

**CITY OF MONTCLAIR
AGENDA FOR REGULAR 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

January 21, 2020

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. Community Activities Commission Military Banner Presentation
- B. Introduction of New Police Department Employee — Police Officer Armando Baeza
- C. Introduction of Fire Department Promotee — Fire Engineer Robert Estrada
- D. Proclamation Declaring January 2020 as National Mentoring Month in the City of Montclair

VI. 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.

VII. PUBLIC HEARINGS — None

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VIII. CONSENT CALENDAR

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 - 1. Regular Joint Meeting — December 16, 2019 [CC/SA/MHC/MHA/MCF]
- B. Administrative Reports
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Consider Authorizing a \$6,610 Appropriation from the Prop 30/AB 109 Fund to Pay the Costs Associated with Agreement No. 20-11 [CC]	71

D. Resolutions — None

IX. PULLED CONSENT CALENDAR ITEMS

X. COMMUNICATIONS

A. City Department Reports

1. Public Works Department — Central Avenue Construction Update

B. City Attorney

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

Omega Chemical Corporation Superfund Site, Los Angeles County, California

C. City Manager/Executive Director

D. Mayor/Chairperson

E. Council Members/Directors

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

1. Public Works Committee Meeting — November 21, 2019 [CC] 78

2. Personnel Committee Meeting — December 16, 2019 [CC] 82

XI. CLOSED SESSION

XII. CLOSED SESSION ANNOUNCEMENTS

XIII. ADJOURNMENT

The next regular joint meeting of the City Council, Successor Agency Board, Montclair Housing Corporation Board, Montclair Housing Authority Commission, and Montclair Community Foundation Board will be held on Monday, February 3, 2020, at 7:00 p.m. in the City Council Chambers.

Reports, backup materials, and additional materials related to any item on this Agenda distributed to the Acting Bodies after publication 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 2 business days 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 at 5111 Benito Street, Montclair, CA 91763 on January 16, 2020.



CITY COUNCIL AGENDA REPORT

DATE:	JANUARY 21, 2020	FILE I.D.:	FIN520
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	FINANCE
ITEM NO.:	1	PREPARER:	J. KULBECK
SUBJECT:	CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT		

REASON FOR CONSIDERATION: The City Council is requested to consider receiving and filing the City of Montclair Treasurer's Report for the month ending December 31, 2019, pursuant to state law.

BACKGROUND: Included in your agenda packet is a copy of the Treasurer's Report for the period ending December 31, 2019.

FISCAL IMPACT: Routine—report of City's cash and investments.

RECOMMENDATION: Staff recommends the City Council receive and file the Treasurer's Report for the month ending December 31, 2019.



CITY COUNCIL AGENDA REPORT

DATE:	JANUARY 21, 2020	FILE I.D.:	FIN540
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	FINANCE
ITEM NO.:	2	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 January 21, 2020; and the Payroll Documentation dated December 22, 2019; and recommends their approval.

FISCAL IMPACT: The Warrant Register dated January 21, 2020, totals \$3,574,975.80; and the Payroll Documentation dated December 22, 2019, totals \$638,438.31 gross, with \$450,331.75 net being the total cash disbursement.

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



CITY COUNCIL AGENDA REPORT

DATE:	JANUARY 21, 2020	FILE I.D.:	FIN510
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	SA
ITEM NO.:	3	PREPARER:	C. RAMIREZ
SUBJECT:	CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT		

REASON FOR CONSIDERATION: City Council acting as Successor to the Redevelopment Agency Board of Directors is requested to consider receiving and filing the Successor to the Redevelopment Agency Treasurer's Report for the month ending December 31, 2019, pursuant to state law.

BACKGROUND: Included in your agenda packet is a copy of the Successor to the Redevelopment Agency Treasurer's Report for the period ending December 31, 2019.

FISCAL IMPACT: Routine—report of the Agency's cash.

RECOMMENDATION: Staff recommends the City Council acting as Successor to the Redevelopment Agency Board of Directors receive and file the Successor to the Redevelopment Agency Treasurer's Report for the month ending December 31, 2019.



CITY COUNCIL AGENDA REPORT

DATE:	JANUARY 21, 2020	FILE I.D.:	FIN530
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	SA
ITEM NO.:	4	PREPARER:	C. RAMIREZ
SUBJECT:	CONSIDER APPROVAL OF WARRANT REGISTER		

REASON FOR CONSIDERATION: The City Council acting as Successor to the Redevelopment Agency Board of Directors is requested to consider receiving and filing the Successor to the Redevelopment Agency Warrant Register for the month ending December 31, 2019, pursuant to state law.

