewed annually unless either party expressly requests to terminate or modify it upon the renewal date.

Anthesis will provide Montclair City Hall with monthly invoices for services performed by the enclave, which are due and payable within thirty (30) days from invoice date. A 1.5% per month (18% annum) will be charged on all past due invoices. Anthesis reserves the right to cancel said contract without notice if payment for services is not received.

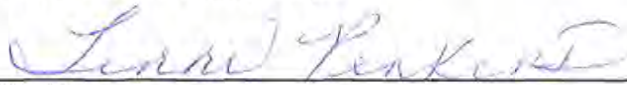
CONDITIONS FOR THE AMENDMENT OR TERMINATION OF THIS AGREEMENT:

This agreement may be amended by mutual consent of authorized representatives of Montclair City Hall and Anthesis. If dissatisfaction should arise on the part of either party, the parties will meet to seek resolution. If no resolution is found, either party may terminate this agreement with a minimum of 10 working days' written notice. If during the course of the contract Montclair City Hall would like to add additional enclaves, rates will be negotiated for each additional enclave as described in this agreement. In the event additional enclaves are placed at Montclair City Hall and subsequently cancelled, the cancellation of an individual enclave does not void the provision for the remaining enclave(s) or negate this contract in its entirety.

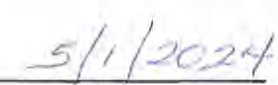
Signatures below are by persons authorized to represent each company, respectively:

Montclair City Hall
By: Javier "John" Dutrey, Mayor

Date



Anthesis



Date

By: Terri Perkins, Director of Employment Programs

Distribution:
Javier (John) Dutrey, Mayor, Montclair City Hall
Terri Perkins, Director of Employment Programs, Anthesis



CITY COUNCIL AGENDA REPORT

DATE:	JULY 1, 2024	FILE I.D.:	HSV043
SECTION:	CONSENT - AGREEMENTS	DEPT.:	HUMAN SVCS.
ITEM NO.:	4	PREPARER:	A.COLUNGA
SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NO. 24-52 WITH SUZANNE YOAKUM TO PROVIDE CASE MANAGEMENT SERVICES AT THE SENIOR CENTER		

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 24-52 for contracted services with Suzanne Yoakum to provide case management services at the Senior Center.

A copy of proposed Agreement No. 24-52 is attached for City Council review and consideration.

BACKGROUND: Case Management is a component of the Healthy Montclair initiative; Healthy Montclair is part of a countywide effort to improve the health and well-being of all county residents by creating healthy environments and promoting healthy life choices. The purpose of the Healthy Montclair Initiative is to achieve an excellence in quality of life for those who live, work, learn, play, eat, and shop in Montclair. Healthy Montclair defines health as a state of complete physical, mental, and social flourishing and not merely the absence of disease or infirmity.

The Human Services Department provides senior case management services at the Montclair Senior Center. Ms. Yoakum has performed these case management services at the Senior Center for many years. Ms. Yoakum has extensive experience working in the social services field as well as being an educator in gerontology and a board member of local senior-serving non-profits. Under this proposed contract services agreement, in her role as case manager for the Senior Center, she will assist in guiding individuals and families to attain financial stability, including basic needs, sustaining safe housing, and moving toward more self-sufficient circumstances.

FISCAL IMPACT: Should the City Council approve Agreement No. 24-52, the City's contractual obligation for senior case management will be \$3,000. The funding for proposed Agreement No. 24-52 was allocated and approved within the Fiscal Year 2024-25 Human Services Department budget. The term of proposed Agreement No. 24-52 is July 1, 2024, through June 30, 2025.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 24-52 with Suzanne Yoakum to provide case management services at the Senior Center.

CITY OF MONTCLAIR

AGREEMENT FOR CONSULTANT SERVICES

HUMAN SERVICES - PROGRAM FISCAL AND CONTRACT COMPLIANCE

THIS AGREEMENT is made and effective as of July 1, 2024 between the City of Montclair, a municipal corporation (“City”) and Suzanne Yoakum, a California sole proprietor (“Consultant”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on July 1, 2024 and shall remain and continue in effect for a period of 12 months until tasks described herein are completed, but in no event later than June 30, 2025 unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

Consultant shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. **PERFORMANCE**

Consultant shall at all times faithfully, competently and to the best of his/her ability, experience and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. **CITY MANAGEMENT**

City’s Human Services Director shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but not including the authority to enlarge the Tasks to be Performed or change the compensation due to Consultant. City’s Human Services Director shall be authorized to act on City’s behalf and to execute all necessary documents which enlarge the Tasks to be Performed or change Consultant’s compensation, subject to Section 5 hereof.

5. **PAYMENT**

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full. This amount is subject to receipt of grant funding and shall not exceed \$3,000 for the

total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the Agreement. Any additional work in excess of this amount shall be approved by the City Council.

(c) Consultant agrees that, in no event shall City be required to pay to Consultant any sum in excess of ninety-five percent (95%) of the maximum payable hereunder prior to receipt by City of all final documents, together with all supplemental technical documents, as described herein acceptable in form and content to City. Final payments shall be made no later than sixty (60) days after presentation of final documents and acceptance thereof by City.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant on a pro-rata basis the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City.

7. DEFAULT OF CONSULTANT

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the City Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure

the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to billed time, sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, claims, applications, computer files, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

9. INDEMNIFICATION

(a) Defense, Indemnity and Hold Harmless. Consultant shall defend, indemnify, and hold harmless the City, its present and former officers, directors, employees, agents, staff, volunteers, mayor, council, boards, committees, and representatives, as broadly interpreted (collectively, the "Indemnified Parties"), of and from all claims, suits, demands, obligations, losses, damages, sums, or any other matters threatened or presently asserted, including but not limited to all legal fees, costs of defense and litigation expenses (including legal fees, expert fees and any other costs or fees, including those of adverse parties imposed on or sought against the Indemnified Parties), arising directly or indirectly out of any liability or claim of loss or liability for personal injury, bodily injury to persons, contractual liability, errors or omissions, breach, failure to perform, damage to or loss of property, or any other loss, damage, injury or other claim of any kind or nature arising out of the work to be performed by Consultant herein, caused by or arising out of the negligent acts or

omissions, or intentional misconduct of Consultant, including its subcontractors, employees, agents, and other persons or entities performing work for Consultant.

(b) Contractual Indemnity. To the fullest extent permitted under California law, Consultant shall contractually indemnify, defend and hold harmless the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, amounts for good faith settlement, or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees and costs), arising out of or related to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to Consultant's officers, agents, representative, employees, independent Consultants, subconsultants/subcontractors or affiliated or related entities and/or its or their employees, agents and representatives, caused by or arising out of all negligent acts or omissions, or intentional misconduct of Consultant, including its subconsultants/subcontractors, employees, agents and other persons or entities performing work for Consultant. Indemnification shall include any claim that Consultant, or Consultant's employees or agents, are or may be considered and treated as employees of the City or are entitled to any employee benefits from City including but not limited to those available under Public Employees Retirement Law. The obligation to indemnify, defend and hold harmless the Indemnified Parties shall apply to all liability as defined above regardless of whether the Indemnified Parties were or are alleged to have been negligent, except that it shall not apply to claims arising from the sole negligence or willful intentional misconduct of the Indemnified Parties. Consultant's obligation to defend the Indemnified Parties is not contingent upon there being an acknowledgement of or determination of the merit of any claims, liability, demands, causes of action, suits, losses, expenses, errors, omissions and/or costs.

(c) Subconsultants/subcontractors and Indemnification. Consultant agrees to and shall obtain executed indemnity agreements in favor of the Indemnified Parties with provisions identical to those set forth from each and every Subconsultant, Subcontractor, or other person or entity involved by, for, with, or on behalf of Consultant in the performance of any aspect of this Agreement. In the event Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible for each and every Subconsultant, Subcontractor or other person or entity in terms of defense, indemnity and hold harmless obligations in favor of the Indemnified Parties as set forth above. This obligation to indemnify and defend the Indemnified Parties is binding on the successors, assigns, or heirs of Consultant and shall survive the full performance or termination of this Agreement. These indemnification provisions are independent of and shall not in any way be limited or superseded by the insurance requirements and insurance-related provisions of this Agreement.

(d) City Lost or Damaged Property – Theft. Consultant further agrees to pay or cause to be paid to the Indemnified Parties' benefit, any and all damages, fines, penalties, and loss or theft of property of the City arising out of or related in any way to the negligent acts or omissions or intentional misconduct of Consultant or of Consultant's officers, agents, representatives, employees, independent contractors,

subconsultants or affiliated or related entities and/or its or their employees, agents and representatives, whether such actions, omissions to act, negligence or intentional conduct is or was authorized by this Agreement or not. City assumes no responsibility whatsoever for any property placed on the premises of City. Consultant further agrees to waive all rights of subrogation against the Indemnified Parties.

