

**CITY OF MONTCLAIR
AGENDA FOR CITY COUNCIL, SUCCESSOR AGENCY,
MONTCLAIR HOUSING CORPORATION, MONTCLAIR
HOUSING AUTHORITY, AND MONTCLAIR COMMUNITY
FOUNDATION MEETINGS**

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

May 6, 2019

7:00 p.m.

As a courtesy, please silence your cell phones and other electronic devices while the meeting is in session.

Persons wishing to speak on an agenda item, including closed session items, are requested to complete a yellow Speaker Information Card located at the entrance of the Council Chambers and present it to the City Clerk prior to consideration of the item. The Mayor/Chair (or the meeting's Presiding Officer) will recognize those who have submitted a card at the time of the item's consideration by the City Council/Board of Directors/Commissioners, and speakers may approach the podium to provide comments on the item at that time.

Audio recordings of the CC/SA/MHC/MHA/MCF meetings are available on the City's website at www.cityofmontclair.org and can be accessed by the end of the next business day following the meeting.

- 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. Vernon Middle School Student Presentation on Crosswalk Safety

VI. PUBLIC HEARINGS — None

Page No.

VII. PUBLIC COMMENT

This section is intended to provide members of the public with an opportunity to comment on any subject that does not appear on this agenda. Each speaker will be afforded up to five minutes to address the City Council/Boards of Directors/Commissioners. (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.

VIII. CONSENT CALENDAR

A. Approval of Minutes

1. Regular Joint Meeting — April 15, 2019 [CC/SA/MHC/MHA/MCF]

B. Administrative Reports

1. Consider Authorizing a \$50,000 Appropriation from the Contingency Reserve Fund for Costs Related to the Montclair Transcenter Shelter Repair Project [CC]

Consider Authorizing Staff to Advertise for Bid Proposals for the Montclair Transcenter Shelter Repair Project [CC]

Consider Approval of the Plans and Specifications for the Montclair Transcenter Shelter Repair Project [CC]

4

2. Consider Approval of Parcel Merger No. 2019-2 for Two Parcels Generally Located on Northwest Corner of Mission Boulevard at Kadota Avenue [CC]

5

3.	Consider Receiving and Filing Status Report on Emergency Contracting Procedures Related to the Installation of a Storm Drain Inlet at the Community Center Gymnasium [CC]	
	Consider Declaring a Termination of the Emergency Action Authorized Under Resolution No. 19-3231 [CC]	
	Consider Approval of the Filing of a Notice of Completion for the Emergency Repairs with the San Bernardino County Recorder's Office [CC]	10
4.	Consider Approval of Warrant Register and Payroll Documentation [CC]	12
C. Agreements		
1.	Consider Approval of Agreement No. 19-30 with the West End Fire and Emergency Response Commission Authorizing the Purchase of a 1991 Chevrolet 3500 Heavy Duty 1-Ton Pickup Truck with Utility Box, and the Transfer of Said Vehicle to the Montclair Fire Department [CC]	13
2.	Consider Approval of Agreement No. 19-31 with the San Bernardino County Office of Homeless Services to Accept an Award for the Homeless Emergency Aid Program [CC]	17
3.	Consider Approval of Agreement No. 19-32, Amendment No. 1 to Agreement No. 18-34 with the San Bernardino County Department of Aging and Adult Services to Provide Additional Funding to Support the Senior Citizen Transportation Program [CC]	54
4.	Consider Approval of Agreement No. 19-33 with Tabitha Davies for the Donation of Retired Police Canine Cu' Bocan [CC]	58
5.	Consider Approval of Agreement No. 19-34 with KaBOOM!, Inc., for a Playground Build Project at Macarthur Park [CC]	
	Consider Authorizing the City's Required Community Partner Contribution of \$8,500 Plus Site Preparation Expenses of \$2,000 [CC]	
	Consider Acceptance of New Playground Equipment for Macarthur Park [CC]	61
D. Resolutions		
1.	Consider Adoption of Resolution No. 19-3235 Establishing Local Guidelines for Implementing the California Environmental Quality Act Pursuant to Public Resources Code Section 21000 <i>et seq.</i> [CC]	69
IX.	PULLED CONSENT CALENDAR ITEMS	
X.	BUSINESS ITEMS — None	
XI.	RESPONSE — None	
XII.	COMMUNICATIONS	
A. City Department Reports		
1. Police Department		
	• Status Update on Ladder Truck Refurbishment	
	• Montclair Police Officers' and Employees' Appreciation and Recognition Luncheon — Wednesday, May 15, 2019	

B. City Attorney

1. Request to Meet in Closed Session Pursuant to Government Code Section 54956.8 Regarding Real Property Negotiations [CC]

Property: *Undeveloped 2.18-acre site near Central Avenue and Richton Street (APN 1007-393-04-0000)*

Zoning Designation: *North Montclair Downtown Specific Plan — Station and Town Center Districts*

Negotiating Parties: *City of Montclair and Pennell Holding Company, LLC*

City Negotiator: *Edward C. Starr, City Manager*

Under Negotiation: *Recommendations Regarding Acquisition/Purchase Price*

2. Request to Meet in Closed Session Pursuant to Government Code Section 54956.8 Regarding Real Property Negotiations [CC]

Property: *8752 Monte Vista Avenue (APN 1007-722-07-0000)*

Negotiating Parties: *City of Montclair and Vulcan Materials*

City Negotiator: *Edward C. Starr, City Manager*

Under Negotiation: *Recommendations Regarding Acquisition/Purchase Price*

3. Request to Meet in Closed Session Pursuant to Government Code §54956.9(d)(1) Regarding Pending Litigation [CC]

Hernandez v. City of Montclair

C. City Manager/Executive Director

D. Mayor/Chairperson

1. Announcement of Vacancies on Planning Commission (2) and Community Activities Commission (1)
2. Montclair High School Commencement Ceremony on May 22, 2019 [CC]

E. Council/SA Board/MHC Board/MHA Commission/MCF Board

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

- | | |
|---|----|
| 1. Real Estate Committee Meeting — October 15, 2018 [CC] | 71 |
| 2. Code Enforcement/Public Safety Committee Meeting — October 15, 2018 [CC] | 74 |
| 3. Personnel Committee Meeting — April 15 2019 [CC] | 76 |

XIII. CLOSED SESSION

XIV. CLOSED SESSION ANNOUNCEMENTS

XV. 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, May 20, 2019, at 7:00 p.m. in the Council Chambers.

Reports, backup materials, and additional materials related to any item on this Agenda distributed to the Acting Bodies after distribution of the Agenda packet are available for public inspection in the City Clerk's Office at 5111 Benito Street, Montclair, California, between 7:00 a.m. and 6:00 p.m., Monday through Thursday.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at (909) 625-9416. Notification 48 hours 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. Phillips, 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 bulletin board adjacent to the north door of Montclair City Hall, 5111, Benito Street on May 2, 2019.



AGENDA REPORT

DATE:	MAY 6, 2019	FILE I.D.:	TRN365
SECTION:	ADMIN. REPORTS	DEPT.:	PUBLIC WORKS
ITEM NO.:	1	PREPARER:	S. STANTON

SUBJECT: CONSIDER AUTHORIZING A \$50,000 APPROPRIATION FROM THE CONTINGENCY RESERVE FUND FOR COSTS RELATED TO THE MONTCLAIR TRANSCENTER SHELTER REPAIR PROJECT

CONSIDER AUTHORIZING STAFF TO ADVERTISE FOR BID PROPOSALS FOR THE MONTCLAIR TRANSCENTER SHELTER REPAIR PROJECT

CONSIDER APPROVAL OF THE PLANS AND SPECIFICATIONS FOR THE MONTCLAIR TRANSCENTER SHELTER REPAIR PROJECT

REASON FOR CONSIDERATION: Appropriations and authorization to advertise for bid proposals for construction projects require approval of the City Council.

BACKGROUND: On March 22, 2019, a Foothill Transit bus driver inadvertently allowed an unattended bus to roll backwards into one of the pedestrian shade shelters at the Montclair Transcenter. The shelter has to be permanently restricted of use because it was damaged so severely by the accident. The shelter is also used for the electronic kiosk for electronic ticket sales.

Under Cooperative Maintenance Agreement No. 95-65 with Caltrans, the City is responsible for the maintenance of the Transcenter grounds. While the damage is too severe for staff to repair, the cost is significant enough that the project requires advertisement for public bid.

In an effort to maintain a functional facility as well as concerns for the appearance of the Metrolink platform, staff is requesting that the City Council authorize the appropriation of the necessary funds to make the repairs immediately. Ultimately, staff would file a claim with Foothill Transit for reimbursement of the construction costs.

FISCAL IMPACT: The estimated project cost is \$50,000. Staff recommends the use of the Contingency Reserve Fund to fund the project, with reimbursement coming from an insurance claim.

RECOMMENDATION: Staff recommends that the City Council take the following actions:

1. Authorize a \$50,000 appropriation from the Contingency Reserve Fund for costs related to the Montclair Transcenter Shelter Repair Project.
2. Consider authorizing staff to advertise for bid proposals for the Montclair Transcenter Shelter Repair Project.
3. Consider approval of the plans and specifications for the Montclair Transcenter Shelter Repair Project.



AGENDA REPORT

DATE:	MAY 6, 2019	FILE I.D.:	LDU225
SECTION:	ADMIN. REPORTS	DEPT.:	PUBLIC WORKS
ITEM NO.:	2	PREPARER:	N. CASTILLO
SUBJECT:	CONSIDER APPROVAL OF PARCEL MERGER NO. 2019-2 FOR TWO PARCELS GENERALLY LOCATED ON NORTHWEST CORNER OF MISSION BOULEVARD AT KADOTA AVENUE		

REASON FOR CONSIDERATION: Parcel mergers are permitted under the Subdivision Map Act and the Montclair Municipal Code, subject to the approval of the City Council.

BACKGROUND: First United Investment LLC has expressed their wish to merge two parcels into a single parcel for the purpose of conforming to City Standards. Such a merger is permitted under both the Subdivision Map Act and the City's Municipal Code. A parcel merger application has been submitted and approved by staff.

The properties in question are generally identified as 3964 and 3946 Mission Boulevard. The site is already developed. The property at 3946 Mission Boulevard consists of the parking area of the development at 3964 Mission Boulevard. The development has a substandard canopy along the northeast side; the lot merge would legalize the substandard canopy and allow better utilization of the site for any future improvements.

FISCAL IMPACT: The merger of these parcels would have no fiscal impact to the City's General Fund.

RECOMMENDATION: Staff recommends that the City Council approve Parcel Merger No. 2019-2 for two parcels generally located on the northwest corner Mission Boulevard at Kadota Avenue.

RECORDING REQUESTED BY AND MAIL TO: CITY OF MONTCLAIR CITY ENGINEER P. O. BOX 2308 MONTCLAIR, CA 91763	
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SPACE ABOVE THIS LINE FOR RECORDER'S USE

CERTIFICATE OF PARCEL MERGER NO. _____ - _____

RECORD OWNERS	EXISTING PARCELS ASSESSOR PARCEL NUMBERS
FIRST UNITED INVESTMENT LLC	1012-201-23
FIRST UNITED INVESTMENT LLC	1012-201-11

**LEGAL DESCRIPTION OF MERGED PARCEL
SEE EXHIBITS A & B**

<p><small>A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.</small></p>	DATED _____ SIGNATURE(S) OF RECORD OWNER(S) _____ _____ _____ _____
State of _____ County of _____ On _____ before me, _____ personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.	
_____ Signature of Notary	
CERTIFICATE OF PARCEL MERGER NO. _____ - _____ WAS APPROVED BY THE MONTCLAIR CITY COUNCIL	
ON: _____ BY: _____ TITLE: _____ DATE: _____	
(Engineer's Stamp)	(Surveyor Stamp)

EXHIBIT "B"
EXISTING LEGAL DESCRIPTION

PARCEL 1:

THAT PORTION OF GOVERNMENT LOT 2, SECTION 28, TOWNSHIP 1 SOUTH, RANGE 8 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL DATED MARCH 9, 1876, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF MISSION BLVD., 100.00 FEET WIDE AS SAID AVENUE EXISTED ON JULY 1, 1941 (FORMERLY KNOWN AS FIFTH AVENUE) AND THE WEST LINE OF THE EAST 20 ACRES OF SAID GOVERNMENT LOT 2; THENCE NORTH 89°38'00" WEST, ALONG SAID NORTH LINE 142.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 0°46'35" WEST, PARALLEL WITH THE EAST LINE OF SAID GOVERNMENT LOT, 306 FEET; THENCE NORTH 89°38'00" WEST 132.00 FEET PARALLEL WITH THE NORTH LINE OF MISSION AVENUE; THENCE SOUTH 0°46'35" EAST, 306.24 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVED SOUTHERLY AND HAVING A RADIUS OF 4050.00 FEET, SAID BEGINNING ALSO BEING ON THE NORTHERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DOCUMENT RECORDED FEBRUARY 19, 1931, IN BOOK 702 PAGE 181 OF OFFICIAL RECORDS OF SAID COUNTY, A RADIAL LINE THROUGH SAID CURVE BEARS NORTH 00°15'32" WEST; THENCE EASTERLY ALONG SAID NORTHERLY LINE 44.23 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°37' 32"; THENCE CONTINUING SOUTH 89°38'00" EAST, ALONG SAID NORTHERLY LINE, 87.77 FEET TO THE POINT OF BEGINNING.

SAID LEGAL DESCRIPTION IS DESCRIBED IN THE CERTIFICATE APPROVING LOT LINE ADJUSTMENT RECORDED AUGUST 18, 2010 AS DOCUMENT NO. 2010-0336484 AS "PARCEL 1- NEW LEGAL DESCRIPTION.

CONTAINING: 40,387 SQ.FT. MORE OR LESS.

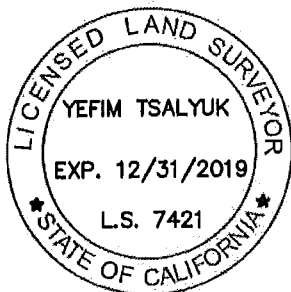
PARCEL 2:

THAT PORTION OF LOT 2 IN SECTION 28, TOWNSHIP 1 SOUTH, RANGE 8 WEST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SAID LOT 2, DISTANT WESTERLY 274 FEET FROM THE SOUTHWEST CORNER OF THE EASTERLY 20 ACRES OF SAID LOT 2; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 2, WESTERLY 132 FEET; THENCE NORTHERLY AND PARALLEL WITH THE WESTERLY LINE OF THE EASTERLY 20 ACRES OF SAID LOT 2, 332 FEET; THENCE EASTERLY AND PARALLEL TO THE SOUTHERLY LINE OF SAID LOT 2, 132 FEET; THENCE SOUTHERLY AND PARALLEL TO THE WESTERLY LINE OF THE EASTERLY 20 ACRES OF SAID LOT 2, 332 FEET TO THE POINT OF BEGINNING.

EXCEPTING THE PORTION INCLUDED IN MISSION BLVD. (FORMERLY 5th AVENUE)

CONTAINING: 37,224 SQ.FT. MORE OR LESS.



PREPARED UNDER THE SUPERVISION OF:

A handwritten signature in black ink, appearing to read "Yefim Tsalyuk".

YEFIM TSALYUK, LS 7421
DATE 10/26/2018

EXHIBIT "B"

PROPOSED LEGAL DESCRIPTION

LOT 1:

THAT PORTION OF GOVERNMENT LOT 2, SECTION 28, TOWNSHIP 1 SOUTH, RANGE 8 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL DATED MARCH 9, 1876, DESCRIBED AS FOLLOWS:

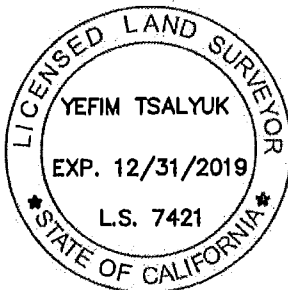
COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF MISSION BLVD., 100.00 FEET WIDE AS SAID AVENUE EXISTED ON JULY 1, 1941 (FORMERLY KNOWN AS FIFTH AVENUE) AND THE WEST LINE OF THE EAST 20 ACRES OF SAID GOVERNMENT LOT 2; THENCE NORTH 89°38'00" WEST, ALONG SAID NORTH LINE 142.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 0°46'35" WEST, PARALLEL WITH THE EAST LINE OF SAID GOVERNMENT LOT, 306 FEET; THENCE NORTH 89°38'00" WEST 132.00 FEET PARALLEL WITH THE NORTH LINE OF MISSION AVENUE; THENCE SOUTH 0°46'35" EAST, 306.24 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVED SOUTHERLY AND HAVING A RADIUS OF 4050.00 FEET, SAID BEGINNING ALSO BEING ON THE NORTHERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DOCUMENT RECORDED FEBRUARY 19, 1931, IN BOOK 702 PAGE 181 OF OFFICIAL RECORDS OF SAID COUNTY, A RADIAL LINE THROUGH SAID CURVE BEARS NORTH 00°15'32" WEST; THENCE EASTERLY ALONG SAID NORTHERLY LINE 44.23 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°37' 32"; THENCE CONTINUING SOUTH 89°38'00" EAST, ALONG SAID NORTHERLY LINE, 87.77 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF LOT 2 IN SECTION 28, TOWNSHIP 1 SOUTH, RANGE 8 WEST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SAID LOT 2, DISTANT WESTERLY 274 FEET FROM THE SOUTHWEST CORNER OF THE EASTERLY 20 ACRES OF SAID LOT 2; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 2, WESTERLY 132 FEET; THENCE NORTHERLY AND PARALLEL WITH THE WESTERLY LINE OF THE EASTERLY 20 ACRES OF SAID LOT 2, 332 FEET; THENCE EASTERLY AND PARALLEL TO THE SOUTHERLY LINE OF SAID LOT 2, 132 FEET; THENCE SOUTHERLY AND PARALLEL TO THE WESTERLY LINE OF THE EASTERLY 20 ACRES OF SAID LOT 2, 332 FEET TO THE POINT OF BEGINNING.