BACKGROUND: Vice Chairperson Raft has examined the Successor to the Redevelopment Agency Warrant Register dated 12.01.19–12.31.19 in the amounts of \$15,097.52 for the Combined Operating Fund; \$0.00 for the Redevelopment Obligation Retirement Funds and finds it to be in order.

FISCAL IMPACT: Routine—report of Agency's obligations.

RECOMMENDATION: Vice Chairperson Raft recommends the City Council as Successor to the Redevelopment Agency Board of Directors approve the Successor to the Redevelopment Agency Warrant Register for the period ending December 31, 2019.



CITY COUNCIL AGENDA REPORT

DATE:	JANUARY 21, 2020	FILE I.D.:	FIN525
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	MHC
ITEM NO.:	5	PREPARER:	C. RAMIREZ
SUBJECT:	CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT		

REASON FOR CONSIDERATION: Montclair Housing Corporation Board of Directors is requested to receive and file the Montclair Housing Corporation Treasurer's Report for the month ending December 31, 2019, pursuant to state law.

BACKGROUND: Included in your agenda packet is a copy of the Treasurer's Report for the period ending December 31, 2019.

FISCAL IMPACT: Routine—report of the Montclair Housing Corporation's cash and investments.

RECOMMENDATION: Staff recommends the Montclair Housing Corporation Board of Directors receive and file the Treasurer's Report for the month ending December 31, 2019.



CITY COUNCIL AGENDA REPORT

DATE:	JANUARY 21, 2020	FILE I.D.:	FIN545
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	MHC
ITEM NO.:	6	PREPARER:	C. RAMIREZ
SUBJECT:	CONSIDER APPROVAL OF WARRANT REGISTER		

REASON FOR CONSIDERATION: The Montclair Housing Corporation Board of Directors is requested to consider receiving and filing the Warrant Register for the month ending December 31, 2019, pursuant to state law.

BACKGROUND: Vice Chairperson Raft has examined the Warrant Register dated 12.01.19-12.31.19 in the amount of \$56,928.17 for the Montclair Housing Corporation and finds it to be in order.

FISCAL IMPACT: Routine—report of Montclair Housing Corporation's obligations.

RECOMMENDATION: Vice Chairperson Raft recommends the Montclair Housing Corporation Board of Directors approve the Warrant Register for the period ending December 31, 2019.



CITY COUNCIL AGENDA REPORT

DATE:	JANUARY 21, 2020	FILE I.D.:	FIN525
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	MHA
ITEM NO.:	7	PREPARER:	C. RAMIREZ
SUBJECT:	CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT		

REASON FOR CONSIDERATION: The Montclair Housing Authority Board of Directors is requested to receive and file the Montclair Housing Authority Treasurer's Report for the month ending December 31, 2019, pursuant to state law.

BACKGROUND: Included in your agenda packet is a copy of the Treasurer's Report for the period ending December 31, 2019.

FISCAL IMPACT: Routine—report of Montclair Housing Authority's obligations.

RECOMMENDATION: Staff recommends the Montclair Housing Authority Board of Directors receive and file the Treasurer's Report for the month ending December 31, 2019.



CITY COUNCIL AGENDA REPORT

DATE:	JANUARY 21, 2020	FILE I.D.:	FIN545
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	MHA
ITEM NO.:	8	PREPARER:	C. RAMIREZ
SUBJECT:	CONSIDER APPROVAL OF WARRANT REGISTER		

REASON FOR CONSIDERATION: The Montclair Housing Authority Board of Directors is requested to consider receiving and filing the Warrant Register for the month ending December 31, 2019, pursuant to state law.

BACKGROUND: Vice Chairperson Raft has examined the Warrant Register dated 12.01.19-12.31.19 in the amount of \$0.00 for the Montclair Housing Authority and finds it to be in order.

FISCAL IMPACT: Routine—report of Montclair Housing Authority's obligations.

RECOMMENDATION: Vice Chairperson Raft recommends the Montclair Housing Authority Board of Directors approve the Warrant Register for the period ending December 31, 2019.