(e) Non-Waiver and Non-Exhaustion of City's Further Rights and Remedies. No aspect of this provision shall in any way limit or effect the rights of the Indemnified Parties against the Consultant under the terms of this Agreement or otherwise. The indemnification provisions shall apply regardless of whether this Agreement is executed after Consultant begins the work and shall extend to claims arising after this Agreement is performed or terminated, including a dispute as to the termination of Consultant. The indemnity obligations of Consultant shall continue until it is determined by final judgment that the claim against the City and any Indemnified Parties is determined by final judgment and after exhaustion of any rights of appeal. Further, no aspect of this provision shall impact the City's rights to contribution from Consultant, or for the City to dispute Consultant's refusal to defend and indemnify City.

(f) Limitations on Scope of Indemnity. Notwithstanding the foregoing, Consultant shall not be responsible for indemnification for claims or losses caused by the sole negligence or intentional wrongdoing of Indemnified Parties. Further, the indemnity provided shall be interpreted as broadly as permitted under California law and as to agreements between parties and shall if required be reformed to be consistent with those laws to protect and save this provision for the protection of the Indemnified Parties.

(g) The obligations of Consultant under this or any other provision of this Agreement shall not be limited by the provisions of any workers' compensation act or similar act. The Consultant expressly waives any statutory immunity under such statutes or laws as to the Indemnified Parties. The Consultant's indemnity obligation set forth in this Section 9 shall not be limited by the limits of any policies of insurance required or provided by the Consultant pursuant to this Agreement.

(h) The Consultant's covenant under this Section 9 shall survive the expiration or termination of this Agreement.

10. INSURANCE

(a) **Types of Required Coverages**

Without limiting the indemnity provisions of the Contract, the Consultant shall procure and maintain in full force and effect during the term of the Contract, the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

- (1) **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), including owned, non-owned and hired autos, or the exact equivalent, with minimum limits

of \$100,000 for bodily injury and property damage, each accident. If Consultant owns no vehicles, auto liability coverage may be provided by means of a non-owned and hired auto endorsement to the general liability policy. Automobile liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement.

- (2) **Workers' Compensation:** If applicable, Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 each accident for bodily injury and \$1,000,000 each employee for bodily injury by disease.

(b) Endorsements

Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

- (1) The insurance coverages required by Section (a)(1) Automobile Liability Insurance shall contain the following provisions or be endorsed to provide the following:

Additional Insured: The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Contract. Coverage for the additional insureds shall apply to the fullest extent permitted by law.

Additional Insured Endorsements shall not:

- 1. Be limited to "Ongoing Operations"
 - 2. Exclude "Contractual Liability"
 - 3. Restrict coverage to the "Sole" liability of consultant
 - 4. Exclude "Third-Party-Over Actions"
 - 5. Contain any other exclusion contrary to the Contract)
- (2) The policy or policies of insurance required by Section (a)(2) Workers' Compensation shall be endorsed, as follows:

Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

(c) Notice of Cancellation

Required insurance policies shall not be cancelled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

11. INDEPENDENT CONTRACTOR

(a) Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control and shall not be construed to be employees of City for any purpose, including eligibility under Public Employees Retirement Law. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement City shall not pay salaries, wages, or other compensation or benefits to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

(c) In regard to the professional services provided by Consultant and defined in Exhibit "A," City and Consultant specifically agree as follows:

- (1) While Consultant may perform certain services at the premises of City, Consultant is not required to do so and may perform services at her separate business location.
- (2) With the exception of agreed upon project completion dates and the agreement the Consultant will be available at reasonable business hours, the Consultant shall have the ability to set his/her own hours of operation.
- (3) Consultant represents that the services he/she performs under this Agreement are the same services Consultant is customarily engaged in his/her business. City acknowledges that Consultant does not perform services exclusively for City and that Consultant performs or is available to perform these same services to other clients.
- (4) Consultant will use his/her own discretion and independent judgment in the performance of the services rendered for City under the terms of this Agreement.

12. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Montclair in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Montclair will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the project performed under this Agreement.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, responses to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or

similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

(c) Consultant covenants that neither he/she nor any office or principal of their firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent or subconsultant. Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Consultant and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement.

16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City: Marcia Richter
Human Services Director
City of Montclair
5111 Benito Street
Montclair, CA 91763

To Consultant: Sue Yoakum
1400 W. Francis Avenue
Ontario, CA 91762

17. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, only Misha L. Penn, shall perform the services described in this Agreement.

Consultant's responsible employee may use assistants, under his direct supervision, to perform some of the services under this Agreement. Consultant shall provide City fourteen (14) days' notice prior to the departure of the responsible employee from Consultant's employ. Should he leave Consultant's employ, the City shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

18. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement, including a City of Montclair business license.

19. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City of Montclair.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. CONFIDENTIALITY

Information and materials obtained by the Consultant from City during the performance of this Agreement shall be treated as strictly confidential and shall not be used by the Consultant for any purpose other than the performance of this Agreement.

22. DISCRIMINATION

The Consultant agrees that no person shall be excluded from employment in the performance of this Agreement on grounds of race, creed, color, sex, age, marital status, or place of national origin. In this connection, the Consultant agrees to comply with all County, State and Federal laws relating to equal employment opportunity rights.

23. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

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

CITY OF MONTCLAIR

CONSULTANT

By: _____
Javier John Dutrey, Mayor

By: _____
Suzanne Yoakum, Consultant

Attest:

By: _____
Andrea Myrick, City Clerk

Approved as to Form:

By: _____
Diane Robbins, City Attorney

EXHIBIT A

During the term of this Agreement and in accordance with Section 2, **CONSULTANT** shall provide the services described below:

- a) Share technical expertise and provide guidance to the Human Services staff on senior needs.
- b) Provide case management to assist seniors and individuals and families in attaining financial stability including basic needs, sustaining safe housing, and moving toward more self-sufficient circumstances. In addition, provide case management to those with more complex needs referred by Human Services Department Staff.
- c) Service at least 50 case management clients
- d) Collect and maintain required paperwork, as determined by Human Services Department Staff.
- e) Assist with compiling information and reporting case management information as required.
- f) Provide monthly invoices by the 5th of the following month to Alyssa Colunga, Assistant Director of Human Services acolunga@cityofmontclair.org along with a written accounting and confirmation of tasks performed each month.

EXHIBIT B

Payment Schedule

<u>Month</u>	<u>Amount</u>
July	\$250.00
August	\$250.00
September	\$250.00
October	\$250.00
November	\$250.00
December	\$250.00
January	\$250.00
February	\$250.00
March	\$250.00
April	\$250.00
May	\$250.00
June	\$250.00
Total	\$3,000.00



CITY COUNCIL AGENDA REPORT

DATE:	JULY 1, 2024	FILE I.D.:	HSV020
SECTION:	CONSENT - AGREEMENTS	DEPT.:	HUMAN SVCS.
ITEM NO.:	5	PREPARER:	A. COLUNGA
SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NO. 24-53 WITH MISHA L. PENN TO PROVIDE GRANT MANAGEMENT AND FISCAL COMPLIANCE SERVICES FOR THE HUMAN SERVICES DEPARTMENT		

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 24-53 for contracted services with Misha L. Penn to provide grant management and fiscal compliance services for the Human Services Department.

BACKGROUND: Healthy Montclair is part of a countywide effort to improve the health and well-being of all county residents by creating healthy environments and promoting healthy life choices. The purpose of the Healthy Montclair Initiative is to achieve an excellence in quality of life for those who live, work, learn, play, eat, and shop in Montclair. Healthy Montclair defines health as a state of complete physical, mental, and social flourishing and not merely the absence of disease or infirmity.

As part of the Healthy Montclair Initiative, the Human Services Department applies for and receives grant funding for various programs from private foundations, San Bernardino County, and the State of California — some of which include federal funding. For the past eleven years, Misha L. Penn has supported the Human Services Department in its grant management and fiscal compliance. Ms. Penn has a bachelor's degree in Business Administration and a combined thirty-five years of experience in contract management, grant compliance, program finance, and project implementation covering public, private, and non-profit sectors. Under this proposed contract services agreement, Ms. Penn will continue to support the Human Services Department as an independent contractor.

FISCAL IMPACT: This contractual obligation of \$33,600 will be funded with existing Human Services Department grant budgets allocated and approved within the Fiscal Year 2024-2025 Human Services Department budget. Should the City Council approve Agreement No. 24-53, there will be no adverse impact to the City's General Fund. The term of proposed Agreement No. 24-53 is July 1, 2024, through June 30, 2025.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 24-53 with Misha L. Penn to provide grant management and fiscal compliance services for the Human Services Department.