EXCEPTING THE PORTION INCLUDED IN MISSION BLVD. (FORMERLY 5th AVE.)

CONTAINING: 77,611 SQ.FT. MORE OR LESS.



PREPARED UNDER THE SUPERVISION OF:

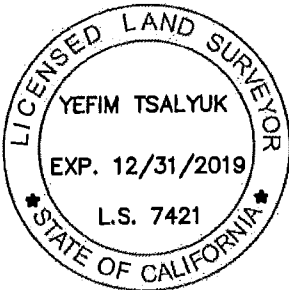
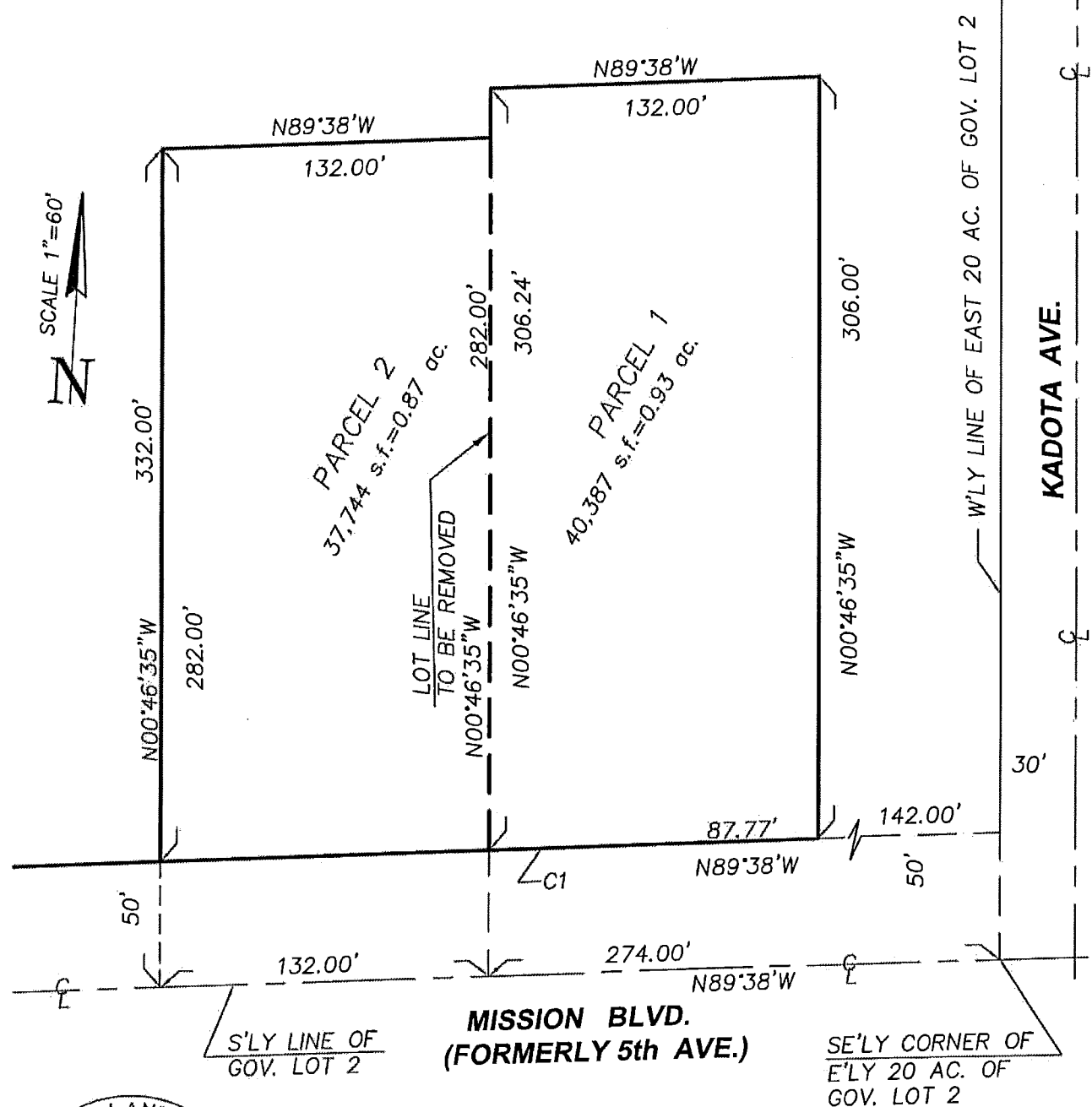
A handwritten signature in black ink, appearing to read "Yefim Tsalyuk".

YEFIM TSALYUK, LS 7421
DATE 10/26/2018

EXHIBIT "A"

SHEET 1 OF 1

CERTIFICATE OF PARCEL MERGER NO.



PREPARED UNDER THE SUPERVISION OF:

Yefim Tsalyuk

YEFIM TSALYUK, LS 7421
DATE 10/26/2018

CURVE C1
d=00°37'32"
R=4050.00'
L=44.23'



AGENDA REPORT

DATE: MAY 6, 2019

FILE I.D.: CVC060

SECTION: ADMIN. REPORTS

DEPT.: PUBLIC WORKS

ITEM NO.: 3

PREPARER: N. CASTILLO

SUBJECT: CONSIDER RECEIVING AND FILING STATUS REPORT ON EMERGENCY CONTRACTING PROCEDURES RELATED TO THE INSTALLATION OF A STORM DRAIN INLET AT THE COMMUNITY CENTER GYMNASIUM

CONSIDER DECLARING A TERMINATION OF THE EMERGENCY ACTION AUTHORIZED UNDER RESOLUTION NO. 19-3231

CONSIDER APPROVAL OF THE FILING OF A NOTICE OF COMPLETION FOR THE EMERGENCY REPAIRS WITH THE SAN BERNARDINO COUNTY RECORDER'S OFFICE

REASON FOR CONSIDERATION: Under Public Contract Code Section 22050, the governing body shall review the emergency action at its next regularly scheduled meeting and every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths majority vote, that there is a need to continue the action.

BACKGROUND: By City Council action on March 18, 2019, Resolution No. 19-3231 was adopted declaring a need for emergency contracting procedures for the installation of a storm drain inlet at the Community Center Gymnasium. A contract was awarded to Sully Miller Contracting to construct the storm drain inlet at the Community Center Gymnasium (Agreement No. 19-23).

The gymnasium storm drain inlet installation concluded the week of April 22, 2019. The gymnasium was operational throughout construction and is now better protected from future storm water damage.

FISCAL IMPACT: Concurrent with approval of Resolution No. 19-3231, the City Council appropriated \$30,000 for the work. There would be no additional fiscal impact should the City Council take the recommended actions.

RECOMMENDATION: Staff recommends that the City Council take the following actions:

1. Consider receiving and filing status report on emergency contracting procedures related to the installation of a storm drain inlet at the Community Center Gymnasium.
2. Consider declaring a termination to the emergency action authorized under resolution No. 19-3231.
3. Consider approval of the filing a notice of completion for the emergency repairs with the San Bernardino County Recorder's Office.

RECORDING REQUESTED BY:

City of Montclair

AND WHEN RECORDED MAIL DOCUMENT AND
TAX STATEMENT TO:

NAME: **City of Montclair**

STREET ADDRESS: **5111 Benito Street**

CITY, STATE & ZIP
CODE: **Montclair, CA 91763**

Government Code 6103

(Space above this line for Recorder's Use Only)

NOTICE OF COMPLETION

NOTICE is hereby given that: The undersigned is the owner of an interest of estate in the hereinafter described property, the nature of which said interest or estate is:

fee

The full name and address of the undersigned
is
Noel Castillo
Public Works Director/
City Engineer
5111 Benito Street
Montclair, CA 91763

The work was completed on that certain work known as:

Storm Drain Inlet at the Community Center Gymnasium

for the undersigned City of Montclair,
a Municipal Corporation, on the 6th day of May 2019

The City accepted the job on the 18th day of April 2019

The Contractor on said job was
Sully-Miller Contracting Company
135 S. State College Blvd., suite 400
Brea, CA 92821

The improvement consisted of:
Installation of storm drain inlet, trench drain and cobble.

The property upon which said work of improvement was completed is described as Address:

Community Center Gymnasium
(APN not applicable for City Street)

VERIFICATION

I, the undersigned, say that I am agent for the owner of the aforesaid interest or estate in the property described in the above notice. I have read the foregoing notice and know and understand the contents thereof, and the facts stated herein are true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on: May 6, 2019 at 5111 Benito Street, Montclair, California

Noel Castillo
Public Works Director
City Engineer



AGENDA REPORT

DATE:	MAY 6, 2019	FILE I.D.:	FIN540
SECTION:	ADMIN. REPORTS	DEPT.:	FINANCE
ITEM NO.:	4	PREPARER:	L. LEW /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 Raft has examined the Warrant Register dated May 6, 2019; and the Payroll Documentation dated April 14, 2019; and recommends their approval.

FISCAL IMPACT: The Warrant Register dated May 6, 2019, totals \$1,443,025.87; and the Payroll Documentation dated April 14, 2019, totals \$618,102.47 gross, with \$435,664.07 net being the total cash disbursement.

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



AGENDA REPORT

DATE: MAY 6, 2019

FILE I.D.: FRD250/VEH450

SECTION: AGREEMENTS

DEPT.: FIRE

ITEM NO.: 1

PREPARER: Z. ROSETTE

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 19-30 WITH THE WEST END FIRE AND EMERGENCY RESPONSE COMMISSION AUTHORIZING THE PURCHASE OF A 1991 CHEVROLET 3500 HEAVY DUTY 1-TON PICKUP TRUCK WITH UTILITY BOX, AND THE TRANSFER OF SAID VEHICLE TO THE MONTCLAIR FIRE DEPARTMENT

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 19-30 with the West End Fire and Emergency Response Commission (WEFERC) for the purchase of a 1991 Chevrolet 3500 Heavy Duty 1-ton Pickup Truck with utility box, and the transfer of said vehicle to the City of Montclair Fire Department. The purchase price of the vehicle would be one dollar.

A copy of proposed Agreement No. 19-30 is attached for the City Council's review and consideration.

BACKGROUND: The Joint Powers Agreement for Fire and Emergency Services Response Commission was approved and signed by the Montclair City Council in August 1995. This agreement allowed for certain public agencies to purchase equipment, share resources, participate in group training, and develop emergency specialized response teams. The public agencies included in the agreement were the cities of Upland, Chino, Ontario, Rancho Cucamonga, and Montclair. WEFERC is subsidized by an annual fee paid by each agency.

The pickup truck being sold and transferred from WEFERC to the Montclair Fire Department was purchased through WEFERC and used as a breathing support and lighting unit by JPA cities. The unit was used to fill breathing apparatus bottles during fires and allowed for additional lighting at emergency incidents. The breathing support unit was housed and maintained by Montclair Fire personnel with maintenance costs paid through the JPA Commission.

Because of the age of the onboard compressor, and partnered cities of the JPA purchasing their own breathing support units, the breathing support unit became obsolete and was decommissioned approximately five years ago.

The WEFERC agreed and voted to sell and transfer the decommissioned breathing support unit to the Montclair Fire Department for the purchase price of one dollar.

If approved, the Fire Department would utilize the pickup truck in combination with towing the Urban Search and Rescue trailer. The truck can also be used as a utility truck for specific assignments within the Fire Department.

FISCAL IMPACT: Should the City Council approve this item, the purchase cost of the vehicle would be \$1.00, as stated in Agreement No. 19-30. The annual cost for using the vehicle on a limited basis would be approximately \$1,000.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 19-30 with the West End Fire and Emergency Response Commission (WEFERC) for the purchase of a 1991 Chevrolet 3500 Heavy Duty 1-ton Pickup Truck with utility box, and the transfer of said vehicle to the City of Montclair Fire Department.



WEST END FIRE AND EMERGENCY RESPONSE COMMISSION

CHINO VALLEY

MONTCLAIR

ONTARIO

RANCHO CUCAMONGA

January 24, 2019

Steve Jackson, Deputy Fire Chief
Montclair Fire Department
8901 Monte Vista Ave.
Montclair, CA 91763

Re: Letter of Agreement for the sale of a Breathing Support Vehicle – 1991 Chevy – VIN No. 1GBKC34N8MJ108488

Dear Chief Jackson:

This letter shall be an agreement between the **West End Fire and Emergency Response Commission** (“WEFERC”) and **City of Montclair - Fire Department** (“Buyer”) for the sale and transfer of a **Breathing Support Vehicle – 1991 Chevy – VIN No. 1GBKC34N8MJ108488** (“Vehicle”) for \$1 in accordance with this Letter of Agreement.

Buyer understands and agrees that (i) Vehicle is being sold “as is”, (ii) WEFERC makes no assertions of any kind or nature as to the safety or serviceability of Vehicle for any use which Buyer may make of Vehicle; (iii) WEFERC makes no assertions of any kind or nature as to the safety or serviceability of any of the individual parts or equipment, including without limitation any service- or ground-related equipment, which are connected to or included with Vehicle, (iv) WEFERC makes no assertions of any kind or nature regarding the quality, frequency, thoroughness, or compliance with any regulatory or manufacturer requirements of the inspections performed, maintenance or repair work performed, or parts installed by or on behalf of WEFERC; (v) WEFERC represents that any records provided relative to the Vehicle’s use and maintenance are, to its knowledge, accurate, but WEFERC makes no assertions of any kind or nature, nor any warranty or guarantee, that said records are, indeed, accurate or complete, and (vi) WEFERC very strongly recommends that Buyer, or any subsequent Buyer or user to whom Buyer transfers any part of Vehicle or any related equipment, have Vehicle, including all parts and equipment, thoroughly inspected by a qualified person/organization prior to the utilization of said Vehicle or any individual parts thereof, including without limitation any related parts or equipment which Buyer purchases with Vehicle.

415 East B Street

Ontario, California

91764

(909) 395-2002

Buyer acknowledges that Vehicle is being sold "as is" and WEFERC is not placing restrictions on what Buyer can do with regards to the subsequent use or sale of the Vehicle, or any of its parts or related equipment. Consequently, once purchased, Buyer assumes all responsibility for the subsequent use, sale, or other disposition of Vehicle, or any of its parts or related equipment, and Buyer hereby agrees to defend, indemnify and hold the WEFERC, its officials, officers, employees, agents, volunteers, representatives, and mechanics (hereinafter, collectively the "Indemnified Parties") free and harmless from any and all claims, demands, causes of action, expenses, liabilities, losses, damages and injuries to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of Buyer, its officials, officers, employees, agents, and contractors arising out of or in connection with the performance of this Agreement, including, without limitation the payment of all consequential damages, attorneys fees and other related costs and expenses, or Buyer's subsequent use or sale of Vehicle (any of its parts or related equipment), including any such claims, demands, damages, judgments, defense costs, liability or consequential damages arising out of the sole negligence of one or more of the Indemnified Parties.

Buyer understands and agrees that prior to transfer of possession of Vehicle, Buyer will provide proof of insurance for Vehicle. WEFERC recommends Vehicle be towed, but should Vehicle be driven when possession is transferred to Buyer from WEFERC, proof of a licensed driver qualified to operate Vehicle shall be provided to WEFERC prior to the actual physical transfer.

The WEFERC hereby designates **Ray Gayk, President** ("WEFERC's Representative"), or his or her designee, to act as its representative for the performance of this Letter of Agreement. WEFERC's Representative shall have the power to act on behalf of the WEFERC for all purposes under this Letter of Agreement. Buyer shall not accept direction or orders from any person other than the WEFERC's Representative or his or her designee.

If you agree with the terms of this Letter of Agreement, please indicate by signing and dating where indicated below. An original, executed copy of this Letter of Agreement is enclosed for your records.

**WEST END FIRE AND EMERGENCY
RESPONSE COMMISSION**

CITY OF MONTCLAIR – FIRE DEPT.

Approved by 

Ray Gayk
President

Reviewed and Accepted by Buyer

Signature

Name

Title

Date



AGENDA REPORT

DATE:	MAY 6, 2019	FILE I.D.:	HSV046
SECTION:	AGREEMENTS	DEPT.:	HUMAN SVCS.
ITEM NO.:	2	PREPARER:	A. COLUNGA
SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NO. 19-31 WITH THE SAN BERNARDINO COUNTY OFFICE OF HOMELESS SERVICES TO ACCEPT AN AWARD FOR THE HOMELESS EMERGENCY AID PROGRAM		

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 19-31 with the San Bernardino County Office of Homeless Services to accept an award for the Homeless Emergency Aid Program (HEAP).

A copy of Agreement No. 19-31 is attached for the City Council's review and consideration.