CITY COUNCIL AGENDA REPORT

DATE:	JANUARY 21, 2020	FILE I.D.:	PER665
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	ADMIN. SVCS./PERSONNEL
ITEM NO.:	9	PREPARER:	J. HAMILTON

SUBJECT: CONSIDER AUTHORIZING THE RECLASSIFICATION OF ASSISTANT DIRECTOR OF HOUSING/PLANNING MANAGER TO DEPUTY DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT

CONSIDER AUTHORIZING THE RECLASSIFICATION OF FINANCE SUPERVISOR TO FINANCE MANAGER

CONSIDER AUTHORIZING THE TRANSFER OF UNANTICIPATED ADDITIONAL PERSONNEL COSTS FROM THE PERSONNEL ADJUSTMENT RESERVE FUND AND THE ECONOMIC DEVELOPMENT FUND TO THE CITY'S GENERAL FUND

REASON FOR CONSIDERATION: The City Council is requested to consider authorizing the reclassification of the Assistant Director of Housing/Planning Manager to the Deputy Director of Community and Economic Development; authorizing the reclassification of the Finance Supervisor to the Finance Manager; and authorizing the transfer of unanticipated additional personnel costs from the Personnel Adjustment Reserve Fund and Economic Development Fund to the City's General Fund.

BACKGROUND: On September 21, 2018, Deputy City Manager/Executive Director of Economic and Community Development Marilyn Staats retired. Although Mrs. Staats agreed to continue working for the City in a limited capacity as a Retired Annuitant to complete several specialized projects she was working on, her ordinary duties were transferred to the City's previous City Planner/Planning Manager and Assistant Director of Housing/Planning Manager. In anticipation of the transfer of these duties, the City planned for the reorganization of the Community Development and Economic Development Departments to maximize the use of its human resources to continue to meet the needs of the City. This reorganization plan was contemplated in the Fiscal Year 2019-20 Budget.

In July 2019, as part of this reorganization plan, the position of Community Development Director was created and, in August 2019, the City Planner/Planning Manager position was reclassified to the Community Development Director position. The Community Development Director position assumed all of the duties of the City Planner/Planning Manager position as well as the responsibility for the successful operation of the Community Development Department, which includes the City's Planning, Building, and Code Enforcement Divisions.

Mrs. Staats' other duties related to Economic Development, which included Housing, were transferred to the Assistant Director of Housing/Planning Manager. While these additional duties are not as substantial as the additional duties required of the now-Community Development Director, they have nevertheless increased significantly the responsibilities and workload of the City's current Assistant Director of Housing/Planning Manager. Accordingly, authorization is sought to reclassify the position of Assistant Director of Housing/Planning Manager to Deputy Director of

Community and Economic Development. This new Deputy Director position will require the continuation of the duties of the Assistant Director of Housing/Planning Manager and incorporate the additional duties formerly handled by Mrs. Staats as the Deputy City Manager/Executive Director of Economic and Community Development. The reclassification of this position shall be effective when the City Manager/Personnel Committee approves the appointment of the Assistant Director of Housing/Planning Manager to Deputy Director of Community and Economic Development.

The Community Development Department is not the only department in the City that has undergone a substantial change due to the retirement of key personnel. A year ago, the Finance Department was led by a Finance Director, who was assisted by a Finance Supervisor, and which had an experienced Senior Accountant. In anticipation of the retirement of the City's Finance Supervisor on February 21, 2019, the Senior Accountant was promoted to Finance Supervisor on January 21, 2019 to aid in the successful transition of the retiring Finance Supervisor's duties to the newly-promoted Finance Supervisor. The Senior Accountant position was not filled and the newly-promoted Finance Supervisor assumed the duties of the new position as well as continued to do those duties the newly-promoted Finance Supervisor did as a Senior Accountant. Some of the other Senior Accountant duties were transferred to the other Finance Department staff members.

In addition to the loss of the City's Finance Supervisor, the Finance Director indicated that he would be retiring at the end of 2019, which he did on December 19, 2019. In anticipation of his retirement, the Fiscal Year 2019-20 Budget contemplated a reorganization of the Finance Department to become a division of the City Manager's Department. Additionally, the Finance Department staff members were promoted to higher classifications and/or had their pay adjusted to reflect the additional duties each was required to do as a result of the Finance Supervisor's retirement and the impending retirement of the Finance Director. During most of 2019, the Finance Director trained the newly-promoted Finance Supervisor to take over the managerial responsibilities of the Finance Division once he retired.

Due to the dramatic increase of responsibilities the newly-promoted Finance Supervisor now must take on, and to adequately compensate the employee for those added responsibilities, authorization is sought to reclassify the Finance Supervisor position to Finance Manager. The Finance Manager will continue to perform all duties required of the Finance Supervisor, in addition to being responsible for the day-to-day supervision and operation of the entire Finance Division. The reclassification of this position shall be effective when the City Manager/Personnel Committee approves the appointment of the Finance Supervisor to Finance Manager.