CITY OF MONTCLAIR

AGREEMENT FOR CONSULTANT SERVICES

HUMAN SERVICES – PROGRAM FISCAL AND CONTRACT COMPLIANCE

THIS AGREEMENT is made and effective as of July 1, 2024 between the City of Montclair, a municipal corporation (“City”) and Misha L. Penn, a California sole proprietor (“Consultant”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on July 1, 2024 and shall remain and continue in effect for a period of 12 months until tasks described herein are completed, but in no event later than June 30, 2025 unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

Consultant shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. **PERFORMANCE**

Consultant shall at all times faithfully, competently and to the best of his/her ability, experience and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. **CITY MANAGEMENT**

City’s Human Services Director shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but not including the authority to enlarge the Tasks to be Performed or change the compensation due to Consultant. City’s Human Services Director shall be authorized to act on City’s behalf and to execute all necessary documents which enlarge the Tasks to be Performed or change Consultant’s compensation, subject to Section 5 hereof.

5. **PAYMENT**

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full. This amount is subject to receipt of grant funding and shall not exceed \$33,600 for the

total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the Agreement. Any additional work in excess of this amount shall be approved by the City Council.

(c) Consultant agrees that, in no event shall City be required to pay to Consultant any sum in excess of ninety–five percent (95%) of the maximum payable hereunder prior to receipt by City of all final documents, together with all supplemental technical documents, as described herein acceptable in form and content to City. Final payments shall be made no later than sixty (60) days after presentation of final documents and acceptance thereof by City.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant on a pro–rata basis the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City.

7. DEFAULT OF CONSULTANT

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the City Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure

the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to billed time, sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, claims, applications, computer files, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant’s office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

9. INDEMNIFICATION

(a) Defense, Indemnity and Hold Harmless. Consultant shall defend, indemnify, and hold harmless the City, its present and former officers, directors, employees, agents, staff, volunteers, mayor, council, boards, committees, and representatives, as broadly interpreted (collectively, the “Indemnified Parties”), of and from all claims, suits, demands, obligations, losses, damages, sums, or any other matters threatened or presently asserted, including but not limited to all legal fees, costs of defense and litigation expenses (including legal fees, expert fees and any other costs or fees, including those of adverse parties imposed on or sought against the Indemnified Parties), arising directly or indirectly out of any liability or claim of loss or liability for personal injury, bodily injury to persons, contractual liability, errors or omissions, breach, failure to perform, damage to or loss of property, or any other loss, damage, injury or other claim of any kind or nature arising out of the work to be performed by Consultant herein, caused by or arising out of the negligent acts or

omissions, or intentional misconduct of Consultant, including its subcontractors, employees, agents, and other persons or entities performing work for Consultant.

(b) Contractual Indemnity. To the fullest extent permitted under California law, Consultant shall contractually indemnify, defend and hold harmless the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, amounts for good faith settlement, or costs of any kind, whether actual, alleged or threatened, including attorney’s fees and costs, court costs, interest, defense costs, and expert witness fees and costs), arising out of or related to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to Consultant’s officers, agents, representative, employees, independent Consultants, subconsultants/subcontractors or affiliated or related entities and/or its or their employees, agents and representatives, caused by or arising out of all negligent acts or omissions, or intentional misconduct of Consultant, including its subconsultants/subcontractors, employees, agents and other persons or entities performing work for Consultant. Indemnification shall include any claim that Consultant, or Consultant’s employees or agents, are or may be considered and treated as employees of the City or are entitled to any employee benefits from City including but not limited to those available under Public Employees Retirement Law. The obligation to indemnify, defend and hold harmless the Indemnified Parties shall apply to all liability as defined above regardless of whether the Indemnified Parties were or are alleged to have been negligent, except that it shall not apply to claims arising from the sole negligence or willful intentional misconduct of the Indemnified Parties. Consultant’s obligation to defend the Indemnified Parties is not contingent upon there being an acknowledgement of or determination of the merit of any claims, liability, demands, causes of action, suits, losses, expenses, errors, omissions and/or costs.

(c) Subconsultants/subcontractors and Indemnification. Consultant agrees to and shall obtain executed indemnity agreements in favor of the Indemnified Parties with provisions identical to those set forth from each and every Subconsultant, Subcontractor, or other person or entity involved by, for, with, or on behalf of Consultant in the performance of any aspect of this Agreement. In the event Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible for each and every Subconsultant, Subcontractor or other person or entity in terms of defense, indemnity and hold harmless obligations in favor of the Indemnified Parties as set forth above. This obligation to indemnify and defend the Indemnified Parties is binding on the successors, assigns, or heirs of Consultant and shall survive the full performance or termination of this Agreement. These indemnification provisions are independent of and shall not in any way be limited or superseded by the insurance requirements and insurance–related provisions of this Agreement.

(d) City Lost or Damaged Property – Theft. Consultant further agrees to pay or cause to be paid to the Indemnified Parties’ benefit, any and all damages, fines, penalties, and loss or theft of property of the City arising out of or related in any way to the negligent acts or omissions or intentional misconduct of Consultant or of Consultant’s officers, agents, representatives, employees, independent contractors,

subconsultants or affiliated or related entities and/or its or their employees, agents and representatives, whether such actions, omissions to act, negligence or intentional conduct is or was authorized by this Agreement or not. City assumes no responsibility whatsoever for any property placed on the premises of City. Consultant further agrees to waive all rights of subrogation against the Indemnified Parties.

(e) Non–Waiver and Non–Exhaustion of City’s Further Rights and Remedies. No aspect of this provision shall in any way limit or effect the rights of the Indemnified Parties against the Consultant under the terms of this Agreement or otherwise. The indemnification provisions shall apply regardless of whether this Agreement is executed after Consultant begins the work and shall extend to claims arising after this Agreement is performed or terminated, including a dispute as to the termination of Consultant. The indemnity obligations of Consultant shall continue until it is determined by final judgment that the claim against the City and any Indemnified Parties is determined by final judgment and after exhaustion of any rights of appeal. Further, no aspect of this provision shall impact the City’s rights to contribution from Consultant, or for the City to dispute Consultant’s refusal to defend and indemnify City.

(f) Limitations on Scope of Indemnity. Notwithstanding the foregoing, Consultant shall not be responsible for indemnification for claims or losses caused by the sole negligence or intentional wrongdoing of Indemnified Parties. Further, the indemnity provided shall be interpreted as broadly as permitted under California law and as to agreements between parties and shall if required be reformed to be consistent with those laws to protect and save this provision for the protection of the Indemnified Parties.

(g) The obligations of Consultant under this or any other provision of this Agreement shall not be limited by the provisions of any workers’ compensation act or similar act. The Consultant expressly waives any statutory immunity under such statutes or laws as to the Indemnified Parties. The Consultant’s indemnity obligation set forth in this Section 9 shall not be limited by the limits of any policies of insurance required or provided by the Consultant pursuant to this Agreement.

(h) The Consultant’s covenant under this Section 9 shall survive the expiration or termination of this Agreement.

10. INSURANCE

(a) **Types of Required Coverages**

Without limiting the indemnity provisions of the Contract, the Consultant shall procure and maintain in full force and effect during the term of the Contract, the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

- (1) **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1), including owned, non–owned and hired autos, or the exact equivalent, with minimum limits

of \$100,000 for bodily injury and property damage, each accident. If Consultant owns no vehicles, auto liability coverage may be provided by means of a non–owned and hired auto endorsement to the general liability policy. Automobile liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement.

- (2) **Workers’ Compensation:** If applicable, Workers’ Compensation Insurance, as required by the State of California and Employer’s Liability Insurance with a limit of not less than \$1,000,000 each accident for bodily injury and \$1,000,000 each employee for bodily injury by disease.

(b) Endorsements

Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

- (1) The insurance coverages required by Section (a)(1) Automobile Liability Insurance shall contain the following provisions or be endorsed to provide the following:

Additional Insured: The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Contract. Coverage for the additional insureds shall apply to the fullest extent permitted by law.

Additional Insured Endorsements shall not:

- 1. Be limited to “Ongoing Operations”
 - 2. Exclude “Contractual Liability”
 - 3. Restrict coverage to the “Sole” liability of consultant
 - 4. Exclude “Third–Party–Over Actions”
 - 5. Contain any other exclusion contrary to the Contract)
- (2) The policy or policies of insurance required by Section (a)(2) Workers’ Compensation shall be endorsed, as follows:

Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

(c) Notice of Cancellation

Required insurance policies shall not be cancelled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non–payment of premium.

11. INDEPENDENT CONTRACTOR

(a) Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control and shall not be construed to be employees of City for any purpose, including eligibility under Public Employees Retirement Law. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement City shall not pay salaries, wages, or other compensation or benefits to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

(c) In regard to the professional services provided by Consultant and defined in Exhibit "A," City and Consultant specifically agree as follows:

- (1) While Consultant may perform certain services at the premises of City, Consultant is not required to do so and may perform services at her separate business location.
- (2) With the exception of agreed upon project completion dates and the agreement the Consultant will be available at reasonable business hours, the Consultant shall have the ability to set his/her own hours of operation.
- (3) Consultant represents that the services he/she performs under this Agreement are the same services Consultant is customarily engaged in his/her business. City acknowledges that Consultant does not perform services exclusively for City and that Consultant performs or is available to perform these same services to other clients.
- (4) Consultant will use his/her own discretion and independent judgment in the performance of the services rendered for City under the terms of this Agreement.

12. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Montclair in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Montclair will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the project performed under this Agreement.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City’s prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, responses to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives City notice of such court order or subpoena.

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or

similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City’s right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

(c) Consultant covenants that neither he/she nor any office or principal of their firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent or subconsultant. Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Consultant and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement.

16. NOTICES

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To City: Marcia Richter
Human Services Director
City of Montclair
5111 Benito Street
Montclair, CA 91763

To Consultant: Misha L. Penn
808 Cloverview Drive
Glendora, CA 91741

17. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, only Misha L. Penn, shall perform the services described in this Agreement.

Consultant's responsible employee may use assistants, under his direct supervision, to perform some of the services under this Agreement. Consultant shall provide City fourteen (14) days' notice prior to the departure of the responsible employee from Consultant's employ. Should he leave Consultant's employ, the City shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

18. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement, including a City of Montclair business license.

19. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City of Montclair.

20. ENTIRE AGREEMENT

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Information and materials obtained by the Consultant from City during the performance of this Agreement shall be treated as strictly confidential and shall not be used by the Consultant for any purpose other than the performance of this Agreement.

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The Consultant agrees that no person shall be excluded from employment in the performance of this Agreement on grounds of race, creed, color, sex, age, marital status, or place of national origin. In this connection, the Consultant agrees to comply with all County, State and Federal laws relating to equal employment opportunity rights.

23. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

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

CITY OF MONTCLAIR

CONSULTANT

By: _____
Javier John Dutrey, Mayor

By: _____
Misha L. Penn, Consultant

Attest:

By: _____
Andrea Myrick, City Clerk

Approved as to Form:

By: _____
Diane Robbins, City Attorney

EXHIBIT A

During the term of this Agreement and in accordance with Section 2, **CONSULTANT** shall provide the services described below:

- a) Share technical expertise and provide guidance to the Human Services staff on the basics of public and private contracting, contract administration, project management, cost control, and project scheduling.
- b) Support and advise Human Services staff on action planning including prioritization and identification of best practices to consider for department activities, projects, and grant-funded programs.
- c) Provide guidance and technical assistance for grant contract and subcontract compliance including requirements unique to state and federally-funded fixed price and cost reimbursement contract types, which may include but are not limited to the County of San Bernardino’s Department of Aging and Adult Services, the California Office of Traffic Safety, the Southern California Association of Governments, as well as other private foundations.
- d) Provide guidance and technical assistance in drafting agreements/subcontracts and proper flowdown of contract requirements.
- e) Provide guidance and technical assistance for grant proposals/applications and grant fiscal reporting.
- f) Support preparation for grant contract administrative and fiscal compliance monitoring.
- g) Support and advise on short-term capacity building priorities for Human Services’ staff.
- h) Support and advise on mid-term capacity building priorities for marketing, communications, training, adaptability to change, and basic infrastructure issues.

EXHIBIT B

Payment Schedule

<u>Month</u>	<u>Amount</u>
July	\$2,800.00
August	\$2,800.00
September	\$2,800.00
October	\$2,800.00
November	\$2,800.00
December	\$2,800.00
January	\$2,800.00
February	\$2,800.00
March	\$2,800.00
April	\$2,800.00
May	\$2,800.00
June	<u>\$2,800.00</u>
Total	\$33,600.00



CITY COUNCIL AGENDA REPORT

DATE:	JULY 1, 2024	FILE I.D.:	HSV044
SECTION:	CONSENT - AGREEMENTS	DEPT.:	HUMAN SVCS.
ITEM NO.:	6	PREPARER:	A. COLUNGA
SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NO. 24-54 WITH ONTARIO-MONTCLAIR SCHOOL DISTRICT TO PROVIDE CASE MANAGEMENT SERVICES		

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 24-54 with the Ontario-Montclair School District (OMSD) to continue to provide case management services.

BACKGROUND: In December 1999, the City Council approved Agreement No. 99-108 with OMSD to provide licensed clinical social worker (LCSW) services for the Montclair Community Collaborative's (MCC) case management program. This original contract was designed as a partnership between the City of Montclair and OMSD whereby each agency contributes a portion of the salary and benefits for the LCSW position.

OMSD has reorganized and MCC is now the Health & Wellness Department. Further, the partnership has expanded with OMSD's Case Management program, two Clinical Supervisors and various social work interns are now providing services to the City. The Case Management Program works with other service delivery providers to intervene and assist at-risk children and adults in the Montclair community. Through the case management system and coordination of services with other professionals including Police and Code Enforcement Officers, Child or Adult Protective Services, community-based organizations, and mental health professionals, there is a higher level of effectiveness and less duplication of services. In addition, the case management program will provide emergency case management services as needed to Human Services programs beyond the normal operating hours of the school district, as needed.

FISCAL IMPACT: Should the City Council approve Agreement No. 24-54, the City's contractual obligation for the case management program will be \$5,000 per month at a total cost of \$60,000 for the term of the agreement. The funding for proposed Agreement No. 24-54 was allocated and approved within the fiscal year 2024-2025 Human Services Department budget. The term of proposed Agreement No. 24-54 is July 1, 2024, through June 30, 2025.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 24-54 with Ontario-Montclair School District to provide case management services.

**CITY OF MONTCLAIR
5111 BENITO STREET
MONTCLAIR, CALIFORNIA 91763
(909) 626-8571**

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into this 1st day of July 2024 by and between the City of Montclair, hereinafter referred to as the “**CITY**,” and the Ontario-Montclair School District, hereinafter referred to as the “**CONSULTANT**.”

1. Services To Be Performed by Consultant.

(a) **CONSULTANT** agrees to perform the services as set forth in Exhibit “A” to this Agreement on the dates and times mutually agreed upon by **CONSULTANT** and **CITY**.

(b) **CONSULTANT** may, at **CONSULTANT’s** own expense, employ such assistants as **CONSULTANT** deems necessary to perform the services required of **CONSULTANT** by this Agreement.

(c) **CONSULTANT** is, and shall at all times be deemed to be an independent contractor, and shall be responsible for determining the sequence, method, details and manner in which it performs those services required under the terms of this Agreement. Nothing herein contained shall be construed as creating a relationship of employer and employee, or principal and agent, between **CITY** and **CONSULTANT’s** agent or employees. **CONSULTANT** assumes exclusively the responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment, **CONSULTANT**, its agents and employees, shall not be entitled to any rights and/or privileges of **CITY’s** employees and shall not be considered in any manner to be **CITY’s** employees.

2. Compensation.

(a) Except as otherwise provided in the Agreement, **CITY** agrees to compensate **CONSULTANT** for services rendered under the Agreement in the total amount of \$5,000 per month.

(b) **CITY** will pay no additional amount for travel or other expenses of **CONSULTANT** under this Agreement.

(c) **CONSULTANT** will invoice **CITY** for each month of service through the contract term.

(d) **CITY** will not withhold any federal or state income tax for payment made pursuant to this Agreement, but will provide **CONSULTANT** with a statement of earnings at the end of each calendar year. **CONSULTANT** is hereby advised that such statement of earnings shall, if required, be provided to the Internal Revenue Service and the State Franchise Tax Board.

3. Term of Agreement

The term of this Agreement is from July 1, 2024 through June 30, 2025, unless sooner terminated, pursuant to the provisions of Section 6 of this Agreement. **CITY** and **CONSULTANT** may mutually agree in writing to extend the term of this Agreement provided, however, **CITY** shall not be obligated to pay **CONSULTANT** any additional consideration unless **CONSULTANT** undertakes additional services, in which instance the consideration shall be increased as **CITY** and **CONSULTANT** shall agree in writing.

4. Obligations of Consultant.

(a) During the term of this Agreement, **CONSULTANT** agrees to diligently prosecute the work specified in the attached “Description of Services” to completion. **CONSULTANT** may represent, perform services for, and be employed by such additional clients, persons, or companies as **CONSULTANT**, in **CONSULTANT’s** sole discretion, sees fit.

(b) At all times during the term of this Agreement, **CONSULTANT** agrees to provide workers’ compensation insurance for **CONSULTANT’s** employees and agents as required by law. **CONSULTANT** shall comply with all federal, state and local laws and ordinances applicable to the work to be performed under this Agreement.

(c) **CONSULTANT** shall defend, indemnify and hold **CITY** and its Council Members, officers, employees, agents and staff harmless from and against any and all liability, loss, expense (including reasonable attorney’s fees), claims for injury or damages arising out of the performance of or in connection with this agreement, but only in proportion to and to the extent such liability, loss, expense, attorney’s fees, or claims for injury or damages are caused by or result from the improper conduct and/or negligence or intentional acts or omissions of **CONSULTANT**, its officers, employees, agents or staff.

(d) Neither this Agreement nor any duties or obligations under this Agreement may be assigned by **CONSULTANT** without the prior written consent of **CITY**.