BACKGROUND: On June 27, 2018, Governor Brown signed into law SB 850, authorizing HEAP grant funding. HEAP is a \$500 million block grant designed to provide direct assistance to address the homelessness crisis throughout California. The San Bernardino County Office of Homeless Services is responsible for distributing \$9 million in HEAP funding designated for the County. The City of Montclair was successful in our application to receive HEAP funds.

There is a need for homeless services in our community. Montclair High School estimates that at least 200 students and their families are homeless or at risk of becoming homeless, and the Ontario-Montclair School District estimates nearly 500 students and their families are homeless or at risk of becoming homeless. In addition, at least 30 percent of the clients served by the Montclair Community Collaborative are homeless or are at risk of becoming homeless.

Montclair has taken initial steps to prepare for this situation by adopting an Emergency Shelter and Single-Room Occupancy Ordinance in 2014 (Section 11.38 of the Montclair Municipal Code). By declaring a shelter crisis on November 5, 2018 through Resolution No. 18-3212, the City and designated nonprofit organizations are now eligible to use HEAP funds to provide services to address the homeless issues within our community, and to further Montclair's programs to assist the homeless.

The City's successful application for HEAP funding will be utilized to enhance the City's homelessness prevention efforts and will be implemented collaboratively by the Human Services Department and the Code Enforcement Division. HEAP funded activities include:

- Street outreach led by code enforcement officers in collaboration with community-based organizations; and
- Navigation services in collaboration with the Montclair Community Collaborative and other community-based organizations.

The term of Agreement No. 19-31 is May 21, 2019, through June 30, 2021.

FISCAL IMPACT: Should the City Council approve proposed Agreement No. 19-31, San Bernardino County Office of Homeless Services will provide the City with funding in the amount of \$234,000 toward eligible expenses from May 21, 2019, through June 30, 2021 to implement HEAP through street outreach and navigation services.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 19-31 with the San Bernardino County Office of Homeless Services to accept an award for the Homeless Emergency Aid Program.



Contract Number

SAP Number

Community Development and Housing Agency

Department Contract Representative	Tom Hernandez Chief of Homeless Services
Telephone Number	(909) 386-8297
Contractor	City of Montclair
Contractor Representative	Alyssa Colunga
Telephone Number	(909) 625-9459
Contract Term	May 21, 2019 – June 30, 2021
Original Contract Amount	\$234,000.00
Amendment Amount	
Total Contract Amount	\$234,000.00
Cost Center	6210002500

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter referred to as the COUNTY, and City of Montclair, hereinafter referred to as CONTRACTOR.

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the COUNTY has been allocated funds by the State of California, Homeless Coordinating and Financing Council in the Business, Consumer and Housing Agency, hereinafter called State, under the Homeless Emergency Aid Program (HEAP) pursuant to Chapter 5 (commencing with Section 50210) of Part I of Division 30 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018) to provide one-time flexible block grant funds to provide direct assistance to Continuums of Care (CoC) and large cities to address their immediate homelessness challenges; and,

WHEREAS, the COUNTY Community Development and Housing Agency, Office of Homeless Services, hereinafter referred to as OHS, is the Administrative Entity authorized to act on behalf of the COUNTY to administer HEAP as designated by the San Bernardino County Continuum of Care (SBC CoC), the eligible recipient of HEAP grant funding; and

WHEREAS, on October 2, 2018, the COUNTY released a Request for Application (RFA) seeking Applications from interested and qualified applicants to be included in the SBC CoC's collaborative application for HEAP funding and CONTRACTOR responded to the RFA and represents that it is qualified to participate in HEAP and has the required qualifications, experience and expertise to provide services and is willing to use State funds to serve individuals and families experiencing homelessness; and

WHEREAS, the COUNTY desires that such services be provided by CONTRACTOR and CONTRACTOR agrees to perform these services as set forth below;

NOW, THEREFORE, the COUNTY and CONTRACTOR mutually agree to the following terms and conditions:

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ATTACHMENTS

EXHIBIT 1 – HEAP AWARD BY ACTIVITY

EXHIBIT 2 – SCOPE OF WORK

EXHIBIT 3 – HEAP REPORTING REQUIREMENTS

EXHIBIT 4 – HMIS CLIENT DATA REPORT SAMPLE

EXHIBIT 5 – HMIS DATA QUALITY REPORT CARD

EXHIBIT 6 – CALIFORNIA WELFARE AND INSTITUTIONS CODE SECTION 8255

A. DEFINITIONS

- A.1 Administrative Entity:** A unit of general purpose local government (city, county or a city that is also a county) or a nonprofit organization that has (1) previously administered federal Department of Housing and Urban Development (HUD) Continuum of Care (CoC) funds as the collaborative applicant pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations, and (2) been designated by the CoC to administer program funds.
- A.2 Bridge Housing:** Temporary housing resources offered while working with clients with Permanent Supportive Housing as the final goal. Case managers, housing locators and employment specialists work with each family to access their unique needs and create a customized plan for achieving long-term stability and independence. Once in permanent housing, families build on their success with aftercare support from program staff and a network of community partners.
- A.3 Case Management:** The coordination of community-based services by a professional team to provide people the quality care that is customized accordingly to an individual's setbacks or persistent challenges and aid them to their recovery. In addition, it can be defined as a collaborative process that assesses, plans, implements, coordinates, monitors, and evaluates the options and services required to meet the client's needs.
- A.4 Community Development and Housing Agency (CDHA):** The COUNTY agency responsible for the strategic investment and alignment of resources for affordable housing related functions via oversight of the Community Development and Housing Department (CDH), the Office of Homeless Services (OHS), and for purposes of reporting, the Housing Authority of the County of San Bernardino (HACSB). As such, CDH prepares a strategic plan which governs the use of federal housing and community development grant funds that it receives from the United States Department of Housing and Urban Development (HUD). The HUD grant funds that CDH administers are: Community Development Block Grant Program, HOME Program, and Emergency Solutions Grant. In addition, CDHA administers the Mental Health Services Act Housing Program for the chronically ill and "at risk" of homelessness whom are mentally ill, along with OHS, which includes the COUNTY's Continuum of Care and Homelessness Management Information System programs.
- A.5 Continuum of Care (CoC):** A program designed to promote community wide commitment to the goal of ending homelessness; providing funding for efforts to nonprofit providers; and State and local governments to rehouse homeless individuals and families while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness; promote access to and effect utilization of mainstream programs by homeless individuals and families; and optimize self-sufficiency among individuals and families experiencing homelessness.
- A.6 Contractor:** Any individual, company, firm, corporation, partnership or other organization to whom a contract award is made by the COUNTY.
- A.7 Coordinated Entry System (CES):** The CES is used to identify, assess and prioritize homeless individuals and families for housing and services based on vulnerability and severity of need. Designed to ensure people experiencing homelessness receive the right housing intervention and prioritize people who need supportive housing the most to be able to access it as quickly as possible.
- A.8 County of San Bernardino (COUNTY):** A political subdivision of the State of California.
- A.9 Emergency Aid:** Any urgent and immediate services, which include housing that, will be provided to homeless individuals. Broad categories of uses include, but are not limited to, shelters, shelter beds, public toilets and shower facilities, tiny shed homes, etc.
- A.10 Homeless:** The same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that Section read on May 1, 2018.
- A.11 Homeless Emergency Aid Program (HEAP):** A \$500 million block grant program, authorized by Senate Bill 850, designed to provide direct assistance to localities to address the homelessness crisis throughout California.

- A.12 Homeless Management Information System (HMIS):** A web-enabled database used by homeless service providers to capture information about the San Bernardino County persons they serve. The database tracks services provided to homeless individuals and families by the collaborative agencies. Services tracked include: emergency, transitional, and permanent housing bed usage, employment, veteran's status, as well as referrals to health and human service providers, or other relevant supportive service agencies. As required by the United States Department of Housing and Urban Development, the Continuum of Care utilizes the captured information to make informed decisions in planning, homeless advocacy, and policy development that result in targeted services.
- A.13 Homeless Youth:** An unaccompanied homeless individual who is not older than 24 as defined in Section 578.3 of Title 24 of the Code of Federal Regulations. Homeless individuals not older than 24 who are parents are included in this definition.
- A.14 Housing First:** An evidence-based model that uses housing as a tool, rather than a reward, for recovery and that centers on providing or connecting homeless people to permanent housing as quickly as possible. Housing First providers offer services as needed and requested on a voluntary basis and that do not make housing contingent on participation in services. The Homeless Emergency Aid Program projects must be in compliance or otherwise align with the Core Components of Housing First, pursuant to Welfare and Institution Code Section 8255(b).
- A.15 Housing Search and Placement:** Services to assist clients to locate, secure, and navigate the rental market. Housing Search and Placement activities may include, but are not limited to, unit identification, unit inspection, determining rent reasonableness, contracts, advocating for households, landlord/tenant mediation, and any other housing requirements.
- A.16 Interagency Council on Homelessness (ICH):** The primary decision-making group and oversight council for the San Bernardino County Continuum of Care (SBC CoC) comprised of elected officials, state and local representatives, community and faith-based organizations, and corporate advocates.
- A.17 Instance of Service:** Each encounter with a member of the target population where services are provided for each of the eligible grant activities. For example, one individual checks into a warming center operated by Provider X on Tuesday. The same individual checks into the same warming center the next night. This counts as two instances of service for this activity.
- A.18 Office of Homeless Services (OHS):** The Administrative Entity for the San Bernardino County Continuum of Care (SBC CoC) Homeless Emergency Aid Program.
- A.19 Permanent Supportive Housing (PSH):** Low-barrier permanent housing with services. The type of services depends on the needs of the residents. Services may be short-term, sporadic, or ongoing indefinitely. PSH units are for individuals and families who are homeless or chronically homeless. PSH is housing combined with services, which may include mental health and health services, drug and alcohol treatment, education and job training.
- A.20 Program:** The Homeless Emergency Aid Program (HEAP) established pursuant to Chapter 5 of Part 1 of Division 31 of the Health and Safety Code. Program and HEAP are used interchangeably throughout this document.
- A.21 Rapid Re-Housing (RRH):** An intervention designed to help individuals and families quickly exit homelessness and return to permanent housing. Using the Housing First model, move families and individuals into permanent affordable housing as quickly as possible with minimal barriers, assist with move-in costs such as security and utility deposits and short-medium term declining rental subsidies, and provide intensive social services while families or individuals are in their home. Supportive services are designed to enhance each family or individual's stability and equip them with skills and resources they need to sustain and thrive in housing and avoid future homelessness.
- A.22 San Bernardino County Continuum of Care (SBC CoC):** Provides leadership in creating a comprehensive countywide network of service delivery to homeless individuals and families and those at-risk of becoming homeless.
- A.23 Shelter Crisis:** A situation in which a significant number of persons are without the ability to obtain shelter, resulting in a threat to their health and safety.

- A.24 State of California, Homeless Coordinating and Financing Council (State):** Created pursuant to Section 8257 of the Welfare and Institutions Code to, among other things, identify mainstream resources, benefits, and services that can be accessed to prevent and end homelessness in California.
- A.25 Subcontractor:** An individual, company, firm, corporation, partnership or other organization, not in the employment of or owned by CONTRACTOR who is performing services on behalf of CONTRACTOR under a separate contract with or on behalf of CONTRACTOR.
- A.26 Target Population:** Any person who is homeless as defined for this grant (see A.10 above).
- A.27 United States Department of Housing and Urban Development (HUD):** A Federal agency established in 1965, HUD's mission is to increase homeownership, support community development, and increase access to affordable housing free from discrimination.

B. CONTRACTOR RESPONSIBILITIES

The following shall be required by CONTRACTOR:

B.1 General Requirements

- B.1.1** CONTRACTOR shall be in compliance with all applicable federal, state, and local laws, required to perform this Contract. CONTRACTOR shall be required to repay the COUNTY in the event of non-compliance with any applicable law if the COUNTY is required to repay any amount of funds to the State as a result of CONTRACTOR's non-compliance.
- B.1.2** CONTRACTOR and its Subcontractors shall perform the work in accordance with federal, state and local housing and building codes, as applicable.
- B.1.3** CONTRACTOR shall be responsible to accomplish the levels of performance as set forth in Exhibit 1 – HEAP AWARD BY ACTIVITY and report such measures monthly to the COUNTY with each monthly expenditures report. The COUNTY will review CONTRACTOR performance to assess expenditure and performance progress. If CONTRACTOR is not meeting expenditure and performance measures, the COUNTY will work with CONTRACTOR to identify strategies and remediate performance issues.
- B.1.4** If CONTRACTOR is located in a city that did not declare a Shelter Crisis, the following provisions shall apply:
 - a. Services are the only eligible activity that can be provided; capital improvement and rental assistance or subsidies that include master leasing, holding units, motel vouchers, and other related types of rental assistance are not eligible.
 - b. Services cannot be exclusive to residents of that city; services shall be provided to residents throughout all geographic areas encompassed by the SBC CoC.
- B.1.5** CONTRACTOR's obligation to the COUNTY shall not end until all closeout requirements are completed. Activities during closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent funds, and accounts receivable to the COUNTY), and determining the custodianship of records.

B.2 Scope of Work

The project description for services to be provided by CONTRACTOR under this Contract are identified in Exhibit 2 - SCOPE OF WORK.

B.3 Administrative Requirements

CONTRACTOR must adhere to the following:

B.3.1 Coordinated Entry System (CES)

- a. The CES is a referral process that currently coordinates with the SBC CoC. All those participating with CES will need to apply to participate with the Homeless Management Information System (HMIS).

- b. CONTRACTOR must work in collaboration with CES and SBC CoC to ensure the screening, assessment, and referral of HEAP participants are consistent with the eligible uses under HEAP.
- c. CONTRACTOR agrees to receive referrals from CES prior to providing services with the exception of individuals receiving emergency assistance. In such cases, immediate services can be provided, but individuals and/or families must be referred by CONTRACTOR to CES for assessment and prioritization within seventy-two (72) hours. CONTRACTOR understands that individuals and/or families may not be referred to CONTRACTOR and may be referred to another service provider based upon the CES assessment.

B.3.2 Data Reporting

- a. CONTRACTOR will submit to OHS detailed reports containing information listed in Exhibit 3 – HEAP REPORTING REQUIREMENTS.
- b. The first report will be due on December 1, 2019. An additional report will be due no later than December 1, 2020, with a final report due forty-five (45) days after the date of expiration of this Contract. Frequency of reporting requirements are subject to change.
- c. CONTRACTOR shall submit additional reports as required by the State or COUNTY.

B.3.3 Equipment and Other Property

All equipment, materials, supplies or property of any kind (including vehicles, publications, copyrights, etc.) purchased with HEAP funds received under the terms of this Contract which has a life expectancy of one (1) year or more shall be the property of the COUNTY and shall be subject to the provisions of this paragraph. The disposition of equipment or property of any kind shall be determined by the COUNTY when the Contract is terminated. Additional terms are as follows:

- a. The purchase of any furniture or equipment which was not included in CONTRACTOR's approved budget, shall require the prior written approval of the COUNTY, and shall fulfill the provisions of this Contract which are appropriate and directly related to CONTRACTOR's services or activities under the terms of the Contract. The COUNTY may refuse approval for any cost resulting from such items purchased, which are incurred by CONTRACTOR, if prior written approval has not been obtained from the COUNTY.
- b. Before equipment purchases made by CONTRACTOR are approved by the COUNTY, CONTRACTOR must submit paid vendor receipts identifying the purchase price, description of the item, serial numbers, model number and location where equipment will be used during the term of this Contract.
- c. CONTRACTOR shall submit an inventory of equipment purchased under the terms of this Contract as part of the monthly expenditures report for the month in which the equipment is purchased. CONTRACTOR must also maintain an inventory of equipment purchased that, at a minimum, includes the description of the property, serial number or other identification number, title holder, acquisition date, cost of the equipment, location, use and condition of the property, and ultimate disposition data. A physical inventory of the property must be reconciled annually. Equipment should be adequately maintained and a control system in place to prevent loss, damage, or theft. Equipment with cost exceeding COUNTY's capitalization threshold of \$5,000 must be depreciated.
- d. No costs incurred prior to the Contract commencement date shall be eligible for reimbursement with HEAP funds.
- e. Upon termination of this Contract, CONTRACTOR will provide a final inventory to the COUNTY and shall at that time query the COUNTY as to requirements, including the manner and method in returning equipment to the COUNTY. Final

disposition of such equipment shall be in accordance with instructions from the COUNTY.

B.3.4 Financial Management

- a. Review, understanding, and certification that monthly expenditure reports submitted to the COUNTY meet eligible expenses under HEAP and State requirements. The COUNTY shall have no obligation to advance or pay CONTRACTOR with any funds other than HEAP funds the COUNTY receives from the State.
- b. CONTRACTOR attests that by submitting a monthly expenditures report to OHS, it has completed all due diligence necessary and verified eligibility for HEAP funding. CONTRACTOR shall be required to repay COUNTY for non-eligible expenditures that may inadvertently be processed by the COUNTY.
- c. Budget Changes – CONTRACTOR agrees that no changes shall be made to CONTRACTOR’s HEAP budget without first obtaining approval. No more than the amounts specified in Exhibit 1 – HEAP AWARD BY ACTIVITY may be spent for the separate cost categories specified in the budget summary. Any changes to this Contract must be requested by CONTRACTOR in writing through OHS. Changes must be approved by the Interagency Council on Homelessness and the State.

d. Documentation of Costs and Other Financial Reporting

CONTRACTOR will be required to maintain books, records, documents, and other evidence directly related to the performance of work in accordance with Generally Acceptable Accounting Procedures. Costs shall be supported by properly executed payrolls, time records, invoices, receipts, vouchers or other official documentation, as evidence of the nature and propriety of the charges.