Deputy Director of Community and Economic Development Position

Under general direction, the Deputy Director of Community and Economic Development (hereinafter "Deputy Director") will direct, manage, supervise and coordinate the activities and operations of the Economic Development program within the Department of Community Development, including the development of programs and activities to attract and retain businesses for the City. The Deputy Director will also implement and manage the housing program in the City and be responsible for developing, implementing, and managing the City's affordable housing programs and projects, which includes new development and rehabilitation.

The Deputy Director shall also manage the City’s real property as well as direct the daily operation and development of the Montclair Housing Corporation. The position will also develop and implement policies and procedures related to the Housing Strategy and Implementation Plan. The Deputy Director will provide highly responsible and complex administrative support to the Community Development Director and, in his absence, assume the duties of the Community Development Director.

As a result of the additional duties and responsibilities of the new Deputy Director of Community and Economic Development position, the proposed salary schedule is as follows:

**Table 1.
Deputy Director of Community and Economic Development
Proposed Salary Schedule**

A	B	C	D	E
\$9,237	\$9,699	\$10,184	\$10,693	\$11,227

Staff is proposing that the position of Deputy Director of Community and Economic Development be a full-time position and be classified as a management position.

Finance Manager Position

Under administrative direction, the Finance Manager will plan, manage, and supervise the general accounting functions of the City of Montclair, City of Montclair as Successor Agency for the City of Montclair Redevelopment Agency, Montclair Housing Authority, and Montclair Housing Corporation. This individual will manage the activities of the Finance Division in the City Manager’s Department including finance, accounting, payroll, revenue collection, tax administration, business licensing, purchasing, fixed assets, payables and receivables, benefits program, records maintenance, and receptionist activities. The Finance Manager will ensure that accounting and fiscal activities are in conformance with accepted standards and appropriate laws and regulations, and will provide direct management and supervision over professional, technical, and clerical staff assigned to the Finance Division. The Finance Manager will proactively participate in, plan, respond to, and review activities and functions of the Finance program related to the processes and components of intra- and inter-action and engagement with the City and its related component entities. The Finance Manager will provide complex staff assistance to the City Manager, and performs related work as assigned. The Finance Manager will report directly to the City Manager or his/her designee.

As a result of the additional duties and responsibilities of the new Finance Manager position, the proposed salary schedule is as follows:

**Table 2.
Finance Manager
Proposed Salary Schedule**

A	B	C	D	E
\$8,032	\$8,434	\$8,855	\$9,298	\$9,763

The Finance Manager will start at Step A (\$8,032/month) of the above-outlined salary schedule, which is \$5,865/month less than the City paid to the retired Finance Director. Staff is proposing that the position of Finance Manager be a full-time position and be classified as a management position.

FISCAL IMPACT: With the reclassification of the Assistant Director of Housing/Planning Manager to the Deputy Director of Community and Economic Development, the Assistant Director position will be unfunded to permit those funds to be applied to the new Deputy Director position.

In order to cover the increased costs not contemplated in the Fiscal Year 2019-2020 Budget between the budgeted Assistant Director position and the new Deputy Director position, the City Council is requested to authorize the transfer of the increased cost difference from the Economic Development Fund to the City General Fund.

With the reclassification of the Finance Supervisor to the Finance Manager, the Fiscal Year 2019-20 Budget contemplated the defunding of the Finance Supervisor position and the funding of the Finance Manager position.

In order to cover the increased costs not contemplated by the Fiscal Year 2019-20 Budget between the budgeted Finance Manager position and the proposed salary schedule, the City Council is requested to authorize the transfer of the increased cost difference from the Personnel Adjustment Reserve Fund to the City General Fund.

Ongoing personnel costs associated with the Deputy Director of Community and Economic Development position and the Finance Manager position will be incorporated into future budgets beginning with the Fiscal Year 2020-21 Budget.

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

1. Authorize the reclassification of Assistant Director of Housing/Planning Manager to Deputy Director of Community and Economic Development;
2. Authorize the reclassification of Finance Supervisor to Finance Manager; and
3. Authorize the transfer of unanticipated additional personnel costs from the Personnel Adjustment Reserve Fund and the Economic Development Fund to the City's General Fund.