5. Obligations of City.

(a) **CITY** agrees to comply with all reasonable requests by **CONSULTANT** and to provide access to all documents reasonably necessary for the performance of **CONSULTANT’s** duties under this Agreement.

(b) **CITY** shall defend, indemnify and hold **CONSULTANT** and its Board Members, officers, employees, agents and staff harmless from and against any and all liability, loss, expense (including reasonable attorney’s fees), claims for injury or damages arising out of the performance of or in connection with this agreement, but only in proportion to and to the extent such liability, loss, expense, attorney’s fees, or claims for injury or damages are caused by or result from the improper conduct and/or negligence or intentional acts or omissions of **CITY**, its officers, employees, agents or staff.

6. Termination of Agreement.

(a) Unless otherwise terminated as provided below, this Agreement shall continue in force during the term of the Agreement, or until the services provided for herein have been fully and completely performed, whichever shall occur first, and shall thereupon terminate.

(b) Should **CONSULTANT** default in the performance of this Agreement or breach any of its provisions, **CITY** may terminate this Agreement by giving written 90-day notification to **CONSULTANT**.

(c) If at any time during the performance of this Agreement **CITY** determines, at its sole discretion, to suspend indefinitely or abandon the work under this Agreement, **CITY** shall have the right to terminate the performance of **CONSULTANT's** services hereunder by giving written notification to **CONSULTANT** of its intention to terminate.

(d) In the event that **CITY** terminates this Agreement under paragraph (b) or (c) of this Section, **CONSULTANT** shall only be paid for those services rendered to the date of termination. All cash deposits made by **CITY** to **CONSULTANT**, if any, shall be refundable to **CITY** in full termination of this Agreement unless specified to the contrary below.

7. General Provisions.

(a) Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Notices shall be deemed given and served upon delivery personally, or three (3) days after depositing in the United States Mail. Mailed notices shall be addressed to the parties at the addresses set forth in this Agreement for **CITY** and **CONSULTANT**. The foregoing addresses may be changed by written notice to the other party as provided herein.

(b) **CITY** and **CONSULTANT** mutually agree that for copyright purposes, any written material or any copyrightable work of any nature created by **CONSULTANT** pursuant to this Agreement shall be owned by **CONSULTANT** and shall not be considered a “work made for hire” as such term is defined in Title 17 of the United States Code, Section 101, and that **CITY** shall own all of the rights comprised in the copyright of said written material or copyrightable work.

(c) This Agreement supersedes any and all agreements either oral or written, between the parties hereto with respect to the rendering of services by **CONSULTANT** and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any matter whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promises not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by both parties, except **CITY** may unilaterally amend the Agreement to accomplish the changes listed below:

1. Increase dollar amount;
2. Administrative changes; and
3. Changes as required by law.

(d) If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

(e) This Agreement shall be governed by and construed in accordance with the laws of the State of California.

(f) Pursuant to and in accordance with the provisions of Government Code Section 8546.7, or any amendment thereto, all books, records and files of **CITY**, **CONSULTANT**, or any subcontractor connected with the performance of this Agreement involving the expenditure of

public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the State Auditor or the State of California, at the request of CITY or as part of any audit of CITY, for a period of three (3) years after final payment is made under this Agreement. CONSULTANT shall preserve and cause to be preserved such books, records and files for the audit period.

(g) Each person executing this Agreement warrants that he or she has the authority to so execute this Agreement and that no further approval of any kind is necessary to bind the parties hereto.

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

“CITY”

“CONSULTANT”

By:

By:

Signature

Signature

Javier John Dutrey
Printed Name

Phil Hillman
Printed Name

Mayor
Title

Chief Business Officer
Title

ATTEST:

950 West “D” Street
Address

Andrea Myrick
City Clerk

Ontario CA 91762
City State Zip

(909) 445-2500
Telephone Number

Date: _____

Date: _____

Date of City Council's Approval:

END OF AGREEMENT FOR CONSULTANT SERVICES

Exhibit A

Description of Services

Services to be initiated through the attached agreement will be performed through the Ontario-Montclair School District Health & Wellness Department, formerly Montclair Community Collaborative (MCC). The following description of services specify the scope of work for CONSULTANT which include:

- 1) Assist City with coordination of the case management system by working with City staff from all departments. Primary City interactions will occur through the Human Services Department.
 - a. The main contact will be the Clinical Services Supervisors between 7:30 am-4:30 pm Monday through Friday. If services are needed after 4:30 pm, City Staff will contact Cara Molina, the Executive Director of the Health & Wellness Department at 909-717-7247 or via email at Cara.Molina@omsd.net.
- 2) Adhere to all protocol, mandates, and confidentiality laws while providing case management services and receiving referrals through designated City of Montclair staff.
- 3) Work with school district, County, and other service providers to implement case management services.
- 4) Process assessment and intakes for referred individuals and gather necessary information from referring City staff, school, family members, and other service providers as needed. Maintain appropriate records.
- 5) Provide triage for counseling services as needed.
- 6) Oversee the extension of services through the supervision of bachelors' level interns. Interns will provide allied case management services.
- 7) Provision of services will occur through the City of Montclair Human Services Department as needed.
- 8) Monthly service delivery meetings will occur between the Case Manager and the City's Human Services Director or designee.



CITY COUNCIL AGENDA REPORT

DATE:	JULY 1, 2024	FILE I.D.:	EDD100
SECTION:	CONSENT - AGREEMENTS	DEPT.:	ECONOMIC DEV.
ITEM NO.:	7	PREPARER:	M. FUENTES
SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NO. 24-57 WITH UNIVERSITY ENTERPRISES CORPORATION AT CALIFORNIA STATE UNIVERSITY SAN BERNARDINO TO PROVIDE TECHNICAL ASSISTANCE AND OUTREACH SERVICES TO SMALL BUSINESSES, SUBJECT TO ANY REVISIONS DEEMED NECESSARY BY THE CITY ATTORNEY		

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 24-57 with University Enterprises Corporation at California State University San Bernardino to provide technical assistance and outreach services to small businesses.

A copy of proposed Agreement No. 24-57 with University Enterprises Corporation at California State University San Bernardino is attached for City Council review and consideration.

BACKGROUND: The University Enterprises Corporation at California State University San Bernardino (UEC) is a 501(c)(3) nonprofit corporation that provides a vast array of technical assistance to small businesses and aspiring entrepreneurs throughout the Inland Empire and functions as the business enterprise center for California State University San Bernardino (CSUSB).

UEC serves as the grantee for federal, state, and local funding for research and sponsored projects for CSUSB.

UEC partners with the Inland Empire Center for Entrepreneurship, California State University San Bernardino (Small Business Development Center, Women's Business Development Center, and Inland Center for Entrepreneurship CSUSB), California State University San Bernardino, America's Small Business Development Center, and United States Small Business Administration.

Agreement No. 24-57 would provide funding to the UEC, a partner agency, for the following services to support small businesses and aspiring entrepreneurs in the Montclair community.

- a. Provide technical assistance related to business planning, loan proposals, finance, bookkeeping, taxes and licenses, marketing, management, human resources, and government procurement procedures.
- b. Provide business seminars and workshops to residents and businesses.
- c. Monitor and aid in the retention, expansion, and development of existing businesses.
- d. Advise and counsel businesses about business plan development, start-up requirements, business management, and expansion strategies.

- e. Advise and counsel businesses related to marketing, advertising, financial analysis, and human resources management.
- f. Advise and counsel businesses related to government procurements, funding sources, resources referrals, patents, trademarks, and copyrights.
- g. Advise and counsel businesses related to loan applications, buying and selling a business, franchising, and social media and internet marketing.
- h. Provide for the support and nurturing of businesses and the development of an entrepreneurial environment through cooperation with other local, county, state, and federal economic development organizations.
- i. Host a minimum of four (4) business seminars/workshops to residents and businesses at a designated CITY facility or such other places as designated by the CITY.
- j. Attend the monthly Montclair Chamber of Commerce breakfast meeting as well as other networking events periodically hosted by the Montclair Chamber of Commerce.
- k. Host a minimum of two (2) networking events in partnership with the Montclair Chamber of Commerce.

The University Enterprises Corporation at California State University San Bernardino (UEC)

UEC provides no-cost extensive long-term professional business advising, low-cost training, and other specialized services to local businesses and residents.

Beyond its core services, the UEC provides specialized assistance in QuickBooks, franchise and service-based operations, government contracting, website search engine optimization, and securing funding from both traditional and nontraditional sources.

UEC staff members include certified QuickBooks ProAdvisors who can assist businesses with accounting systems, marketing specialists who can help businesses attract new clients and increase sales, loan consultants with lending preference knowledge, tax specialist for personnel, self-employment, etc., and procurement specialists who can help business bid on local, state, and federal solicitations.

UEC partners with the Economic Development Departments of San Bernardino and Riverside Counties, and the Cities of Chino, Hesperia, Moreno Valley, Rancho Cucamonga, Riverside, San Bernardino, Victorville, and Upland. UEC is also currently negotiating agreements with several other surrounding agencies.