All accounting documents pertaining in whole or in part to this Contract shall be clearly identified and readily accessible, and upon reasonable notice, the COUNTY shall have the right to audit the records of the CONTRACTOR as they relate to the Contract and the activities and services described herein.

CONTRACTOR shall also:

- 1) Maintain an effective system of internal fiscal control and accountability for all HEAP funds and property acquired or improved with HEAP funds, and make sure the same are used solely for authorized purposes.
- 2) Keep a continuing record of all disbursements by date, payment method, amount, vendor, description of items purchased and line item from which the money was expended, as reflected in the CONTRACTOR’s accounting records.
- 3) Maintain payroll, financial, and expense reimbursement records for a minimum period of five (5) years after the termination of this Contract.
- 4) Permit inspection and audit of its records with respect to all matters authorized by this Contract by representatives of the COUNTY at any time during normal business hours and as often as necessary.
- 5) Inform the COUNTY concerning any funds allocated to CONTRACTOR, that the CONTRACTOR anticipates will not be expended during the term of this Contract.
- 6) Repay the COUNTY any funds in its possession at the time of the termination of this Contract that may be due to the COUNTY; e.g. ineligible costs, unexpended funds, etc.

B.3.5 Funding

- a. This Contract is valid and enforceable only if sufficient funds are made available to COUNTY by legislative appropriation. In addition, this Contract is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other laws, whether federal or those of the State, or of any agency, department, or any political subdivision of federal or the state governments, which may affect the provisions, terms or funding of this Contract in any manner.
- b. CONTRACTOR must establish and maintain effective internal controls over all funding awarded to CONTRACTOR by the COUNTY to provide reasonable assurance that CONTRACTOR complies with federal, state, and county statutes, regulations, and terms and conditions of the Contract.
- c. COUNTY may base funding for CONTRACTOR upon positive performance outcomes, which OHS will monitor throughout the year.
- d. CONTRACTOR must be able to demonstrate that HEAP funds were expended for eligible uses to benefit members of the Target Population.
- e. Funds allocated pursuant to this Contract shall be used exclusively for costs included in CONTRACTOR's Program budget. Contract funds shall not be used as security or to guarantee payments for any non-program obligations nor as loans for non-program activities.
- f. CONTRACTOR certifies and agrees that it will not use funds provided through this Contract to pay for entertainment, gifts, or fundraising activities.
- g. Ineligible Costs – HEAP funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of HEAP and the eligible uses identified in California Health and Safety Code Section 50214.

The COUNTY or the State reserves the right to request additional information and clarification to determine the reasonableness and eligibility of all costs to be paid with funds made available by this Contract. If CONTRACTOR or its Subcontractors use HEAP funds to pay for ineligible activities, CONTRACTOR shall be required to reimburse these funds to the COUNTY within thirty (30) days of the request.

- 1) An expenditure which is not authorized by this Contract, or which cannot be adequately documented, shall be disallowed and must be reimbursed to the COUNTY by CONTRACTOR.
- 2) The State, at its sole and reasonable discretion, shall make the final determination regarding the allowability of expenditures of HEAP funds.
- 3) Program funds shall not be used for overhead or planning activities, including HMIS or Homelessness Plans.
- h. CONTRACTOR must ensure that:
 - 1) No less than 50 percent (50%) of HEAP funds shall be expended by May 31, 2020;
 - 2) One hundred percent (100%) of HEAP funds shall be expended by May 31, 2021; and
 - 3) Any funds not expended by June 30, 2021 shall be returned to COUNTY.

“Expended” means all HEAP funds obligated under the Contract or subcontracts have been fully paid and receipted, and no invoices remain outstanding.”

Reports submitted by the CONTRACTOR will be utilized to ensure that CONTRACTOR is on track to expend 100 percent of HEAP funds by May 31, 2021.
- i. HEAP funds may not be obligated and expended prior to the effective date of this Contract. “Obligate” means that CONTRACTOR has placed orders, entered into

sub-contracts, received services, or entered into similar transactions that require payment from the Contract award.

- j. All proceeds from any interest-bearing account established by the CONTRACTOR for the deposit of HEAP funds must be used for HEAP-eligible activities. Documentation of all expenditures and accrued interest shall be reported on the forms provided by OHS (i.e., HEAP Expenditure Report).
- k. Any housing-related activities funded with HEAP funds, including but not limited to, emergency shelter, rapid-rehousing, rental assistance, transitional housing and permanent supportive housing must be in compliance or otherwise aligned with the Core Components of Housing First, pursuant to Welfare and Institution Code Section 8255(b).
- l. CONTRACTOR confirms that rental assistance will be issued directly to a property owner or an agent authorized to act on behalf of a property owner.
- m. Joint Funding – For all programs and services for which there are sources of funds in addition to COUNTY funds as provided under this Contract, CONTRACTOR shall provide proof of such funding. Contractor must be able to account for the receipt, obligation and expenditure of funds.

The COUNTY shall NOT pay for any services provided by CONTRACTOR which are funded by other sources. All restrictions and/or requirements provided in this Contract relative to accounting, budgeting, and reporting apply to the total program regardless of funding sources.
- n. The COUNTY reserves the right to reduce the Contract award when the COUNTY's fiscal monitoring indicates that CONTRACTOR's rate of expenditure will result in unspent funds at the end of the Contract term or if it is determined that costs incurred are not in conformance with eligible costs as defined in Health and Safety Code Section 50214. Changes in the Contract award will be done after consultation with CONTRACTOR. Such changes shall be incorporated into this Contract by written amendment(s).

B.3.6 Fiscal Award Monitoring

- a. The COUNTY has the right to monitor the Contract during the Contract period to ensure accuracy of expenditure reports and compliance with applicable laws and regulations.
- b. CONTRACTOR agrees to furnish duly authorized representatives from the COUNTY and the State access to all financial records necessary to review or audit Contract services and to evaluate the cost, quality, and appropriateness of services.
- c. If the State or the COUNTY determines that all, or any part of, the payments made by the COUNTY to CONTRACTOR pursuant hereto are not eligible expenses in accordance with this Contract, said funds will be repaid by CONTRACTOR to the COUNTY. In the event such payment is not made on demand, the COUNTY may withhold future disbursements to CONTRACTOR until such disallowances are paid by CONTRACTOR. If disallowable expenses are not reimbursed within thirty (30) days of demand, the Contract will terminate without consultation at the COUNTY's sole and absolute discretion.
- d. If there is a conflict between a State audit of this Contract and a COUNTY audit of this Contract, the State audit shall take precedence.

B.3.7 Closeout

CONTRACTOR shall submit a closeout report including a narrative of the project outcomes, an inventory of all equipment and property acquired or improved by HEAP funds, and a final financial report, upon termination or completion of the services specified in this Contract.

CONTRACTOR agrees to adhere to and comply with the closeout procedures detailed below; including, but not limited to the following:

- a. Disposition of Program assets shall be determined by the COUNTY when the Contract is terminated.
- b. CONTRACTOR shall submit within forty-five (45) days after the date of expiration of this Contract, all financial, performance, and other reports required by this Contract; and in addition, will cooperate in a Program audit by the COUNTY.
- c. Any unobligated/unexpended funds disbursed in advance to CONTRACTOR shall be returned to the COUNTY within thirty (30) days after the expiration of the Contract term; and
- d. CONTRACTOR must account for any real and personal property acquired with HEAP funds.
- e. Closeout will remain pending until all requirements are met and all outstanding issues with the CONTRACTOR have been resolved to the satisfaction of the COUNTY.

B.3.8 Homeless Management Information System

The HMIS is a local database application used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness in the County. CONTRACTOR must ensure that data on all persons served are entered into the County-wide HMIS. HMIS is managed and operated by OHS. HMIS technical and data standards are set forth in the Final 2017 HMIS Data Standards, on file with OHS.

- a. CONTRACTOR shall enter into a Memorandum of Understanding (MOU) with the HMIS Lead Agency where the CONTRACTOR agrees to share HMIS data with other HEAP funded agencies, unless prohibited by law.
- b. CONTRACTOR is required to work with OHS staff to ensure the timely and accurate set-up of their HMIS program profile and to ensure the HMIS program profile is setup in a manner that accurately captures the data pertinent to CONTRACTOR's program. CONTRACTOR's program profile must be setup prior to CONTRACTOR submitting their first HEAP Disbursement Request form.
- c. CONTRACTOR shall submit a copy of HMIS reports (see Exhibit 4 – HMIS CLIENT DATA REPORT SAMPLE) with the monthly expenditure reports. In the case of Domestic Violence service providers or other agencies prohibited from entering data into HMIS, documentation from the HMIS lead agency certifying that the CONTRACTOR is using a comparable database shall be delivered to the COUNTY. The contact information for the "HMIS Lead Agency" is:

Mike Bell, HMIS Lead
County of San Bernardino
Office of Homeless Services
303 East Vanderbilt Way
San Bernardino CA 92415-0026
Michael.Bell@dbh.sbcounty.gov
Phone: 909-386-8286

- d. CONTRACTOR must ensure all required data elements, as listed below, are entered into the HMIS system for HEAP participants, in a timely manner, and is inputted no later than two (2) working days after program entry. Services rendered to clients must be entered into HMIS no later than two (2) working days from date of service(s). All clients who exit the program must have an updated status in HMIS within two (2) working days from actual exit date. Failure to meet the above data inputting requirements will constitute a violation of the terms and conditions of this Contract. CONTRACTOR will be notified by OHS, and if not rectified, the Contract may be terminated at the COUNTY's sole and absolute discretion.

- e. In addition to the timely entry of HMIS data, CONTRACTOR is required to enter accurate and complete data. The COUNTY will ensure CONTRACTOR adheres to Data Quality Standards, as established by HUD, and data entry requirements, as set forth in the HMIS MOU and the OHS Policy Handbook. The Data Quality Standards assess the data quality and completeness of the following Data Elements entered:
- 1) Client Demographic Data
 - a) Name
 - b) Social Security Number
 - c) Date of Birth
 - d) Race
 - e) Ethnicity
 - f) Gender
 - g) Veteran Status
 - 2) Universal Data
 - a) Disabling Condition
 - b) Project Start Date
 - c) Project Exit Date
 - d) Destination
 - e) Relationship to Head of Household
 - f) Client Location
 - g) Housing Move-in Date
 - h) Living Situation
 - 3) Common Program Specific Data Elements
 - a) Income and Sources
 - b) Non-Cash Benefits
 - c) Health Insurance
 - d) Disability Elements
 - e) Physical Disability
 - f) Developmental Disability
 - g) Chronic Health Condition
 - h) HIV/AIDS
 - i) Mental Health Problem
 - j) Substance Abuse
 - k) Domestic Violence
 - l) Contact
 - m) Date of Engagement
 - n) Bed-Night Date
 - o) Housing Assessment Disposition
 - 4) Data Timeliness
 - a) Entry Timeliness
 - b) Exit Timeliness

- f. According to Data Quality Standards, CONTRACTOR is required to have a five-percent (5%) or less error rate to ensure data accuracy and less than a five-day lapse in timeliness for entry of data at time of client entry, services are rendered, and client exit. Any performance benchmarks not meeting these standards will be flagged and captured on a CONTRACTOR HMIS Data Quality Report Card (Report Card) generated by the OHS (see Exhibit 5 - HMIS DATA QUALITY REPORT CARD). The Report Card will be generated and reviewed on a quarterly basis. The Report Card will be provided to CONTRACTOR when available, and data deficiencies, if any, will be identified and discussed with CONTRACTOR to determine methods to remediate and/or improve data quality scores.
- g. If CONTRACTOR continues to not meet data entry and data quality benchmarks, as established by HUD and set forth in the HMIS MOU and the OHS Policy Handbook, COUNTY may terminate Contract as set forth in CORRECTION OF PERFORMANCE DEFICIENCIES Section.
- h. CONTRACTOR agrees to provide the COUNTY and/or the State access to HMIS data collected and entered into HMIS, upon request, and to participate in any statewide data initiative as directed by the State including, but not limited to, a statewide data integration environment.

B.3.9 Housing First

The methodology of providing services will follow the Housing First policy. This is an approach that offers permanent, affordable housing quickly as possible for individuals and families experiencing homelessness, and then provides the supportive services and connections to the community-based supports people need to avoid returning to homelessness. HEAP projects must align and comply with the core components of Housing First as defined in California Welfare and Institutions Code Section 8255(b) (see Exhibit 6).

B.3.10 Program Participant Eligibility

CONTRACTOR must ensure that:

- a. HEAP participants meet the Homeless definition as defined in Section 578.3 of Title 24 of the Code of Federal Regulations:
 - 1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
 - a) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
 - b) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by Federal, State and local government programs for low-income individuals); or
 - c) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.
 - 2) An individual or family who will imminently lose their primary nighttime residence, provided that:
 - a) The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;

- b) No subsequent residence has been identified; and
 - c) The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing;
- 3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:
- a) Are defined as homeless under Section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), Section 637 of the Head Start Act (42 U.S.C. 9832), Section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), Section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), Section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), Section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or Section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);
 - b) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;
 - c) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and,
 - d) Can be expected to continue in such status for an extended period of time because of chronic disabilities; chronic physical health or mental health conditions; substance addiction; histories of domestic violence or childhood abuse (including neglect); the presence of a child or youth with a disability; or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or
- 4) Any individual or family who:
- a) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;
 - b) Has no other residence; and
 - c) Lacks the resources or support networks, e.g., family, friends, and faith-based or other social networks, to obtain other permanent housing.

- b. HEAP participants are referred by CES to CONTRACTOR.
- c. CONTRACTOR coordinates Program enrollment and services in collaboration with CES.

B.3.11 Job Training and Employment

CONTRACTOR shall refer HEAP clients that are eligible for job training and employment services to the County of San Bernardino Workforce Development Department (WDD).

Number of participants who have been referred to WDD program will be reported on a monthly basis by CONTRACTOR.

B.3.12 Staffing Requirements

CONTRACTOR shall provide the necessary professional staff to meet the needs of the homeless population following the Housing First model (ex. Case managers, Clinicians, medical staff, peer advocates, employment specialists, and eligibility specialists). CONTRACTOR must have the readiness capacity to immediately perform and administer homeless efforts through HEAP funding.

C. GENERAL CONTRACT REQUIREMENTS

C.1 Air, Water Pollution Control, Safety and Health

CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

C.2 Attorney's Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

C.3 Background Checks for Contractor Personnel

CONTRACTOR shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the CONTRACTOR; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the COUNTY and not in violation of applicable law, CONTRACTOR shall conduct a background check, at CONTRACTOR's sole expense, on all its personnel providing Services. If requested by the COUNTY, CONTRACTOR shall provide the results of the background check of each individual to the COUNTY. Such background check shall be in the form generally used by CONTRACTOR in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. CONTRACTOR personnel who do not meet the COUNTY's hiring criteria, in COUNTY's sole discretion, shall not be assigned to work on COUNTY property or Services, and COUNTY shall have the right, at its sole option, to refuse access to any Contract personnel to any COUNTY facility.

C.4 Change of Address

CONTRACTOR shall notify the COUNTY in writing, of any change in mailing address within ten (10) business days of the change.

C.5 Child Support Compliance Act

For any Contract in excess of \$100,000, CONTRACTOR acknowledges in accordance with Public Contract Code 7110, that:

C.5.1 CONTRACTOR recognizes the importance of child and family support obligations and shall fully comply with all applicable State and Federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family code; and

C.5.2 CONTRACTOR, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

C.6 Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

C.7 Compliance with County Policy

In performing the Services and while at COUNTY facilities, CONTRACTOR personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the COUNTY regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the COUNTY; and (d) abide by all laws applicable to the COUNTY facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to CONTRACTOR or CONTRACTOR personnel or may be made available to CONTRACTOR or CONTRACTOR personnel by conspicuous posting at a COUNTY facility, electronic posting, or other means generally used by COUNTY to disseminate such information to its employees or contractors. CONTRACTOR shall be responsible for the promulgation and distribution of County Policies to CONTRACTOR personnel to the extent necessary and appropriate.

The COUNTY shall have the right to require CONTRACTOR's employees, agents, representatives and subcontractors to exhibit identification credentials issued by the COUNTY in order to exercise any right of access under this Contract.

C.8 Compliance with State and Federal Laws, Rules, and Regulations

CONTRACTOR agrees to comply with all State and Federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HEAP program, CONTRACTOR, its subcontractors, and all eligible activities.

C.9 Confidentiality

CONTRACTOR shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant. CONTRACTOR shall not use or disclose any identifying information for any other purpose other than carrying out the CONTRACTOR's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

C.10 Conflict of Interest

CONTRACTOR shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the COUNTY. CONTRACTOR shall make a reasonable effort to prevent employees, CONTRACTOR, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and State law. In the event the COUNTY determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the COUNTY and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom CONTRACTOR's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

C.11 Contract Amendments

CONTRACTOR agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of CONTRACTOR and COUNTY.

C.12 Contract Assignability

Without the prior written consent of the COUNTY, the Contract is not assignable by CONTRACTOR either in whole or in part.