CITY COUNCIL AGENDA REPORT

DATE: JANUARY 21, 2020 **FILE I.D.:** VEH450
SECTION: CONSENT - ADMIN. REPORTS **DEPT.:** PUBLIC WORKS
ITEM NO.: 10 **PREPARER:** X. MENDEZ
SUBJECT: CONSIDER AUTHORIZING THE PURCHASE OF TWO CHEVROLET WORK TRUCKS FROM
MK SMITH CHEVROLET FOR THE PUBLIC WORKS DEPARTMENT

REASON FOR CONSIDERATION: Expenditures in excess of \$20,000 require City Council approval.

BACKGROUND: In the Public Works 2019–20 Fiscal Year Budget the City Council approved the purchase of two work trucks to be assigned to the Engineering Division of the Public Works Department. Staff has received quotes from three local auto dealerships for these trucks. The following are the results of the quotes received:

2020 CHEVROLET COLORADO CREW CAB

<u>Vendor</u>	<u>Cost</u>
MK Smith Chevrolet	\$26,632.67
Rotolo Chevrolet	\$29,109.45
Mountain View Chevrolet	\$30,825.00

2020 CHEVROLET COLORADO EXTRA CAB

<u>Vendor</u>	<u>Cost</u>
MK Smith Chevrolet	\$25,227.37
Rotolo Chevrolet	\$26,266.36
Mountain View Chevrolet	\$28,085.00

The purchases will be made from MK Smith Chevrolet, which provided the lowest quotes for both vehicles.

FISCAL IMPACT: The total cost to purchase one Chevrolet Colorado Crew Cab and one Chevrolet Colorado Extra Cab from MK Smith Chevrolet is \$51,860.04.

The 2020 Chevrolet Colorado Crew Cab would be funded with Sewer Funds in the amount of \$26,632.67. The 2020 Chevrolet Colorado Extra Cab would be purchased with \$24,500 of Gas Tax Funds, and with Equipment Replacement Funds in the amount of \$727.37.

Funds for these purchases are included in the Public Works Department Fiscal Year 2019–20 Budget.

RECOMMENDATION: Staff recommends that the City Council authorize the purchase of two Chevrolet work trucks from MK Smith Chevrolet for the Public Works Department.



CITY COUNCIL AGENDA REPORT

DATE:	JANUARY 21, 2020	FILE I.D.:	PDT530/PER250
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	POLICE
ITEM NO.:	11	PREPARER:	M. BUTLER
SUBJECT:	CONSIDER AUTHORIZING A \$9,800 APPROPRIATION FROM THE FEDERAL ASSET FORFEITURE FUND TO SEND A MEMBER OF THE COMMAND STAFF TO THE CALIFORNIA POLICE CHIEFS' EXECUTIVE LEADERSHIP INSTITUTE AT DRUCKER		

REASON FOR CONSIDERATION: The City Council is requested to consider authorizing an appropriation of \$9,800 from the Federal Asset Forfeiture Fund to send a member of the Command Staff to the California Police Chiefs' Executive Leadership Institute at the Drucker School of Management at Claremont Graduate University in Southern California (Drucker).

BACKGROUND: The California Police Chiefs' Association has partnered with Drucker to offer an exceptional leadership development program. This one-of-a-kind west coast Executive Leadership Institute is a premier program designed to enhance leadership skills. The rigorous two-week academic and subject matter-rich executive leadership development experience is designed to shape the participant professionally and personally.

Executive Leadership Institute offers participants the opportunity for a Drucker-inspired learning environment where the principles of Peter F. Drucker are imbued with a law enforcement perspective. The Drucker School of Thought is formed around five key pillars: Belief in the importance of a functioning society; focus on people-centered management; focus on performance; focus on self-management; and practice-based, transdisciplinary, and lifelong approach to learning. These pillars form the basis of the Drucker experience that is uncommon with other professional development programs.

The course content will cover exemplary policing, mindfulness, leadership, decision making, risk management, evidence-based decision making, effective teams, leading during crisis, citizen engagement and public trust, and other topic areas key to professional growth. The course requires attendees to reside on the school's campus during the 14 days of continuous training. Lodging and meals are included in the course's tuition.

FISCAL IMPACT: If authorized by the City Council, one member of the Command Staff would attend the Executive Leadership Institute, which would result in an expenditure of \$9,800 from the Federal Asset Forfeiture Fund (1144). In 2019, the City Council authorized the appropriation of \$9,800 to send a member of the Command Staff to Drucker; however, the training was cancelled prior to the course date and Fund 1144 was refunded in full.