FISCAL IMPACT: Proposed Agreement No. 24-57 with UEC would result in a cost to the City of Montclair of \$25,000. Costs associated with Agreement No. 24-57 would be payable from the Economic Development Agency Assets Fund.

RECOMMENDATION: Staff recommends that the City Council approve Agreement No. 24-57 with University Enterprises Corporation at California State University San Bernardino to provide technical assistance and outreach services to small businesses, subject to any revisions deemed necessary by the City Attorney.

**ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF MONTCLAIR
AND UNIVERSITY ENTERPRISES CORPORATION AT CSUSB**

THIS ECONOMIC DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this 1st day of July, 2024, by the City of Montclair, hereinafter referred to as the ("CITY") and University Enterprises Corporation at CSUSB, hereinafter referred to as ("UEC"), for itself and on behalf of Inland Empire Small Business Development Center, hereinafter referred to as the ("IESBDC").

1. RECITALS

a. The parties hereto agree that it is the best interest of the CITY and the UEC to provide business-related technical assistance to residents and business owners located in the CITY through an Agreement renewed annually by the close of each current fiscal year.

b. The parties hereto agree that all funding provided by the CITY for this venture will be expended to fulfill a public purpose, that is economic development, and that periodic auditing will be performed in order to assure that the funds provided by the CITY will be utilized only for public purposes as set forth herein.

2. AGREEMENT

a. NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties here to agree as follows:

ARTICLE 1 – RECITALS

The parties acknowledge and agree that above state recitals are true and correct and incorporated herein by reference.

ARTICLE 2 – SERVICES

The UEC desires to provide business-related technical assistance to residents and business owners located in the CITY, which shall include, but are not limited to the following:

- a. Provide technical assistance related to business planning, loan proposals, finance, bookkeeping, taxes and licenses, marketing, management, human resources, and government procurement procedures.
- b. Provide business seminars and workshops to residents and businesses.
- c. Monitor and aid in the retention, expansion and development of existing businesses.
- d. Advise and counsel businesses about business plan development, start-up requirements, business management, and expansion strategies.

- e. Advise and counsel businesses related to marketing, advertising, financial analysis, and human resources management.
- f. Advise and counsel businesses related to government procurements, funding sources, resources referrals, patents, trademarks, and copyrights.
- g. Advise and counsel businesses related to loan applications, buying and selling a business, franchising, and social media and internet marketing.
- h. Provide for the support and nurturing of businesses and the development of an entrepreneurial environment through cooperation with other local, county, state, and federal economic development organizations.
- i. Host a minimum of four (4) business seminars/workshops to residents and businesses at a designated CITY facility or such other places as designated by the CITY.
- J. Attend the monthly Montclair Chamber of Commerce breakfast meeting as well as other networking events periodically hosted by the Montclair Chamber of Commerce.
- k. Host a minimum of two (2) networking events in partnership with the Montclair Chamber of Commerce.

ARTICLE 3 – PLACE OF WORK

It is understood that the IESBDC will on an annual basis administer services largely at 9916 Central Avenue, Montclair, California 91763 and/or at a designated CITY facility; although the IESBDC will, on request, come to City Hall or such other places as designated by the CITY to meet with CITY's representatives.

ARTICLE 4 – PAYMENT

The CITY will pay the UEC the total sum of \$25,000 annually payable in equal quarterly payments of \$6,250 on or before the 30th day of the beginning of each quarter.

ARTICLE 5 – REPORTING

- a. The UEC will submit and present to the CITY annually a receipt and expenditure report on the use of CITY funds.

ARTICLE 6 – RELATIONSHIP OF PARTIES

- a. The UEC is an independent entity and not a department, agency or subdivision of the CITY. The CITY and the UEC are two separate and autonomous entities.
- b. UEC is and shall at all times remain as to the CITY a wholly independent contractor. The personnel performing the services under this Agreement on behalf of UEC shall at all times be under UEC's exclusive direction and control and shall not be construed to be employees of CITY for any purpose,

including eligibility under Public Employees Retirement Law. Neither CITY nor any of its officers, employees, or agents shall have control over the conduct of UEC or any of UEC's officers, employees, or agents, except as set forth in this Agreement. UEC shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the CITY. UEC shall not incur or have the power to incur any debt, obligation, or liability whatever against CITY, or bind CITY in any manner. No employee benefits shall be available to UEC in connection with the performance of this Agreement. Except for the fees paid to UEC as provided in the Agreement CITY shall not pay salaries, wages, or other compensation to UEC for performing services hereunder for CITY. CITY shall not be liable for compensation or indemnification to UEC for injury or sickness arising out of performing services hereunder.

- c. The CITY and the UEC acknowledge that this Agreement is not a delegation of any public function of the CITY and that neither party will play an integral part in either party's decision-making process by reason of this Agreement.

ARTICLE 7 – DURATION

- a. The initial term of this Agreement shall be for a period of one (1) year commencing July 1, 2024, and continuing through June 30, 2025; this AGREEMENT may be renewed annually.
- b. Either party may terminate this Agreement upon ninety (90) days written notice to the other party.
- c. Any notice required or allowed hereunder shall be in writing and sent by certified mail, return receipt requested, or in person with proof of delivery, to the address first listed above, or such other addresses as either party shall have specified by written notice to the other party delivered in accordance herewith.

ARTICLE 8 – NONDISCRIMINATION

- a. The UEC shall not discriminate against any employee or person served under this Agreement on account of race, color, sex, age, religion, ancestry, national origin, handicap, or marital status or as otherwise prohibited by applicable law.

ARTICLE 9 – MISCELLANEOUS

- a. The UEC acknowledges that the CITY, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted or the reduction of revenues for those budgeted agreements that may be available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void; and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreement for a period of exceeding one year, but any agreement so made

shall be executed only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the CITY's performance and obligation to pay under this Agreement is contingent upon annual appropriation.

- b. The UEC shall obtain and possess throughout the term of this Agreement all licenses and permits applicable to its operations under federal, state, and local laws.
- c. The UEC shall at all times maintain its status as a private not-for-profit corporation, organized and created under the laws of the State of California.
- d. This Agreement may be modified or amended by mutual written agreement of the parties, duly executed by both parties.
- e. This Agreement contains all the terms and conditions agreed upon by the parties.
- f. This Agreement shall be governed and construed in accordance with the laws of the State of California. The venue of any legal action to enforce or interpret this Agreement shall be in San Bernardino County, California.
- g. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.
- h. In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- i. If any party seeks to enforce or interpret this Agreement through litigation, each party shall bear its own attorney's fees and costs incurred.
- j. Each person executing this Agreement warrants that he or she has the authority to so execute this Agreement and that no further approval of any kind is necessary to bind the parties hereto.
- k. The UEC shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The UEC shall at all times observe and comply with all such laws and regulations. The CITY and its officers and employees, shall not be liable at law or in equity occasioned by failure of the UEC to comply with this Section.
- l. No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the economic development activities during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or subagreement, or the proceeds thereof, for work to be performed in connection with the activities performed under this Agreement.

- m. UEC agrees to defend, indemnify, and hold harmless the CITY, its officers, employees, agents, and volunteers from any and all liabilities for injury to persons and damage to property arising out of any act or omission of UEC, its officers, employees, agents, or volunteers in connection with UEC's performance of its obligations under this Agreement. . UEC shall not be liable for any acts or omissions of CITY, its officers, employees, agents and volunteers.

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

"CITY"

City of Montclair
5111 Benito Street
Montclair, CA 91763

"UEC"

University Enterprises Corporation
California State University, San Bernardino
5500 University Parkway
San Bernardino, CA 92407

CITY

UEC

By: _____
Javier John Dutrey, Mayor

By: _____
Diane Trujillo, MPA
Sponsored Programs
Administration Director

Attest:

By: _____
Andrea M. Myrick, City Clerk

Approved as to Form:

By: _____
Diane E. Robbins, City Attorney

**MINUTES OF THE MEETING OF THE MONTCLAIR
PERSONNEL COMMITTEE HELD ON MONDAY,
JUNE 17, 2024, AT 6:10 P.M. IN THE CITY
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,
MONTCLAIR, CALIFORNIA**

I. CALL TO ORDER

Mayor Pro Tem Johnson called the meeting to order at 6:10 p.m.

II. ROLL CALL

Present: Mayor Pro Tem Johnson, Council Member Ruh, City Manager Starr, and Assistant City Manager/Director of Human Services Richter

III. APPROVAL OF MINUTES

A. Minutes of the Regular Personnel Committee Meeting of June 3, 2024.

Moved by Council Member Ruh, seconded by Mayor Pro Tem Johnson, and carried unanimously to approve the minutes of the Personnel Committee meeting on June 3, 2024.