C.13 Contract Exclusivity

This is not an exclusive Contract. The COUNTY reserves the right to enter into a contract with other contractors for the same or similar services. The COUNTY does not guarantee or represent that the CONTRACTOR will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

C.14 Copyright

The COUNTY shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the COUNTY of San Bernardino as the funding agency and CONTRACTOR as the creator of the publication. No such materials, or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by CONTRACTOR in the United States or in any other country without the express written consent of the COUNTY. Copies of all educational and training materials, curricula, audio/visual aids, printer material, and periodicals, assembled pursuant to this Contract must be filed with the COUNTY prior to publication.

C.15 County Representative

The Chief of Homeless Services, or his/her designee, shall represent the COUNTY in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by CONTRACTOR. If this Contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract, except for budget reallocation and non-substantive changes, which may be approved by the Deputy Executive Officer of the Community Development and Housing Agency or the Chief of Homeless Services.

C.16 Damage to County Property

CONTRACTOR shall repair, or cause to be repaired, at its own cost, all damages to COUNTY vehicles, facilities, buildings or grounds caused by the willful or negligent acts of CONTRACTOR or its employees or agents. Such repairs shall be made immediately after CONTRACTOR becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the CONTRACTOR fails to make timely repairs, the COUNTY may make any necessary repairs. The CONTRACTOR, as determined by the COUNTY, shall repay all costs incurred by the COUNTY for such repairs, by cash payment upon demand, or the COUNTY may deduct such costs from any amounts due to the CONTRACTOR from the COUNTY, as determined at the COUNTY's sole discretion.

C.17 Debarment and Suspension

CONTRACTOR certifies that neither it nor its principals or subcontracts is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). CONTRACTOR further certifies that if it or any of its Subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

C.18 Disclosure of Criminal and Civil Procedures

The COUNTY reserves the right to request the information described herein from the CONTRACTOR. Failure to provide the information may result in a termination of the Contract. The COUNTY also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The CONTRACTOR also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

CONTRACTOR is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the CONTRACTOR will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the CONTRACTOR is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the CONTRACTOR will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

CONTRACTOR shall notify the COUNTY immediately of any claim or action undertaken by or against it, which affects or may affect this Contract or the COUNTY, and shall take such action with respect to the claim or action as is consistent with the terms of this Contract and the interests of the COUNTY.

For purposes of this provision "key employees" includes any individuals providing direct service to the COUNTY. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

C.19 Drug-Free Workplace Certification

Certification of Compliance: By signing this Contract, CONTRACTOR, and its subcontractors, hereby certify, under penalty of perjury under the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

C.19.1 Publish a statement notifying employees and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code Section 8355(a)(1).

C.19.2 Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:

- a. The dangers of drug abuse in the workforce;
- b. CONTRACTOR's policy of maintaining a drug-free workplace;
- c. Any available counseling, rehabilitation, and employee assistance programs; and,
- d. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.

C.19.3 Provide as required by Government Code Section 8355(a)(3), that every employee and/or subcontractor who works under this Agreement:

- a. Will receive a copy of CONTRACTOR's drug-free policy statement; and
- b. Will agree to abide by the terms of CONTRACTOR's condition of employment or subcontract.

C.20 Drug and Alcohol Free Workplace

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, CONTRACTOR agrees that CONTRACTOR and

CONTRACTOR's employees, while performing service for the COUNTY, on COUNTY property, or while using COUNTY equipment:

C.20.1 Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.

C.20.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.

C.20.3 Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where CONTRACTOR or CONTRACTOR's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

CONTRACTOR shall inform all employees that are performing service for the COUNTY on COUNTY property, or using COUNTY equipment, of the COUNTY's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the COUNTY.

The COUNTY may terminate for default or breach of this Contract and any other Contract the CONTRACTOR has with the COUNTY, if the CONTRACTOR or CONTRACTOR's employees are determined by the COUNTY not to be in compliance with above.

C.21 Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

C.22 Employment Discrimination

During the term of the Contract, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. CONTRACTOR shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable federal, state and county laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

During the term of this Contract, CONTRACTOR and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identify, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. CONTRACTOR and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONTRACTOR or subcontractors shall comply with the provisions of the Fair Employment and Housing Act (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of hereof as if set forth in full. CONTRACTOR and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

C.23 Former County Administrative Officials

CONTRACTOR agrees to provide, or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent CONTRACTOR. The information provided includes a list of former COUNTY administrative officials who terminated COUNTY employment within the last five years and who are now

officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of CONTRACTOR. For purposes of this provision, "COUNTY administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, COUNTY department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

C.24 Improper Consideration

CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the COUNTY in an attempt to secure favorable treatment regarding this Contract.

The COUNTY, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the COUNTY with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

CONTRACTOR shall immediately report any attempt by a COUNTY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the COUNTY is entitled to pursue any available legal remedies.

C.25 Improper Influence

CONTRACTOR shall make all reasonable efforts to ensure that no COUNTY officer or employee, whose position in the COUNTY enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the CONTRACTOR or officer or employee of the CONTRACTOR.

C.26 Informal Dispute Resolution

In the event the COUNTY determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

C.27 Inspections

C.27.1 The COUNTY and the State reserve the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Contract.

C.27.2 CONTRACTOR agrees to correct all work that is determined based on such inspections not to conform to the applicable requirements; and the COUNTY reserves the right to withhold payments to CONTRACTOR until it is corrected.

C.28 Iran Contracting Act

IRAN CONTRACTING ACT OF 2010, Public Contract Code Sections 2200 et seq. (Applicable for all contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code Section 2204(a), the CONTRACTOR certifies that at the time the Contract is signed, the CONTRACTOR signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person (as defined in Public Contract Code Section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the CONTRACTOR to civil penalties, termination of existing Contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code Section 2205.

C.29 Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

C.30 Licenses, Permits and/or Certifications

CONTRACTOR shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of federal, state, county, and municipal laws, ordinances, rules and regulations. The CONTRACTOR shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. CONTRACTOR will notify the COUNTY immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

CONTRACTOR shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Contract, including those necessary to perform design, construction, or operation and maintenance of the activities. CONTRACTOR shall be responsible for observing and complying with any applicable federal, state, county, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. CONTRACTOR shall provide copies of permits and approvals to the COUNTY and/or State upon request.

C.31 Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the COUNTY determines that CONTRACTOR has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the COUNTY, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the COUNTY is entitled to pursue any available legal remedies.

C.32 Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

C.33 Nondisclosure

CONTRACTOR shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the COUNTY to CONTRACTOR or an agent of CONTRACTOR or otherwise made available to CONTRACTOR or CONTRACTOR's agent in connection with this Contract; or, (2) acquired, obtained, or learned by CONTRACTOR or an agent of CONTRACTOR in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

C.34 Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

C.35 Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by CONTRACTOR pursuant to the Contract shall be considered property of the COUNTY upon

payment for services (and products, if applicable). All such items shall be delivered to COUNTY at the completion of work under the Contract. Unless otherwise directed by COUNTY, CONTRACTOR may retain copies of such items.

C.36 Primary Point of Contact

CONTRACTOR will designate an individual to serve as the primary point of contact for the Contract. CONTRACTOR or designee must respond to COUNTY inquiries within two (2) business days. CONTRACTOR shall not change the primary contact without written acknowledgement to the COUNTY. CONTRACTOR will also designate a back-up point of contact in the event the primary contact is not available.

C.37 Recitals

The recitals set forth above are true and correct and incorporated herein by this reference.

C.38 Records and Retention

CONTRACTOR shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for Contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the CONTRACTOR's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

CONTRACTOR shall retain all records described above for a minimum period of five (5) years after the termination of this Contract. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

C.39 Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

C.40 Release of Information

No news releases, advertisements, public announcements or photographs arising out of the Contract or CONTRACTOR's relationship with the COUNTY may be made or used without prior written approval of the COUNTY.

C.41 Representation of the County

In the performance of this Contract, CONTRACTOR, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

C.42 Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

C.43 Subcontracting

CONTRACTOR shall obtain COUNTY's written consent, which COUNTY may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to COUNTY. At COUNTY's request, CONTRACTOR shall provide information regarding the subcontractor's qualifications and a listing of a

subcontractor's key personnel including, if requested by the COUNTY, resumes of proposed subcontractor personnel. CONTRACTOR shall remain directly responsible to COUNTY for its subcontractors and shall indemnify COUNTY for the actions or omissions of its subcontractors under the terms and conditions specified in INDEMNIFICATION AND INSURANCE REQUIREMENTS Section. All approved subcontractors shall be subject to the provisions of this Contract applicable to CONTRACTOR Personnel.

C.43.1 For any Subcontractor, CONTRACTOR shall:

- a. Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- b. Ensure that the Subcontractor follows the COUNTY's reporting formats and procedures as specified by the COUNTY; and
- c. Include in the subcontractor's subcontract substantially similar terms as are provided in CONTRACTOR RESPONSIBILITIES and GENERAL CONTRACT REQUIREMENTS Sections.

C.43.2 The COUNTY will not reimburse subcontractor directly for any services rendered.

C.43.3 Upon expiration or termination of this Contract for any reason, the COUNTY will have the right to enter into direct contracts with any of the Subcontractors. CONTRACTOR agrees that its arrangements with subcontractors will not prohibit or restrict such subcontractors from entering into direct contracts with the COUNTY.

C.44 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon CONTRACTOR or COUNTY, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. CONTRACTOR and COUNTY further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by CONTRACTOR for COUNTY.

C.45 Termination for Convenience

The COUNTY and the CONTRACTOR each reserve the right to terminate the Contract, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the CONTRACTOR for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice CONTRACTOR shall promptly discontinue services unless the notice directs otherwise. CONTRACTOR shall deliver promptly to the COUNTY and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

Upon termination of this Contract, unless otherwise approved in writing by the COUNTY, any unexpended funds received by CONTRACTOR shall be returned to the COUNTY within thirty (30) days of the Notice of Termination.

C.46 Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

C.47 Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

D. TERM OF CONTRACT

This Contract is effective as of May 21, 2019 and expires June 30, 2021, but may be terminated earlier in accordance with provisions of this Contract.

E. COUNTY RESPONSIBILITIES

E.1 OHS shall provide technical assistance to CONTRACTOR.

E.2 OHS shall participate in evaluating the progress of the overall program.

E.3 OHS shall monitor CONTRACTOR on a regular basis in regard to compliance with Contractual requirements.

F. FISCAL PROVISIONS

F.1 The maximum amount of payment under this Contract shall not exceed the total award/allocation amount referenced in Exhibit 1 – HEAP AWARD BY ACTIVITY. The consideration to be paid to CONTRACTOR, as provided herein, shall be in full payment for all CONTRACTOR's services and expenses incurred in the performance hereof, including travel and per diem.

F.2 Quarterly disbursements will be made to CONTRACTOR based upon satisfactory performance under the terms of the Contract.

F.3 CONTRACTOR shall submit expenditure reports on forms provided by OHS monthly in arrears for HEAP services performed under this Contract. All monthly expenditure reports submitted shall clearly reflect all required information specified regarding the services provided for which the claims are made. Expenditure reports shall be completed and forwarded to OHS within thirty (30) days after the close of the month in which services were rendered.

F.4 OHS will review supporting documentation and confirm satisfactory performance prior to processing quarterly disbursements. OHS may request additional supporting documentation and disallow portions of an expenditure report pending satisfactory documentation as determined by OHS. CONTRACTOR attests that by submitting an expenditure report to the COUNTY it has completed all due diligence necessary and verified eligibility of HEAP funding.

F.5 Should CONTRACTOR fail to meet performance requirements; including, but not limited to, failure to submit timely reports as contractually required, failure to correct issues, inappropriate expenditure reporting, timely and accurate HMIS data entry, and meeting performance outcomes expectations, the COUNTY may discontinue quarterly disbursements to CONTRACTOR and change to a cost reimbursement methodology.

If CONTRACTOR continues to fail to meet performance requirements, the COUNTY may, at its sole and absolute discretion, invoke Section I.2 CORRECTION OF PERFORMANCE DEFICIENCIES of the Contract.

F.6 CONTRACTOR shall accept all payments from the COUNTY via electronic funds transfer (EFT) directly deposited into the CONTRACTOR's designated checking or other bank account. CONTRACTOR shall promptly comply with directions and accurately complete forms provided by the COUNTY required to process EFT payments.

F.7 COUNTY is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on CONTRACTOR or on any taxes levied on employee wages. The COUNTY shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the COUNTY pursuant to the Contract.

F.8 Funds made available under this Contract shall not supplant any Federal, State or any governmental funds intended for services of the same nature as this Contract. CONTRACTOR shall not claim reimbursement or payment from COUNTY for, or apply sums received from COUNTY with respect to that portion of its obligations that have been paid by another source of revenue. CONTRACTOR agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the COUNTY.

F.9 CONTRACTOR shall adhere to the COUNTY's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the COUNTY. In addition, CONTRACTOR is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

G.1 Indemnification

The CONTRACTOR agrees to defend, indemnify and hold harmless the County of San Bernardino, its officers, employees, agents and volunteers from any and all claims, losses, actions, damages and/or liability arising out of this contract from any cause whatsoever, including any costs or expenses incurred by CONTRACTOR, except as prohibited by law.

The County of San Bernardino agrees to defend, indemnify and hold harmless the CONTRACTOR, its officers, employees, agents and volunteers from any and all claims, losses, actions, damages and/or liability arising out of this contract from any cause whatsoever, including any costs or expenses incurred by CONTRACTOR, except as prohibited by law.

In the event that the COUNTY and/or CONTRACTOR are determined to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this agreement, the COUNTY and/or CONTRACTOR shall indemnify the other to the extent of its comparative fault.

G.2 Insurance

COUNTY and CONTRACTOR are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this agreement.

G.3 Waiver of Subrogation Rights

The CONTRACTOR shall require the carriers of required coverages to waive all rights of subrogation against the COUNTY, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the CONTRACTOR and CONTRACTOR's employees or agents from waiving the right of subrogation prior to a loss or claim. The CONTRACTOR hereby waives all rights of subrogation against the COUNTY.

The COUNTY shall require the carriers of required coverages to waive all rights of subrogation against the CONTRACTOR, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the CONTRACTOR and CONTRACTOR's employees or agents from waiving the right of subrogation prior to loss or claim. The COUNTY hereby waives all rights of subrogation against the CONTRACTOR.

H. RIGHT TO MONITOR AND AUDIT

H.1 The County, State and federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of CONTRACTOR in the delivery of services provided under this Contract. CONTRACTOR shall give full cooperation, in any auditing or monitoring conducted. CONTRACTOR shall cooperate with the COUNTY in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the COUNTY.

H.2 The COUNTY or the State reserves the right to perform or cause to be performed a financial audit. At the request of the COUNTY or the State, CONTRACTOR shall provide, at its own expense, a financial audit prepared by a certified public accountant. If there are audit findings, CONTRACTOR must submit a detailed response acceptable to the COUNTY and/or the State for each audit finding within forty-five (45) days from the date of the audit finding report.

- H.3 If audit findings reveal ineligible/disallowed expenditures, CONTRACTOR will be required to repay disbursed funds to the COUNTY.
- H.4 All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by COUNTY representatives for a minimum period of five (5) years after termination of this Contract or until all pending COUNTY, State and federal audits are completed, whichever is later.

I. CORRECTION OF PERFORMANCE DEFICIENCIES

- I.1 Failure by CONTRACTOR to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract. The following shall each constitute a breach of this Contract:
 - I.1.1 CONTRACTOR's failure to comply with the terms and conditions of this Contract;
 - I.1.2 Use of, or permitting the use of, HEAP funds provided under this Contract for any ineligible activities; or
 - I.1.3 Any failure to comply with the deadlines set forth in this Contract.
- I.2 In the event of a non-cured breach, the COUNTY may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - I.2.1 Afford CONTRACTOR thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of the COUNTY.
 - I.2.2 Notwithstanding any other provision of this Contract, the COUNTY may withhold payments to CONTRACTOR, if CONTRACTOR has been given notice of any deficiency(ies) and has failed to correct such deficiency(ies). Such deficiency(ies) may include, but are not limited to: failure to provide services described in this Contract; federal, state, and county audit exceptions resulting from noncompliance; violations of pertinent federal and state laws and regulations; and significant performance problems as determined by the COUNTY or State from monitoring visits.
 - I.2.3 The COUNTY has the sole and absolute discretion to revoke full or partial provisions of the Contract, delegated activities or obligations, or application of other remedies permitted by State or Federal law when the COUNTY or State determines CONTRACTOR has not performed satisfactorily.
 - I.2.4 Terminate this Contract immediately and be relieved of the payment of any consideration to CONTRACTOR. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by the COUNTY. The cost to the COUNTY shall be deducted from any sum due or disbursed to the CONTRACTOR under this Contract and the balance, if any, shall be paid by the CONTRACTOR upon demand.
- I.3 In addition to any other remedies that may be available to the COUNTY in law or equity for breach of this Contract, the COUNTY may:
 - I.3.1 Bar the CONTRACTOR from applying for future HEAP funds;
 - I.3.2 Revoke any other existing HEAP award(s) to the CONTRACTOR;
 - I.3.3 Require the return of any unexpended HEAP funds disbursed under this Contract;
 - I.3.4 Require repayment of HEAP funds expended under this Agreement; and
 - I.3.5 Seek such other remedies as may be available under this Contract or any law.
- I.4 All remedies available to the COUNTY are cumulative and not exclusive.

J. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

County of San Bernardino
Office of Homeless Services
Attn: Tom Hernandez, Chief of Homeless Services
303 East Vanderbilt Way
San Bernardino, CA 92415-0026

The City of Montclair
Attn: Alyssa Colunga
5111 Benito Street
Montclair, CA 91763

Notice shall be deemed communicated two (2) COUNTY working days from the time of mailing if mailed as provided in this paragraph.

K. ENTIRE AGREEMENT

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

IN WITNESS WHEREOF, the County of San Bernardino and the CONTRACTOR have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

COUNTY OF SAN BERNARDINO

▶ _____
Curt Hagman, Chairman, Board of Supervisors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy

CITY OF MONTCLAIR

(Print or type name of corporation, company, contractor, etc.)

By _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form

▶ Carol Greene
Carol A. Greene, Supervising Deputy County Counsel

Date 4/22/19

Reviewed for Contract Compliance

▶ _____

Date _____

Reviewed/Approved by Department

▶ _____
Dena Fuentes, Deputy Executive Officer

Date _____

City of Montclair
 HEAP Award by Activity
 May 21, 2019 through June 30, 2021

Category	Activity	Award/allocation	Service Unit	Number Expected to be Served
Services	Street Outreach	\$ 54,500.00		
	Health & Safety Education			
	Criminal Outreach Diversion Programs			
	Prevention Services			
	Navigation Services	\$ 129,500.00		
	Case Management			
	Operating Support for Short-Term or Comprehensive Homeless Services			
	Other			
Rental Assistance or Subsidies	Housing Vouchers	\$ 50,000.00		
	Rapid Re-Housing Programs			
	Eviction Prevention Strategies			
	Other			
Capital Improvements	Emergency Shelter			
	Transitional Housing			
	Drop-in Centers			
	Permanent Supportive Housing			
	Other			
Homeless Youth Set Aside				
If not otherwise specified			Individuals	200
		\$ 234,000.00		

SCOPE OF WORK

CITY OF MONTCLAIR HOMELESS STREET OUTREACH AND NAVIGATION

Scope of Work:

The City of Montclair will provide City of Montclair Homeless Street Outreach and Navigation (Project) services to at least 100 individual each year in the City of Montclair. The Project will follow the Housing First Policy and align with the San Bernardino County 10-year strategy update recommendations for individuals and families who are chronically homeless. The Project will provide a comprehensive Street Outreach program implemented by culturally competent staff and volunteers from the community with the primary goal to house the individuals experiencing homelessness and to provide the services needed to prevent them from returning to homelessness. Project activities shall include:

- One pro-active homeless detail per week in addition to responding to calls for service from residents, business owners, and the Montclair Police Department regarding homeless related calls and/or violations.
- One-on-one contact with homeless individuals throughout the City. Each individual will be provided comprehensive handouts containing an array of agencies and organizations offering various resources to homeless individuals. The Project will complete a field interview card on each individual and enter the information into the Coordinated Entry System to assess resources that best fit the individual's needs. Individuals will to accept assistance and/or housing will be transported to various in-house rehabilitation centers, sober living homes, as well as faith-based facilities throughout the region. Individuals with pending criminal charges and/or warrants will be represented in court by a private attorney that works to dismiss existing charges and/or warrants pending completion of in-house rehabilitation or other treatment.
- Individuals encountered that are at risk of homelessness will be provided with assistance including rental assistance, hotel vouchers, cost of utilities, and other emergency needs to allow the individual to remain houses or to obtain permanent housing

Measurable Outcomes:

The Project will measure and report:

- The number of individuals encountered and referred to resources
- The number of individuals housed
- Systems improved to address homelessness

HEAP REPORTING REQUIREMENTS

- A.** Detailed reports containing, at minimum, the following information:
1. Amount awarded to Contractor with activity(ies) identified;
 2. Contract expenditures;
 3. Unduplicated number of homeless persons and households served by HEAP funds;
 4. Unduplicated number of persons and households at imminent risk of homelessness served by HEAP funds;
 5. Number of instances of service;
 6. Increases in capacity for new and existing programs;
 7. Number of unsheltered homeless persons and homeless households becoming sheltered; and
 8. Number of homeless persons and homeless households entering permanent housing.
 9. Number of homeless persons and households successfully exited from HEAP (i.e., in permanent housing) that remain in permanent housing 12 months post-exit from HEAP.
 10. Number of persons and households at imminent risk of homelessness successfully exited from HEAP (i.e., in permanent housing) that remain in permanent housing 12 months post-exit from HEAP.
- B.** Breakdowns will be expected for each activity (i.e. services, capital improvements, rental assistance, etc.) and program type (i.e. emergency shelter, rapid re-housing, outreach, etc.) for the supplemental reporting requirements listed above, when applicable. The same information will also be requested specifically for the following subpopulations, based on priorities defined by the U.S. Department of Housing and Urban Development:
1. Chronically homeless
 2. Homeless veterans
 3. Unaccompanied homeless youth
 4. Homeless persons in families with children
- C.** Counts by subpopulation will not be required in cases where that information is unavailable, but is expected in cases where client information is entered in the Homeless Management Information System (HMIS).

HMIS CLIENT DATA REPORT (SAMPLE)

Clients Entering Programs
6/1/2018 to 6/30/2018



Report Criteria:

Organizations: [Redacted]
Programs: [Redacted]
Head of Household Only

Name	SSN Last 4	Race	Gender	Age	Enroll Date	Exit Date	Days	Enrollment Length
[Redacted]	[Redacted]	Black or African American	Female	21	6/5/2018	7/1/2018	26	26
[Redacted]	[Redacted]	White	Female	37	6/10/2018	8/28/2018	21	21
Program Total	2 still enrolled		0 exited		2 total			2 clients
Organization Total			2		0			2
Total			2		0			2

HMIS Data Quality Report Card
 Sample Reporting Period 10/1/2017 to 5/31/2018



PROGRAM INFORMATION

Agency Name:

Data Quality and Completeness

Complete and accurate records are required to ensure data quality. Required Data that is missing, incomplete or not collected has a negative impact on the quality of data. The higher a programs' percentage of missing or erroneous data, the less useful the data becomes.

Total Clients Served: 250

Client Demographic Data

Data Element	Client Doesn't Know / Refused	Information Missing	Data Issues	% of Error Rate
Name (3.1)	0	0	0	0.00%
Social Security Number (3.2)	17	2	4	9.20%
Date of Birth (3.3)	0	0	1	0.40%
Race (3.4)	3	0		1.20%
Ethnicity (3.5)	2	0		0.80%
Gender (3.6)	0	0		0.00%

Universal Data

Data Element	Error Count	% of Error Rate
Veteran Status (3.7)	2	0.80%
Project Entry Date (3.10)	6	2.40%
Relationship to Head of Household (3.15)	2	0.80%
Client Location (3.16)	2	1.24%
Disabling Condition (3.8)	11	4.40%

Income and Housing Data

Data Element	Error Count	% of Error Rate
Destination (3.12)	0	0.00%
Income and Sources (4.2) at Start	0	0.00%
Income and Sources (4.2) at Annual Assessment	0	0.00%
Income and Sources (4.2) at Exit	0	0.00%

Fields with values over 5% errors. Fields with values 5% or less. Fields with no errors.

Error rate includes data not collected, missing information, client doesn't know and client refused options. A program should have less than a 5% error rate in order to ensure accurate data. Missing intake and exit data needs to be reviewed by staff on a regular basis. Any additional Data received from the client after enrollment, should be entered into the Homeless Management Information System (HMIS) within a timely manner.

HUD Policy: A 95% standard of completeness rate for all funded homeless projects should be established and expected. Programs should work toward ensuring that 95% of all required data elements for each client served are collected and entered correctly into the HMIS.

HMIS Data Quality Report Card

Sample Reporting Period 10/1/2017 to 5/31/2018



PROGRAM INFORMATION

Agency Name:

Data Timeliness

Type	0 days	1-3 days	4-6 days	7-10 days	Over 10 days	Average
Entry Timeliness	22	18	5	0	47	52.89
Exit Timeliness	0	0	0	0	4	71.5

This report calculates the difference between the program entry date specified for the client and the date the client's application was entered into the system. For example, if a client's Program Entry date of "April 4, 2016" was recorded on "April 9, 2016," then the report would calculate a 5 day lag time in recording data. The report groups the number of applications by program and has 5 buckets for the number of days an application has been lagging.

HUD Policy: Data entry should be current within 5 business days of intake, exit, and service provision.

HMIS Users

Below is a list of all HMIS Users currently active within your agency. If any user on this list has left your agency during the last reporting period, then please email the HMIS helpdesk. Users are considered inactive if they have not logged into the system for 30 days or left the agency. If a user is inactive, or if you have additional staff needing HMIS access or training, please contact HMIS.

Agency	Name	Email

State of California
WELFARE AND INSTITUTIONS CODE
Section 8255

8255. For purposes of this chapter:

- (a) "Coordinating council" means the Homeless Coordinating and Financing Council established pursuant to Section 8257.
- (b) "Core components of Housing First" means all of the following:
- (1) Tenant screening and selection practices that promote accepting applicants regardless of their sobriety or use of substances, completion of treatment, or participation in services.
 - (2) Applicants are not rejected on the basis of poor credit or financial history, poor or lack of rental history, criminal convictions unrelated to tenancy, or behaviors that indicate a lack of "housing readiness."
 - (3) Acceptance of referrals directly from shelters, street outreach, drop-in centers, and other parts of crisis response systems frequented by vulnerable people experiencing homelessness.
 - (4) Supportive services that emphasize engagement and problem solving over therapeutic goals and service plans that are highly tenant-driven without predetermined goals.
 - (5) Participation in services or program compliance is not a condition of permanent housing tenancy.
 - (6) Tenants have a lease and all the rights and responsibilities of tenancy, as outlined in California's Civil, Health and Safety, and Government codes.
 - (7) The use of alcohol or drugs in and of itself, without other lease violations, is not a reason for eviction.
 - (8) In communities with coordinated assessment and entry systems, incentives for funding promote tenant selection plans for supportive housing that prioritize eligible tenants based on criteria other than "first-come-first-serve," including, but not limited to, the duration or chronicity of homelessness, vulnerability to early mortality, or high utilization of crisis services. Prioritization may include triage tools, developed through local data, to identify high-cost, high-need homeless residents.
 - (9) Case managers and service coordinators who are trained in and actively employ evidence-based practices for client engagement, including, but not limited to, motivational interviewing and client-centered counseling.
 - (10) Services are informed by a harm-reduction philosophy that recognizes drug and alcohol use and addiction as a part of tenants' lives, where tenants are engaged in nonjudgmental communication regarding drug and alcohol use, and where tenants are offered education regarding how to avoid risky behaviors and engage in safer practices, as well as connected to evidence-based treatment if the tenant so chooses.
 - (11) The project and specific apartment may include special physical features that accommodate disabilities, reduce harm, and promote health and community and independence among tenants.
- (c) "Homeless" has the same definition as that term is defined in Section 91.5 of Title 24 of the Code of Federal Regulations.
- (d) (1) "Housing First" means the evidence-based model that uses housing as a tool, rather than a reward, for recovery and that centers on providing or connecting homeless people to permanent housing as quickly as possible. Housing First providers offer services as needed and requested on a voluntary basis and that do not make housing contingent on participation in services.
- (2) (A) "Housing First" includes time-limited rental or services assistance, so long as the housing and service provider assists the recipient in accessing permanent housing and in securing longer-term rental assistance, income assistance, or employment.
- (B) For time-limited, supportive services programs serving homeless youth, programs should use a positive youth development model and be culturally competent to serve unaccompanied youth under 25

years of age. Providers should work with the youth to engage in family reunification efforts, where appropriate and when in the best interest of the youth. In the event of an eviction, programs shall make every effort, which shall be documented, to link tenants to other stable, safe, decent housing options. Exit to homelessness should be extremely rare, and only after a tenant refuses assistance with housing search, location, and move-in assistance.

(e) "State programs" means any programs a California state agency or department funds, implements, or administers for the purpose of providing housing or housing-based services to people experiencing homelessness or at risk of homelessness, with the exception of federally funded programs with requirements inconsistent with this chapter or programs that fund emergency shelters.

(Added by Stats. 2016, Ch. 847, Sec. 2. (SB 1380) Effective January 1, 2017.)



AGENDA REPORT

DATE:	MAY 6, 2019	FILE I.D.:	HSV105
SECTION:	AGREEMENTS	DEPT.:	HUMAN SVCS.
ITEM NO.:	3	PREPARER:	A. COLUNGA

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 19-32, AMENDMENT NO. 1 TO AGREEMENT NO. 18-34 WITH THE SAN BERNARDINO COUNTY DEPARTMENT OF AGING AND ADULT SERVICES TO PROVIDE ADDITIONAL FUNDING TO SUPPORT THE SENIOR CITIZEN TRANSPORTATION PROGRAM

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 19-32, an amendment to the existing contract with the San Bernardino County Department of Aging and Adult Services (DAAS). This amendment increases the not-to-exceed funding amount and incorporates updated Civil Rights Compliance requirements for the Senior Citizen Transportation Program.

Proposed Agreement No. 19-32 with DAAS is attached for review and consideration by the City Council.

BACKGROUND: On June 4, 2018, the City Council approved Agreement No. 18-34 with DAAS to provide funding to support the Senior Citizen Transportation Program for older adults, ages 60 and over. The City of Montclair is contracted to annually serve 40 participants and provide 3,500 units of service (one unit is equivalent to a one-way trip).

Agreement No. 19-32, Amendment No. 1 to Agreement No. 18-34, includes an additional \$6,000, for a total not-to-exceed grant amount of \$51,000 for the three-year grant period.

San Bernardino County has also updated the civil rights compliance requirements moving forward to ensure compliance with California Public Contract Code section 2010. The City will submit a completed California Civil Rights Laws Certification with the signing of this amendment.

The term of Agreement No. 18-34 remains unchanged (July 1, 2018 through June 30, 2021).

FISCAL IMPACT: Approval of this contract amendment will increase the cost reimbursement not-to-exceed amount from \$45,000 to \$51,000 for the three-year grant period. The actual contract funding for each fiscal year continues to remain subject to the availability of funds. Available funding will continue to assist the City with paying staff wages and other allowable program costs.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 19-32, Amendment No. 1 to Agreement No. 18-34, with the San Bernardino County Department of Aging and Adult Services.



Contract Number

18-311 A-1

SAP Number

4400008023

Department of Aging and Adult Services

Department Contract Representative	Patty Steven
Telephone Number	(909) 388-0212
Contractor	City of Montclair
Contractor Representative	Marcia Richter
Telephone Number	(909) 625-9453
Contract Term	July 1, 2018 through June 30, 2021
Original Contract Amount	\$45,000
Amendment Amount	\$ 6,000
Total Contract Amount	\$51,000
Cost Center	5296001036

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 1

It is hereby agreed to amend Contract No. 18-311, effective May 21, 2019, as follows:

III. CONTRACTOR RESPONSIBILITIES

Paragraph Z. 4. is amended to read as follows:

4. Civil Rights Compliance – The Contractor shall ensure compliance with the requirements of California Public Contract Code section 2010 by submitting a completed California Civil Rights Laws Certification, prior to execution of this Contract. The certificate is available at <https://www.documents.dgs.ca.gov/pd/pestatus/CALIFORNIA%20CIVIL%20RIGHTS%20LAWS%20ATTACHMENT.pdf>. The Civil Rights Laws Certification ensures Contractor compliance with Unruh Civil Rights Act (Cal. Civ. Code Section 51 and the Fair Employment and Housing Act (Cal. Gov Code section 12960), and ensures that Contractor internal policies are not used in violation of California Civil Rights Laws.

The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with the County Human Services Contracts Unit within thirty (30) days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon

request, the County shall supply a sample of the Plan format. The Contractor shall be monitored by the County for compliance with provisions of its Civil Rights Plan. Contractor is required to maintain and provide a current Civil Rights Plan for the duration of the Contract and submit the Assurance of Compliance form (Attachment C) annually. Additionally, the Contractor shall submit to County an Assurance of Compliance with the California Department of Social Services Nondiscrimination in State and Federally Assisted Programs Statement annually.

- a. Recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the fifty (50) states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as "marriage," "spouse," "family," "household member" or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services' (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein. [USC 7-Section 3 of the Defense of Marriage Act]
- b. The Contractor and its Subcontractor Vendors shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

V. FISCAL PROVISIONS

Paragraph A is amended to read as follows:

- A. The maximum amount of cost reimbursement under this Contract shall not exceed a cumulative total of \$51,000.

Paragraph B is amended to read as follows:

- B. The amount of \$51,000 may be Federally funded, and shall be subject to availability of funds to the County. The consideration to be paid to each Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem. Overtime and holiday make-up time will not be permitted. Payments are subject to provisions in the Payments, Budgets, Closeout, and Audits (Attachment G). Contractor shall be compensated on a cost reimbursement basis on the basis of the Program Display for Fiscal Years 2018-21 (Attachment H) attached hereto and incorporated by reference into this Contract.

All other terms and conditions of 18-311 remain in full force and effect.

BOARD OF SUPERVISORS

►

Curt Hagman, Chairman, Board of Supervisors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy

City of Montclair
(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name _____
Javier John Dutrey
(Print or type name of person signing contract)

Title _____
Mayor
(Print or Type)

Dated: _____

Address _____
5111 Benito Street

Montclair, CA 91763

FOR COUNTY USE ONLY

Approved as to Legal Form

►

Jacqueline Carey-Wilson, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

►

Jennifer Mulhall-Daudel, Contracts Manager

Date _____

Reviewed/Approved by Department

►

Sharon Nevins, Director,
Department of Aging and Adult Services

Date _____



AGENDA REPORT

DATE:	MAY 6, 2019	FILE I.D.:	PDT050
SECTION:	AGREEMENTS	DEPT.:	POLICE
ITEM NO.:	4	PREPARER:	B. VENTURA
SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NO. 19-33 WITH TABITHA DAVIES FOR THE DONATION OF RETIRED POLICE CANINE CU' BOCAN		

REASON FOR CONSIDERATION: The City Council is requested to review and consider approval of Agreement No. 19-33 with Tabitha Davies for the donation of retired Police Canine Cu' Bocan.

BACKGROUND: Police Canine Cu' Bocan was acquired by the City in July 2015. In April 2016, Cu' Bocan was assigned to patrol services and performed as a track and trail police canine. In December 2018, Cu' Bocan was assigned a new handler. During this transition, Cu' Bocan bit the new handler and caused minor injuries to his face. Although this incident was unprecedented for Cu' Bocan, it was deemed that some obedience training was needed.

In January 2019, Cu' Bocan and the new handler received formal training for two weeks from Georgia K9 located in South Carolina. The training included intense track and trail training and incorporated obedience training. Unfortunately, in February 2019, Cu' Bocan attacked his handler for a second time. The handler sustained several bite injuries to his upper torso area. Immediately following the attack, Cu' Bocan was removed from the handler's home and housed at an off-site kennel facility. Since the attack, Cu' Bocan has not been used for police services and has been deemed as retired. Several law enforcement agencies were contacted and offered to adopt Cu' Bocan at no cost for police services. However, all interested law enforcement agencies have turned down the offer due to liability concerns regarding his behavioral issues.

In lieu of euthanizing Cu' Bocan, a second chance adoption facility was contacted. They referred Tabitha Davies from CV Dog Club as a possible permanent home for Cu' Bocan. Tabitha Davies resides in the City of Sky Valley, California and is a certified dog trainer and dog behavioral consultant. In March 2019, Tabitha visited Cu' Bocan and diagnosed him with food and kennel aggression. Tabitha specializes in these types of behavioral canine traits and has offered to adopt Cu' Bocan. Tabitha's past education, training, and experience would be an ideal environment for Cu' Bocan. She believes Cu' Bocan's behavioral issues could be reduced and controlled over a substantial period of time. Tabitha's home in Sky Valley has three acres of land and would provide Cu' Bocan with a healthy life for the rest of his years.

FISCAL IMPACT: There would be no fiscal impact to donate Police Canine Cu' Bocan to Tabitha Davies with the CV Dog Club.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 19-33 with Tabitha Davies for the donation of retired Police Canine Cu' Bocan.

CONTRACT TO DONATE POLICE CANINE CU'BOCAN

THIS AGREEMENT, is made effective _____, 2019, by and between the City of Montclair, a municipal corporation ("City") and Tabitha Davies ("Trainer"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

Recitals

WHEREAS, City acquired Police Canine Cu' Bocan ("Bo") in 2015 and he was assigned to patrol services as a track and trail police canine;

WHEREAS, Bo has developed some behavioral issues that make his continued use as a police canine impractical;

WHEREAS, Bo has not been used for police services since February, 2019, and has been deemed officially retired;

WHEREAS, it is in the best interests of the City and Bo that Bo be released to a place where he can live at the remainder of his days in comfort;

WHEREAS, Trainer is a certified dog trainer and dog behavioral consultant and has met Bo, and specializes in the type of behavioral issues which Bo has developed; and

WHEREAS, Trainer is willing to care and house Bo for the rest of Bo's life at Trainer's second chance adoption facility;

IT IS HEREBY AGREED as follows:

Agreement

1. City shall donate, transfer, and deliver Bo to Trainer as soon as arrangements can be made for Bo's transportation to Trainer's facility in the City of Sky Valley, California.

2. City is donating, and Trainer is receiving, Bo "as is" and Trainer acknowledges that Bo has behavioral issues, including food and kennel aggression, which has caused him to attack his handler on two different occasions causing his handler to suffer physical injuries.

3. Once Trainer takes possession of Bo, Trainer assumes all responsibility for Bo, and Trainer agrees to indemnify, defend and hold harmless City, its official, employees and agents, free and harmless from any and all claims, demands, causes of action, expenses, liabilities, losses, damages and injuries to property or persons, in any manner arising out of or in connection with the performance of this Agreement or the actions of Bo.

4. Trainer agrees that she will not sell Bo and will care for and house Bo for the rest of Bo's life.

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

CITY:

CITY OF MONTCLAIR, CALIFORNIA

TRAINER:

TABITHA DAVIES

Javier John Dutrey
Mayor

Tabitha Davies
Certified Dog Trainer

ATTEST:

Andrea M. Phillips
City Clerk

APPROVED AS TO FORM:

Diane E. Robbins
City Attorney

FISCAL IMPACT: Both the Community Partner's contribution of \$8,500 and site preparation expenses of \$2,000 would be covered by existing monies in the Park Maintenance Fund. There would be no impact to the City's General Fund. City staff is also working on securing outside contributions to help fund this project with either cash donations or in-kind services.

RECOMMENDATION: Staff recommends the City Council take the following actions:

1. Approve Agreement No. 19-34 with KaBOOM!, Inc., for a Playground Build Project at MacArthur Park.
2. Authorize the City's required Community Partner contribution of \$8,500 plus site preparation expenses of \$2,000.
3. Accept new playground equipment for MacArthur Park.



COMMUNITY PARTNER PLAYGROUND AGREEMENT

April 26, 2019

KaBOOM!, Inc. (referred to herein as KaBOOM!) is pleased that City of Montclair (referred to herein as the Community Partner) has agreed to collaborate with KaBOOM! and Krispy Kreme Doughnut Corporation (referred to herein as the Funding Partner) in the construction of a new playground at MacArthur Park, 5450 Deodar Street, Montclair, CA 91763 (the "Project"). This Community Partner Playground Agreement (this "Agreement"), which sets forth the Community Partner's obligations in connection with the Project and certain matters on which the parties have agreed, will, when executed by the duly authorized representatives of each party, supersede any prior agreements and represent the complete legally binding agreement between the parties regarding the Project.

1. Obligations of the Community Partner. The Community Partner shall work with KaBOOM! and the Funding Partner as well as community residents to design, plan and build the Project. By executing this Agreement, the Community Partner is unconditionally agreeing to each of the following obligations, in each case meeting the requirements provided by KaBOOM!:
 - (a) Fundraising. In support of the Project, the Community Partner must contribute \$8,500 to KaBOOM!, which will apply the funds directly to the purchase of playground equipment. KaBOOM! will invoice the Community Partner for such amount promptly following the execution of this Agreement, which amount must be paid in full at least thirty (30) days prior to the **Project's Build Day (as defined below)**.
 - (b) Project Site.
 - (i) Ownership. At the time of execution of this Agreement, the Community Partner shall provide KaBOOM! with proof of land ownership evidenced by either a deed granting title to the property to the Community Partner or a letter from the property owner showing approval for the Project. The Community Partner is the owner of the playground in its entirety, for the lifetime of the playground, including the equipment and/or safety surfacing purchased by KaBOOM! and/or the Funding Partner.
 - (ii) Permits. Prior to Build Day, the Community Partner shall obtain or cause to be obtained all necessary permits and licenses regarding the installation, possession and use of the playground in compliance with applicable laws and regulations.
 - (iii) Preparation. The Community Partner shall ensure that the Project site is safe for volunteers and children, which responsibility includes: (1) recruiting fifteen (15) adult volunteers to participate in preparation activities two to three days prior to Build Day; (2) preparing the site for the installation of the Project at least two weeks before Build Day, which includes removing existing playground equipment, footers and safety surfacing, grading the land, removing fencing and performing soil tests; (3) conducting up to two (2) utility checks as reasonably requested by KaBOOM! with the appropriate utility companies, with the first test being completed on or before Design Day (as defined below) and with all utility check documentation provided upon completion to the KaBOOM! project manager who shall supervise the planning and installation of the **playground (the "Project Manager"); and (4) conducting up to two (2) soil site tests as reasonably requested** by KaBOOM!, with the first test being completed on or before Design Day and with all soil check documentation provided to the Project Manager upon completion. The Community Partner is responsible for undertaking any necessary risk mitigation should the soil be deemed unsafe for children and volunteers.
 - (iv) Safety and Security. The Community Partner shall ensure the security of equipment, tools, supplies and well being of the adults and children from the beginning of the preparation activities until the conclusion of Build Day, including any postponement.
 - (v) Maintenance. Maintenance of the playground facility and supervision of its use is the sole responsibility of the Community Partner. The Community Partner shall collaborate with KaBOOM! during the Project

planning process to develop a maintenance program for the playground and, with the support of the property owner (if owner is a separate party), shall maintain the playground and the property before and after the Build Day to ensure a safe and attractive playspace. In furtherance of the foregoing, in the event any playground equipment included in the Project no longer is permitted for any reason to be located at its original site of construction or such site is no longer controlled by the Community Partner for any reason, then the Community Partner promptly shall notify KaBOOM! following its becoming aware of such situation and shall, at the Community Partner's sole cost and expense, take such steps as may be necessary to promptly and safely relocate the playground equipment (including any permanent signage and other fixtures) to an alternate site that serves children or to ensure that the successor controlling person of such site shall continue to make such playground available to children in the same manner contemplated as of the Build Day and maintain (or permit the Community Partner to maintain) such playground in accordance with the maintenance program. In addition, the Community Partner shall accept and maintain engineered wood fiber as playground safety surfacing, meeting standards established by Consumer Product Safety Commission guidelines, for the lifetime of the playground. Guidance and materials for the purpose of developing a maintenance plan for the playground are available, upon request, from the playground equipment and safety surfacing manufacturers, including Landscape Structures Inc. or Playworld Systems, Inc.

- (c) Design Day. The Community Partner agrees to host a KaBOOM!-facilitated "Design Day" with at least twenty (20) adult volunteers and twenty (20) children. Such adult volunteers shall remain engaged in the planning activities throughout the Project's planning process.
- (d) Build Day. The Community Partner shall recruit 125 adult volunteers from the community to participate in a one-day installation event for the Project, which is scheduled to occur on October 23, 2019 and which is referred to herein as the Build Day. The Community Partner shall ensure that all volunteers sign a waiver. On the Build Day, the Community Partner shall provide food, water, tools, dumpsters, music and restroom facilities for all volunteers.
- (e) Promotion; Intellectual Property. The Community Partner shall seek prior approval from KaBOOM! and/or the Funding Partner for any materials that reference the Project or contain the name, trademarks, service marks, logos and other intellectual property (collectively, and together with all goodwill attached or which shall become attached to any of the them, the "Marks") of KaBOOM! and/or the Funding Partner, including press releases, fliers and promotional materials. The Community Partner acknowledges and agrees that each of KaBOOM! and the Funding Partner is the sole owner of all right, title and interest in and to its respective Marks. The parties acknowledge that KaBOOM! and the Funding Partner may take all steps to protect their Marks as they deem appropriate. Any use of the Marks will inure to the sole benefit of KaBOOM! or the Funding Partner (as applicable). The Community Partner shall not use the Marks in any manner that would harm the reputation of KaBOOM! or the Funding Partner or disparage or negatively reflect upon the Marks. Upon expiration of or termination of this Agreement for any reason, the Community Partner shall cease all use of the Marks. The Community Partner shall collaborate with KaBOOM! and the Funding Partner to secure media coverage for the Project.
- (f) Signage. The Community Partner shall allow the names and logos of KaBOOM! and the Funding Partner to be displayed on permanent playground signage, which shall be substantially in the form provided to the Community Partner during the application process and shall be no greater than 14 ¼ inches wide by 30 ¼ inches tall and mounted on poles in a mutually agreed location.
- (g) Playground Costs. The Community Partner is solely responsible for and shall hold KaBOOM! and the Funding Partner harmless from any costs incurred by the Community Partner for any prior site preparation, upgrades or improvements or any equipment or materials purchased to supplement those secured by KaBOOM!.
- (h) Warranty. The playground equipment and the safety-surfacing related to the Project may be covered under warranty by the applicable manufacturers, a copy of which may be obtained, upon request, from such manufacturers. The Community Partner acknowledges that any warranties and/or guarantees on any equipment or material are subject to the respective manufacturer's terms thereof, and the Community Partner agrees to look solely to such manufacturers for any such warranty and/or guarantee. Neither KaBOOM! nor the Funding

Partner nor any of their respective affiliates, directors, officers, managers, partners, members, shareholders, employees, agents or representatives, have made nor are in any manner responsible or liable for any representation, warranty or guarantee, express or implied, in fact or in law, relative to any equipment or material, including its quality, mechanical condition or fitness for a particular purpose.

- (i) Insurance. The Community Partner is self-insured and is responsible for providing coverage for its own employees and against liability for bodily injury, death and property damage that may arise out of or be based on **the use of the playground at "Community Partner location", from 7 (seven) calendar days before the Build Day** and for a minimum of one year afterward, in each case, in amounts not less than one million dollars (\$1,000,000). This self-insurance shall be primary and non-contributing with any other insurance covering KaBOOM! and its funding partners.
- (j) Indemnification. The Community Partner shall indemnify and hold harmless KaBOOM!, the Funding Partner and their respective affiliates, directors, officers, managers, partners, members, shareholders, employees, agents and representatives from any and all losses, liabilities, claims, actions, fees and expenses (including interest and penalties due and payable with respect thereto and reasonable attorneys' and accountants' fees and any other reasonable out-of-pocket expenses incurred in investigating, preparing, defending or settling any action), including any of the foregoing arising under, out of or in connection with any breach of this Agreement, any actions associated with this Project or resulting from the use of any playground property and equipment, including those for personal injury, death, or property damage, except to the extent resulting from the gross negligence or willful misconduct of such indemnified person. This provision shall survive any termination or expiration of this Agreement.
- (k) Data and Reporting Requirements. The Community Partner shall (i) promptly following the confirmation of the Project, distribute one or more play-related surveys provided by KaBOOM! to its stakeholders, including parents/caregivers, volunteers, staff and board members, (ii) cause members of its planning committee to complete a post-build survey provided by KaBOOM! within 2 weeks from the Build Day and a 6-month survey provided by KaBOOM! within 7 months from the Build Day.
- (l) Code of Conduct. The Community Partner shall communicate and enforce the KaBOOM! code of conduct for all participants in the Project's Build Day events.

2. Obligations of KaBOOM!.

- (a) Playground Build. KaBOOM! shall provide technical and organizational leadership and guidance for the Project and shall:
 - (i) Coordinate Funding Partner participation, facilitate playground design, including regular planning meetings, and work with vendors to procure equipment and materials in a timely manner, except to the extent that safety surfacing other than engineered wood fiber is used, which shall be procured by the Community Partner.
 - (ii) Manage construction logistics for the Project, coordinate playground site preparation activities with the Community Partner, inventory equipment and materials, and assure that the necessary tools and materials and other general supplies are available on the Build Day.
 - (iii) Lead the Build Day activities, including the coordination of Build Day captains and volunteers.
 - (iv) Make available certain educational and promotional materials related to the Project.
- (b) Inspection. KaBOOM!, in collaboration with the Community Partner, will secure a Certified Playground Safety Inspector to review the playground structure at the conclusion of the Build Day (or, if KaBOOM! assumes responsibility for the playground construction going beyond one day, at the conclusion of the installation) to ensure that the structure is safe and built to all appropriate standards and guidelines, unless the Build Day is not completed on the Build Day due to failure of the Community Partner, in which case the Community Partner shall secure the Certified Playground Safety Inspector.
- (c) Promotion. KaBOOM! will provide proposed promotional materials relating to the Project for the Community Partner's review and approval, which approval shall not be unreasonably withheld or delayed.