IV. PUBLIC COMMENT - None

V. CLOSED SESSION


At 6:11 p.m., the Personnel Committee went into Closed Session regarding personnel matters related to appointments, resignations/terminations, and evaluations of employee performance.

At 6:47 p.m., the Personnel Committee returned from Closed Session. Mayor Pro Tem Johnson stated that no announcements would be made at this time.

VI. ADJOURNMENT

At 6:47 p.m., Mayor Pro Tem Johnson adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Edward C. Starr
City Manager

MINUTES OF THE REGULAR JOINT MEETING OF THE MONTCLAIR CITY COUNCIL, SUCCESSOR AGENCY AND MONTCLAIR HOUSING CORPORATION BOARDS, MONTCLAIR HOUSING AUTHORITY COMMISSION, AND MONTCLAIR COMMUNITY FOUNDATION BOARD HELD ON MONDAY, JUNE 17, 2024 AT 7:01 P.M. IN THE CITY COUNCIL CHAMBERS, 5111 BENITO STREET, MONTCLAIR, CALIFORNIA

I. CALL TO ORDER

Mayor/Chair Dutrey called the meeting to order at 7:01 p.m.

II. INVOCATION

Council Member/Director Ruh gave the invocation.

III. PLEDGE OF ALLEGIANCE

Council Member/Director Ruh led meeting participants in the Pledge.

IV. ROLL CALL

Present: Mayor/Chair Dutrey; Mayor Pro Tem/Vice Chair Johnson; Council Members/Directors Ruh, Martinez, and Lopez

City Manager/Executive Director Starr; Assistant City Manager/Director of Human Services Richter; Director of Community Development Diaz; Director of Finance Kulbeck; Director of Public Works/City Engineer Heredia; Fire Chief Pohl; Director of Economic Development Agency Fuentes; City Attorney Robbins; City Clerk Myrick

V. PRESENTATIONS — None

VI. PUBLIC COMMENT

- **Christian Nava**, resident, requested the City implement an internship program for disabled individuals.
- **Jay Mineck**, resident, expressed concerns regarding confusing traffic control measures being used for the construction on Monte Vista Avenue at the I-10 freeway.
- **Xavier Mendez**, resident, suggested the City consider offering free catalytic converter etching for residents to curb theft.
- **Mukthika Ananda, Kailasa USA**, invited the City Council and the community to an event on July 20, 2024, which will include a procession and cultural Hindu foods.

VII. PUBLIC HEARINGS

- A. **First Reading — Consider Ordinance No. 24-1006 Amending the Zoning Code and Repealing and Replacing Chapter 11.23 of the Montclair Municipal Code Relating to Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs) in Residential Zones (Case No. 2024-21)**

Consider Setting a Public Hearing for Second Reading and to Consider Adoption of Ordinance No. 24-1006 on Monday, July 1, 2024, at 7:00 p.m. in the City Council Chambers

Mayor Dutrey opened the public hearing and invited comments from the public.

Christian Nava, resident, requested the City consider restricting ADUs and JADUs to low- and extremely low-income.

There being no one else wishing to comment, Mayor Dutrey closed the public hearing and returned the matter to the City Council.

Council Members Lopez and Ruh were pleased the ordinance was revised to remove the rental income reporting requirement, but do not support the maintained requirement for landscaping.

Director of Community Development Diaz advised the landscaping is intended to create privacy for the new residence and an exemption may be requested if there is an existing wall or fence.

Council Member Ruh asked if prefabricated homes would be allowed.

Director of Community Development Diaz stated they are allowed if they meet the minimum standards and are permanently installed.

Council Member Lopez received clarification from Director of Community Development Diaz that the City is developing three pre-approved ADU plans for property owners to optionally use.

ACTION – Public Hearings – Item A	
ACTING:	City Council
MOTION:	Conduct the first reading of Ordinance No. 24-1006 by number and title only, waive further reading, and set a public hearing for second reading and adoption of Ordinance No. 24-1006 on Monday, July 1, 2024 at 7:00 p.m. in the City Council Chambers.
MADE BY: SECOND BY:	Mayor Pro Tem Johnson Council Member Ruh
AYES: NOES: ABSTAIN: ABSENT:	Lopez, Martinez, Ruh, Johnson, Dutrey None None None
RESULT:	Motion carried 5-0.

VIII. CONSENT CALENDAR

ACTION – Consent Calendar	
ACTING:	City Council Successor Agency Board Montclair Housing Corporation Board Montclair Housing Authority Commissioners Montclair Community Foundation Board
DISCUSSION:	Items C-2, C-4, C-5, D-1, and D-2
MOTION:	Approve the Consent Calendar as presented.
MADE BY: SECOND BY:	Council Member/Director Ruh Council Member/Director Lopez
AYES: NOES: ABSTAIN: ABSENT:	Lopez, Martinez, Ruh, Johnson, Dutrey None None None
RESULT:	Motion carried 5-0.

A. Approval of Minutes

1. Regular Joint Meeting — June 3, 2024

ACTION – Consent Calendar – Item A-1	
ACTING:	City Council Successor Agency Board Montclair Housing Corporation Board Montclair Housing Authority Commissioners

ACTION – Consent Calendar – Item A-1	
	Montclair Community Foundation Board
RESULT:	Approved on Consent Calendar; motion carried 5-0.

B. Administrative Reports

1. Consider Receiving and Filing City Treasurer's Report – May 2024

ACTION – Consent Calendar – Item B-1	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 5-0.

2. Consider Approval of Warrant Register and Payroll Documentation

ACTION – Consent Calendar – Item B-2	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 5-0.

3. Consider Receiving and Filing SA Treasurer's Report – May 2024

ACTION – Consent Calendar – Item B-3	
ACTING:	Successor Agency Board
RESULT:	Approved on Consent Calendar; motion carried 5-0.

4. Consider Approval of SA Warrant Register – May 2024

ACTION – Consent Calendar – Item B-4	
ACTING:	Successor Agency Board
RESULT:	Approved on Consent Calendar; motion carried 5-0.

5. Consider Receiving and Filing MHC Treasurer's Report May 2024

ACTION – Consent Calendar – Item B-5	
ACTING:	Montclair Housing Corporation Board
RESULT:	Approved on Consent Calendar; motion carried 5-0.

6. Consider Approval of MHC Warrant Register – May 2024

ACTION – Consent Calendar – Item B-6	
ACTING:	Montclair Housing Corporation Board
RESULT:	Approved on Consent Calendar; motion carried 5-0.

7. Consider Receiving and Filing of MHA Treasurer's Report – May 2024

ACTION – Consent Calendar – Item B-7	
ACTING:	Montclair Housing Authority Commissioners

ACTION - Consent Calendar - Item B-7	
RESULT:	Approved on Consent Calendar; motion carried 5-0.

8. Consider Approval of MHA Warrant Register - May 2024

ACTION - Consent Calendar - Item B-8	
ACTING:	Montclair Housing Authority Commissioners
RESULT:	Approved on Consent Calendar; motion carried 5-0.

9. Consider Approval of the MCF Payment for a One-Year Subscription Renewal of Zengine Application Software Through Wizehive, Inc. for the Montclair to City Program

ACTION - Consent Calendar - Item B-9	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 5-0.

C. Agreements

1. Consider Approval of Agreement No. 24-46 with Mt. San Antonio College Authorizing the Fire Department to Provide Clinical Training for Emergency Medical Interns

ACTION - Consent Calendar - Item C-1	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 5-0.

2. Consider Approval of Agreement No. 24-47 with Rangwala Associates for a Specific Plan Study Related to the City of Montclair's Sphere of Influence, Subject to Any Revisions Deemed Necessary by the City Attorney

Consider Approval of Agreement No. 24-48 with San Bernardino County to Provide Funding for a Specific Plan Study Related to the City of Montclair's Sphere of Influence, Subject to Any Revisions Deemed Necessary by the City Attorney

Council Member Lopez asked for clarification on the Government Code language referenced in the staff report.

Director of Economic Development Agency Fuentes advised that sphere of influence studies performed for General Plan updates must now include an assessment of potential service issues in the area.

Council Member Lopez asked if the City would be annexing the areas making up the City's sphere of influence.

City Manager Starr noted this study would provide information for the City Council to make that determination in the future.

ACTION - Consent Calendar - Item C-2	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 5-0.

3. **Consider Approval of Agreement No. 24-49 with National Testing Network, Inc. (NTN) for Law Enforcement Testing and Recruitment Services**

ACTION - Consent Calendar - Item C-3	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 5-0.

4. **Consider Approval of Agreement No. 24-50 with Catering Systems, Inc. to Provide Meals for the City's Senior Citizen Nutrition Program**

Mayor Pro Tem Johnson asked if the Senior Nutrition Program is subsidized by the General Fund.

Assistant City Manager/Director of Human Services Richter stated the program is funded through a County grant, which requires the City request a voluntary three dollar donation per meal from senior participants.

ACTION - Consent Calendar - Item C-4	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 5-0.

5. **Consider Approval of Agreement No. 24-51 with Anderson Air Conditioning, L.P. to Upgrade the City's Carrier iVu Building Automation System, Subject to Any Revisions Deemed Necessary by the City Attorney**

Consider Authorizing a \$199,920 Appropriation from the 2021 Lease Revenue Bond Fund to Upgrade the Carrier iVu Building Automation System

Mayor Dutrey requested clarification on not bidding this contract.

City Manager Starr advised there are several buildings that do not have working air conditioning and the repairs are needed quickly. He noted the vendor is an authorized vendor of the system and maintains the system used by the City. A complete system replacement, especially from a different vendor, would come at a substantial cost and could not be done quickly.

ACTION - Consent Calendar - Item C-5	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 5-0.

D. Resolutions

1. **Consider Adoption of Resolution No. 24-3440 Approving a List of Projects to be Funded in Fiscal Year 2024-25 by Senate Bill 1, the California Road Repair and Accountability Act of 2017**

Matthew Wheaton, resident, requested clarification on how the City prioritizes streets for repaving.

Director of Public Works/City Engineer Heredia advised the City is divided into six zones that are repaved on a schedule, repairs are scheduled as needed, and the City's Public Works Inspector ensures that utility work that damages the streets is repaired to the City's standards.

Council Member Lopez stated he is satisfied that the project proposed for this year's funding has a useful life estimate of 30 years, which is a good investment.

ACTION – Consent Calendar – Item D-1	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 5-0.

2. **Consider Adoption of Resolution Nos. 24-3441 and 24-3442 Establishing Proposed Schedules of Total Monthly Rates for Refuse and Sewer Program Services, Subject to the Proposition 218 Notification, Protest, and Public Hearing Process**

Consider Authorizing Staff to Send Notices to Property Owners Regarding a Public Hearing to Consider Establishing Maximum Monthly Residential and Commercial Rate Caps for Solid Waste Disposal Services, Pursuant to the Requirements of Proposition 218

Consider Setting a Proposition 218 Public Hearing for August 19, 2024, at 7:00 p.m. in the City Council Chambers to Consider Establishing a Five-Year Schedule of Maximum Monthly Rate Caps for Refuse and Sewer Services and Setting the Rates for Residential and Commercial Refuse Services and Sewer Services to be Effective August 1, 2024

Consider Allocating up to \$12,000 from the Contingency Fund to Mail to Property Owners Notices of a Proposition 218 Public Hearing Regarding Establishing a Five-Year Schedule of Maximum Monthly Rate Caps for Refuse and Sewer Services

Mayor Dutrey clarified that the City Council is setting rate caps for five years, that each rate must be set by City Council action every year, and that the City Council has only enacted three rate increases in the past five years which did not reach the maximum rates previously set. He advised that the new rate increases are mainly a result of new state laws requiring separation of compostable materials, and increases in costs to process recyclables. He received clarification that the Part 3 fee is for long-term sewer replacement fund, and the Part 4 fee is the fee used to cover the costs of clearing obstructions due to effluent contamination including “flushable” wipes and other non-flushable items.

Council Members Ruh and Lopez discussed implementing a discounted low-income rate similar to **Monte Vista Water District** and **Southern California Edison’s** programs.

City Manager Starr discussed the challenges due to those discounts being based on tiered usage with only the lowest tier being discounted for qualifying individuals, which could not be easily achieved without invasive trash inspections and income verification processes.

Council Member Lopez received clarification that the first rate increases would go into effect on August 1, 2024, and that trash and sewer utilities are on two-month cycles billed in arrears.

Council Member Martinez suggested potential discounts be discussed separately to be budgeted for in future years.

Mr. Michael Arreguin, Vice President, **Burrtec**, advised residents can achieve a small savings by requesting smaller bins; however, they would also need to reduce their production of waste to not exceed the bin size.

ACTION – Consent Calendar – Item D-2	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 5-0.

3. **Consider Adoption of Resolution No. 24-3443 Calling and Giving Notice of the Holding of a General Municipal Election to be Held on Tuesday, November 5, 2024, for the Election of Certain Officers as Required by the Provisions of the Laws of the State of California Related to General Law Cities**

Consider Adoption of Resolution No. 24-3444 Adopting the Regulations for Candidates for Elective Office Pertaining to Candidates' Statements Submitted to the Voters at An Election to be Held on Tuesday, November 5, 2024

Consider Adoption of Resolution No. 24-3445 Requesting the Board of Supervisors of the County of San Bernardino to Consolidate a General Municipal Election to be Held on Tuesday, November 5, 2024, with the Presidential General Election to be Held on the Same Date Pursuant to Section 10403 of the California Elections Code

ACTION - Consent Calendar - Item D-3	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 5-0.

IX. PULLED CONSENT CALENDAR ITEMS — None

X. COUNCIL/MHC BUDGET REVIEW AND ADOPTION

Mayor/Chair Dutrey announced that the following items are adjourned to Thursday, June 20, 2024 at 6:00 p.m. in the City Council Chambers.

A. Presentation

1. **Fiscal Year 2024-25 Preliminary Budget Review**

B. Consent Calendar

1. **Consider Adoption of Resolution No. 24-3447 Authorizing Approval of the Change in Population in San Bernardino County During 2023 for the Purpose of Calculating the Gann Spending Limit for Fiscal Year 2024-25**
2. **Consider Adoption of Resolution No. 24-3448 Establishing an Appropriations Limit for Fiscal Year 2024-25 Pursuant to Article 13-B of the California Constitution and to Section 7910 of the Government Code**
3. **Consider Adoption of Resolution No. 24-3449 Adopting the City of Montclair Fiscal Year 2024-25 Annual Budget**
4. **Consider Adoption of Resolution No. 24-02 Adopting the Fiscal Year 2024-25 Budget for the Montclair Housing Corporation**

XI. COMMUNICATIONS

A. Department Reports — None

B. City Attorney

City Attorney Robbins requested the City Council meet in closed session concerning the following:

1. **Request for City Council to Meet in Closed Session Pursuant to Government Code §54956.9(d)(1) Regarding Pending Litigation**

Dow/Alvarran v Montclair

C. City Manager/Executive Director — None

D. Mayor/Chair

Mayor/Chair Dutrey advised the San Bernardino County Transportation Authority sent out an email in May advising major completion of construction at Monte Vista Avenue for the I-10 freeway corridor project should be completed by July; noted he participated in a Police Officer ride-along on Thursday; and stated he attended an event to recognize the Police Department's Reserve Captain and Reserve Officers.

E. Council Members/Directors

1. Council Member/Director Martinez encouraged the public to attend the upcoming Concerts and Movies in the Park.
2. Council Member/Director Ruh recognized June 17 as Eid al-Adha, a holy day celebrated by the Muslim community, and Juneteenth, a newly recognized federal holiday commemorating the day in 1865 when **General Gordon Granger** issued General Order No. 3 informing the people of Texas that all enslaved people were now free; and reported his attendance at the **Foothill Gold Line Phase II Joint Powers Authority** Board meeting.
3. Council Member/Director Lopez reported **Montclair High School's** baseball camp was a successful program with 12-15 participants; noted there is currently debate about Proposition 47 invalidating several bills addressing retail theft if it does not pass; expressed support for the Juneteenth holiday; and wished everyone a happy belated Father's Day.
4. Mayor Pro Tem/Vice Chair Johnson discussed how African Americans were not viewed or treated as equals by American society for over a century after emancipation, and provided personal experiences demonstrating that racism still exists in modern times; reported she attended a League of California Cities Inland Empire Division Meeting where Proposition 47 was discussed and encouraged voters to research it before the election; stated she was delighted to present the City with a check for \$6,000 on behalf of the Chamber of Commerce for Country Fair Jamboree sponsorships; announced an upcoming Chamber event, An Evening in the Garden, featuring foods from local restaurants in Montclair; and wished City Attorney Diane Robbins a happy birthday.

F. Committee Meeting Minutes

The following committee minutes were received and filed for informational purposes:

1. Personnel Committee - June 3, 2024

XI. CLOSED SESSION

At 8:39 p.m., the City Council went into closed session to discuss pending litigation.

XII. CLOSED SESSION ANNOUNCEMENTS

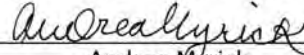
At 8:50 p.m., the City Council returned from closed session. Mayor Dutrey announced that the City Council discussed pending litigation; information was received and direction given to staff on both matters; and no further announcements would be made at this time.

XIII. ADJOURNMENT

At 8:50 p.m., the Successor Agency Board, Montclair Housing Authority Commission, and Montclair Community Foundation Board were adjourned

At 8:50 p.m., the City Council and Montclair Housing Corporation Board were adjourned to Thursday, June 20, 2024 at 6:00 p.m. for the Council/MHC Budget Review and Adoption Meeting.

Submitted for City Council/Successor Agency Board/Montclair Housing Corporation Board/Montclair Housing Authority Commission/Montclair Community Foundation Board approval,



Andrea Myrick,
City Clerk

PENDING APPROVAL