- (d) Website Listing. KaBOOM! will place the playground on its list of KaBOOM! builds on the KaBOOM! website and KaBOOM! will send information to the Community Partner on playground maintenance programming and enhancements.
 - (e) Post-Build Day. The Community Partner shall (i) within one week following the Build Day, complete and submit a Post Build Report, in the form to be made available by KaBOOM!, and (ii) shall use its commercially reasonable efforts to provide, and otherwise shall cooperate in good faith with KaBOOM! regarding obtaining, such other information related to the Project as KaBOOM! from time to time may request.
3. Build Day Postponement. The Build Day shall not be postponed except when weather or other conditions jeopardize the safety of the volunteers or threaten the structural integrity of the playground. The decision to postpone the Build Day will be made by majority agreement of the representatives of KaBOOM!, the Community Partner and the Funding Partner, except where such decision must be made by KaBOOM! on the construction site and representatives of the Community Partner and the Funding Partner are not available for consultation. In the event that the Build Day is postponed, KaBOOM!, the Community Partner and the Funding Partner shall develop a plan for rescheduling the Build Day at the next earliest date possible for each party. The Funding Partner shall be responsible for all additional expenses related to the rescheduled Build Day, including, without limitation, equipment, labor and materials, storage and travel costs and expenses; *provided, however*, that the Funding Partner shall be notified of the estimated amount of such additional expenses in connection with rescheduling of the Build Day. Notwithstanding the foregoing, in the event that the date of the Build Day is cancelled or changed as a result of the Community Partner's failure to satisfy its obligations in connection with the Project, then the Community Partner shall be liable to KaBOOM! and the Funding Partner for all such additional expenses related to the rescheduled Build Day.
 4. Funding Partner Relations. KaBOOM! has a separate contract with the Funding Partner pursuant to which the Funding Partner has agreed to provide financial and human resources for the Project. In recognition of the Funding Partner's contribution of such resources, the Funding Partner shall receive first placement on any recognition materials developed for the Project, including playground signage, banners, T-shirts, press releases, website and newsletter stories, and flyers, and the Community Partner shall not solicit sponsors or donors in relation to the Project whose products or services directly compete with the products or services of the Funding Partner as identified to the Community Partner by KaBOOM! and/or the Funding Partner. In the event the Community Partner solicits other sponsors or donors, then the Community Partner shall not permit such sponsors or donors to compete with the Funding Partner for signage and sponsorship recognition.
 5. Termination. In the event that the Community Partner fails to make the payments required under Section 1(a) or otherwise breaches this Agreement, KaBOOM! may terminate this Agreement upon written notice to the Community Partner of such termination. Furthermore, if either party is delayed or prevented from fulfilling any of its obligations hereunder by any cause beyond its reasonable control, including acts of God, acts or omissions of civil or military authorities, fire, strike, flood, riot, act of terrorism, war, transportation delay, or inability due to such causes to obtain required labor, materials or facilities, such party shall not be liable hereunder for such delay or failure and either party may terminate this Agreement if the other is unable to perform any obligation hereunder for a period longer than ten (10) calendar days due to such force majeure event, in which case KaBOOM! shall refund to the Community Partner any amounts paid to KaBOOM!, less expenses already committed and/or incurred prior to the date of such termination. If, upon termination as provided herein, the sum due KaBOOM! by the Community Partner exceeds the sum paid to KaBOOM! hereunder, the Community Partner shall pay KaBOOM! for any such additional sum due upon presentation of appropriate documentation within thirty (30) days of invoice. Except as set forth above, upon any termination, this Agreement shall become void and have no effect, and no party shall have any liability to the other party, except that nothing herein will relieve any party from liability for any intentional breach of this Agreement prior to such termination.
 6. General Provisions. The Community Partner represents to KaBOOM! that all information provided by it to KaBOOM!, including in the Playground Profile Application, is true, correct and complete in all respects and does not omit any information relevant to the Project. Each party has all requisite power and authority, including any necessary approval by its governing body, to execute and deliver this Agreement, and to perform its obligations hereunder. This Agreement may not be assigned or transferred by either party without the prior written consent of the other party

hereto. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors and permitted assigns, and where expressly stated, their affiliates and representatives. This Agreement shall be governed by and construed under the laws of the State of New York, without regard to conflicts of laws principles to the extent that the application of the laws of another jurisdiction would be required thereby. This Agreement may be altered, modified or amended only by a written document signed by both parties. This Agreement may be executed in two or more counterparts, each of which shall be an original and all of which, when taken together, shall constitute the same agreement and may be delivered by facsimile or electronic mail transmission with the same force and effect as if originally executed copies hereof were delivered. Any notices required or permitted to be given hereunder shall be sent by certified or registered United States mail, postage prepaid, by personal delivery addressed to the applicable party or by facsimile or electronic mail transmission (the receipt of which is confirmed) at the address set forth under such party's signature below. The Funding Partner shall be an intended third party beneficiary of Sections 1(b), (e), (f), (g), (h), (i) and (j) and Sections 2(b), 3, 4 and 6 of this Agreement and is entitled to enforce its rights under such sections as if it were a party to this Agreement.

By executing this Community Partner Playground Agreement where indicated below, each of KaBOOM! and the Community Partner agrees, as of the date identified above, to be legally bound by all of the terms and provisions set forth above.

City of Montclair

KaBOOM!, Inc.

By: _____
Name: Edward C. Starr
Title: City Manager

By: _____
Name: Gerry Megas
Title: Chief Financial Officer

Address:
5111 Benito Street
Montclair, CA 91763

Address:
4301 Connecticut Ave. NW, Suite ML-1
Washington, DC 20008
T: (202) 464- 6180
F: (202) 659-0210
e-mail: gmezas@kaboom.org

Contact information for the person who should receive KaBOOM! invoices:

Name: Alyssa Colunga

Telephone number: (909) 625-9459

Mailing Address:
5111 Benito Street
Montclair, CA 91763

Email: acolunga@cityofmontclair.org



AGENDA REPORT

DATE:	MAY 6, 2019	FILE I.D.:	ENV075
SECTION:	RESOLUTIONS	DEPT.:	COMMUNITY DEV.
ITEM NO.:	1	PREPARER:	M.DIAZ
SUBJECT:	CONSIDER ADOPTION OF RESOLUTION NO. 19-3235 ESTABLISHING LOCAL GUIDELINES FOR IMPLEMENTING THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO PUBLIC RESOURCES CODE SECTION 21000 ET SEQ.		

REASON FOR CONSIDERATION: The City Council is requested to consider adoption of Resolution No. 19-3235 establishing local California Environmental Quality Act (CEQA) guidelines (Local Guidelines) in response to recent changes in the State CEQA Guidelines and in light of relevant court opinions.

The City Council is the responsible body for adopting Local CEQA Guidelines pursuant to Public Resources Code Section 21082, which requires all public agencies to adopt objectives, criteria and procedures for (1) the evaluation of public and private projects undertaken or approved by such public agencies, and (2) the preparation, if required, of environmental impact reports and negative declarations in connection with that evaluation.

BACKGROUND: The California Environmental Quality Act (CEQA), codified at Public Resources Code section 21000 *et seq.*, is California's most comprehensive environmental law. It generally requires public agencies to evaluate the environmental effects of their actions before they are taken. CEQA also aims to prevent significant environmental effects from occurring as a result of agency actions by requiring agencies to avoid or reduce, when feasible, the significant environmental impacts of their decisions.

To this end, CEQA requires public agencies to adopt specific objectives, criteria and procedures for evaluating public and private projects that are undertaken or approved by such agencies. The proposed set of Local Guidelines for 2019 is in compliance with CEQA's requirements, and reflects recent changes in the State CEQA Guidelines and relevant court opinions. These Local Guidelines also provide instructions and forms for preparing all environmental documents required under CEQA. After the adoption of the 2019 Update, the Local Guidelines are considered public documents, and the Guidelines and Forms would be available for public viewing.

The primary users of the Local Guidelines will be City staff in the Community Development and Public Works Departments involved in the environmental review process for proposed projects. By establishing Local Guidelines as a standard reference document, staff will be able to quickly ascertain the appropriate procedure/process to follow when reviewing projects for compliance with CEQA and minimize the need to consult legal counsel except when atypical circumstances arise.

FISCAL IMPACT: There would be no fiscal impact related to adoption of Resolution No. 19-3235.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No.19-3235 to establish Local Guidelines for implementing CEQA pursuant to PRC §§ 21000 *et sec.*

RESOLUTION NO. 19-3235

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR ADOPTING LOCAL GUIDELINES TO IMPLEMENT THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (PUBLIC RESOURCES CODE §§ 21000 ET SEQ.)

WHEREAS, the California Legislature has amended the California Environmental Quality Act ("CEQA") (Pub. Resources Code §§ 21000 et seq.), the Natural Resources Agency has amended the State CEQA Guidelines (Cal. Code Regs, tit. 14, §§ 15000 et seq.), and the California courts have interpreted specific provisions of CEQA; and

WHEREAS, Public Resources Code, section 21082 requires all public agencies to adopt objectives, criteria and specific procedures consistent with CEQA and the State CEQA Guidelines for (1) the evaluation of public and private projects undertaken or approved by such public agencies, and (2) the preparation, if required, of environmental impact reports and negative declarations in connection with that evaluation; and

WHEREAS, the public agency procedures assist in the orderly evaluation of projects and their potential effects on the environment and preparation of environmental documents;

WHEREAS, the City now desires to update and streamline its implementing procedures and desires that they be consistent with the current provisions of CEQA and the State CEQA Guidelines and remain consistent on a continuing basis; and

WHEREAS, no environmental impact is anticipated from amending the Local CEQA Guidelines. The City of Montclair's adoption of the attached Resolution is not a project under State CEQA Guidelines section 15378(b)(5) because it involves an administrative activity involving process only and would not result in any environmental impacts.

NOW, THEREFORE, the City Council of the City of Montclair ("City") hereby resolves as follows:

1. The City adopts the "2019 Local Guidelines for Implementing the California Environmental Quality Act," a copy of which is on file at the offices of the City and is available for inspection by the public.
2. All prior actions of the City enacting earlier guidelines are hereby repealed.

APPROVED AND ADOPTED this XX day of XX, 2019.

Mayor

City Attorney

ATTEST:

City Clerk

I, Andrea M. Phillips, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 19-3234 was duly adopted by the City Council of said city and was approved by the Mayor of said city at a regular meeting of said City Council held on the XX day of XX, 2019, and that it was adopted by the following vote, to-wit:

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

Andrea M. Phillips
City Clerk

**MINUTES OF THE CITY OF MONTCLAIR REAL ESTATE
COMMITTEE MEETING HELD ON MONDAY, OCTOBER 15,
2018 AT 6:00 P.M. IN THE CITY HALL CONFERENCE
ROOM, 5111 BENITO STREET, MONTCLAIR, CALIFORNIA**

I. CALL TO ORDER

Chair Dutrey called the meeting to order at 6:00 p.m.

II. ROLL CALL

Present: Council Member Dutrey (Chair); Mayor Pro Tem Raft (Vice Chair); City Manager Starr; Assistant Director of Housing/Planning Manager Caldwell; City Planner/Planning Manager Diaz; Associate Planner Gutierrez; Associate Planner Nemeth; City Attorney Robbins; Executive Director of Public Safety/Police Chief Avels; Senior Management Analyst Fuentes; City Clerk Phillips

III. APPROVAL OF MINUTES

A. REAL ESTATE COMMITTEE — June 18, 2018

The Committee approved the June 18, 2018 minutes of the Real Estate Committee meeting.

IV. PUBLIC COMMENT — None

V. DISCUSSION ITEMS

A. DEVELOPMENT PROPOSALS — PROJECTS OFFICIALLY SUBMITTED FOR FORMAL CITY REVIEW:

1. 5155 Holt Boulevard

The Committee reviewed a request from Golden State Enterprises, LLC (c/o David DelRahim) for a Conditional Use Permit (CUP) and Precise Plan of Design (PPD) to re-establish an automated car wash and gas station, including a major remodel of an existing building and consideration for a CUP for an ABC Type 20 off-sale license for beer and wine in a proposed 3,000 square foot convenience store.

2. Northeast Corner of Monte Vista Avenue and Brooks Street

The Committee reviewed a request from TRC Equities LLC (c/o Holt Monte Vista Properties, LLC) for a proposed 71,780 square foot industrial/warehouse building on a 3.3-acre site including a request for a variance to reduce the required street side setbacks from 25 feet to 20 feet.

3. 10830 Ada Street

The Committee reviewed and recommended approval of a request from JNT Group, LLC for a PPD to construct a 69,182 square foot addition to an existing 64,812 square foot industrial building on a 6.15-acre site.

B. STATUS REPORT — APPROVED PROJECTS

Staff presented a PowerPoint of photos of each of the following projects showing their current construction status:

1. Southwest Corner of Arrow Highway and Monte Vista Avenue - Alexan Multifamily Project

Grading and building permits have been issued and construction of the project's infrastructure is underway. Site perimeter walls have been built and roadways are being set. Target completion date for the project is September 2020 with the leasing office opening in April of that year.

2. Southwest Corner of Central Avenue & Holt Boulevard - Cardenas Project

The developer has obtained a grading plan and has begun groundwork for the project. Phase 1 for the project is to construct the supermarket and the warehouse. Phase 2 will consist of the remaining buildings in the center.

3. 10850 Ramona Avenue - Baja Car Wash

Project is currently under construction.

4. 4280 Holt Boulevard - Retail Center

Project is in its second plan check phase.

5. 10489 Monte Vista Avenue - Arco Station and Car Wash

Grading and building permits have been issued and work has commenced on the east side of the site to prepare for the new convenience store building. Fueling from the existing pumps will continue for as long as possible until construction of the new fuel canopy is ready to begin.

6. 8949 Monte Vista Avenue - Vista Court Multifamily Project

Plan check is complete, but permits have not been issued due to a property owner change and incomplete management agreements between the owner and the City.

VI. OTHER ITEMS

A. Staff noted the following projects in plan check phase:

1. Montclair Place - Construction plans for CIM's portion of the AMC Theater building have not been submitted as of yet. However, CIM has submitted plans for plan check on its portion of building improvements related to the new concert venue, and indoor playground uses.
2. Bearings 2000 Warehouse (Monte Vista Avenue and Mission Boulevard) - The City is ready to issue building permits. The property owner is looking for a contractor to build the project.
3. Two Tilt-Ups at 5060 Mission Boulevard - this project is in its third plan check submittal, and close to obtaining permits.
4. Kadota Avenue and State Street Warehouse Tilt-Up - this project has submitted for its third plan check, and is close to obtaining permits.

B. Staff noted the following projects under construction:

1. Warehouse at Ramona and Brooks (Bill Fox project).
2. Warehouse on Oak Glen Avenue (south of Holt Boulevard).
3. Warehouse at Mission and Monte Vista (Ash Kumar) nearing completion.
4. Troy Trevino Demolition Contractor Building at 4761 State Street.
5. Klaus & Son Office/Storage Building at 5623 Arrow Highway.

VII. ADJOURNMENT

At 6:21 p.m., Chair Dutrey adjourned the Real Estate Committee. The Committee is scheduled to next meet on Monday, November 19, 2018.

Submitted for Real Estate Committee approval,



Andrea Phillips, City Clerk

**MINUTES OF THE MEETING OF THE MONTCLAIR
CODE ENFORCEMENT/PUBLIC SAFETY COMMITTEE
HELD ON MONDAY, OCTOBER 15, 2018, AT
6:30 P.M. IN THE CITY HALL CONFERENCE ROOM,
5111 BENITO STREET, MONTCLAIR, CALIFORNIA**

I. CALL TO ORDER

Council Member Dutrey called the meeting to order at 6:30 p.m.

II. ROLL CALL

Present: Mayor Pro Tem Raft, Council Member Dutrey, City Manager Starr, Police Chief/Executive Director, Office of Public Safety Avels, City Attorney Robbins, and Senior Management Analyst Fuentes.

III. APPROVAL OF MINUTES

- A. Minutes of Code Enforcement/Public Safety Committee Meeting of August 20, 2018.

It was the consensus of the Code Enforcement Committee to approve the minutes of the Code Enforcement/Public Safety Committee meeting of August 20, 2018.

IV. PUBLIC COMMENT

None.

V. OLD BUSINESS

None.

VI. NEW BUSINESS

1. Code Enforcement Update on Appearance Violations and Various Projects.

Code Enforcement Supervisor Fondario prepared a PowerPoint presentation, but was absent from the meeting because he was in the field assisting with an illegal marijuana dispensary bust. The Committee moved to postpone the Power Point presentation until the next meeting.

2. Police Update on Marijuana Dispensaries.

Illegal Cannabis. Police Chief/Executive Director, Office of Public Safety Avels stated there are currently three illegal dispensaries open in the city. There was a bust on Friday at the illegal dispensary on Holt Boulevard ending in arrests, weapons and product, which took about nine hours to process. A second bust was happening at an illegal dispensary on Mission Boulevard simultaneously as the Committee was meeting and also explained Supervisor Fondario's absence.

VII. NEXT MEETING

The next meeting is scheduled for Monday, November 19, 2018, at 6:30 p.m. in the City Hall Conference Room.

VIII. ADJOURNMENT

At 6:47 p.m., Council Member Dutrey adjourned the Code Enforcement/Public Safety Committee meeting.

Submitted for Code Enforcement/
Public Safety Committee approval,



Laura Embree
Recording Secretary

**MINUTES OF THE MEETING OF THE MONTCLAIR
PERSONNEL COMMITTEE HELD ON MONDAY,
APRIL 15, 2019, AT 8:20 P.M. IN THE CITY
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,
MONTCLAIR, CALIFORNIA**

I. CALL TO ORDER

Mayor Pro Tem Raft called the meeting to order at 8:20 p.m.

II. ROLL CALL

Present: Mayor Pro Tem Raft, Council Member Ruh, and City Manager Starr

III. APPROVAL OF MINUTES

A. Minutes of the Regular Personnel Committee Meeting of April 1, 2019.

Moved by Council Member Ruh, seconded by Mayor Pro Tem Raft, and carried unanimously to approve the minutes of the Personnel Committee meeting of April 1, 2019.

IV. PUBLIC COMMENT - None

V. CLOSED SESSION


At 8:21 p.m., the Personnel Committee went into Closed Session regarding personnel matters related to appointments, resignations/terminations, and evaluations of employee performance.

At 8:30 p.m., the Personnel Committee returned from Closed Session. Mayor Pro Tem Raft stated that no announcements would be made at this time.

VI. ADJOURNMENT

At 8:30 p.m., Mayor Pro Tem Raft adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Edward C. Starr
City Manager