RECOMMENDATION: Staff recommends the City Council authorize a \$9,800 appropriation from the Federal Asset Forfeiture Fund to send a member of the Command Staff to the California Police Chiefs' Executive Leadership Institute at Drucker.



CITY COUNCIL AGENDA REPORT

DATE:	JANUARY 21, 2020	FILE I.D.:	MFF500
SECTION:	CONSENT - AGREEMENTS	DEPT.:	ADMIN. SVCS. - PERSONNEL
ITEM NO.:	1	PREPARER:	J. HAMILTON

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 19-100, A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE MONTCLAIR FIRE FIGHTERS' ASSOCIATION FOR THE PERIOD OF JULY 1, 2019, TO JUNE 30, 2020

CONSIDER AUTHORIZING THE TRANSFER OF ADDITIONAL COMPENSATION AS APPROVED IN THE MOU FROM THE PERSONNEL ADJUSTMENT RESERVE FUND

REASON FOR CONSIDERATION: The City Council is requested to consider the approval of: (1) Agreement No. 19-100, the MOU between the City of Montclair and the Montclair Fire Fighters' Association (MFFA) for the period of July 1, 2019 to June 30, 2020; and (2) the transfer of appropriate additional compensation from the Personnel Adjustment Reserve Fund to the General Operating Fund.

A copy of the proposed MFFA MOU is available for the City Council's review and consideration.

BACKGROUND: Typically, on an annual basis, the City of Montclair negotiates on the terms and conditions of employment with the various labor associations, which include MFFA. Once an agreement is reached with the representative labor association, the City and the respective labor association will memorialize the terms in a signature agreement, which is presented to the Personnel Committee for approval. The City and MFFA have concluded negotiations and reached an agreement for the period of July 1, 2019 to June 30, 2020 on December 12, 2019, with the Personnel Committee approving the following terms and conditions of employment on December 16, 2019. The following is a summary of the agreement reached:

- Article 7 (Section 7.01): This change relates to a salary increase of 6 percent to all classifications represented by MFFA effective December 22, 2019.
- Article 8 (Section 8.03): This change restructures the retiree medical benefit an employee earns after 25-years of continuous service. Under this restructuring, the retiree is no longer permitted to remain on City-provided health care, dental, or optical plans and must shop for his/her own individual plan. In return, the City will reimburse up to \$532.16/month to assist the retiree in paying for his/her health care premiums or Medicare premiums only. This new plan allows an employee to move outside of the City's healthcare coverage areas or join his/her spouse's health care plan and still benefit from this earned retiree benefit.
- Article 45: This change describes the term of this new MOU to be from July 1, 2019 to June 30, 2020.

FISCAL IMPACT: The fiscal impact associated with ratifying the proposed Agreement No. 19-100 due to additional compensation will be funded from the Personnel Adjustment Reserve of the General Fund as these increases were not included in the

original Fiscal Year 2019-2020 Budget. Therefore, City Council is requested to approve the transfer from the Personnel Adjustment Reserve to the General Operating Fund to fund the additional compensation.

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

1. Approve Agreement No. 19-100, a Memorandum of Understanding (MOU) with the Montclair Fire Fighters' Association for the period of July 1, 2019 to June 30, 2020; and
2. Authorize the transfer of additional compensation as approved in the MOU from the Personnel Adjustment Reserve Fund.



CITY COUNCIL AGENDA REPORT

DATE:	JANUARY 21, 2020	FILE I.D.:	HSV070
SECTION:	CONSENT - AGREEMENTS	DEPT.:	HUMAN SVCS.
ITEM NO.:	2	PREPARER:	F. SALTOS
SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NOS. 20-01, 20-02, 20-03, AND 20-04 WITH MONTCLAIR LITTLE LEAGUE, GOLDEN GIRLS SOFTBALL LEAGUE, AND ALL CITIES YOUTH BASEBALL FOR USE OF BALL FIELD FACILITIES AT VERNON, ESSEX, KINGSLEY, AND SARATOGA PARKS		

REASON FOR CONSIDERATION: The Montclair Little League, Golden Girls Softball League, and All Cities Youth Baseball have requested use of City facilities for their spring/summer sports activities.

BACKGROUND: Pursuant to Agreement Nos. 20-01 and 20-02, Montclair Little League would use the two southern and two northern fields at Saratoga Park and the southern field at Kingsley Park on weekdays and Saturdays for its baseball activities. Pursuant to Agreement No. 20-03, Golden Girls Softball League would use the two fields at Vernon Park for its softball activities on weekdays and Saturdays. Pursuant to Agreement No. 20-04, All Cities Youth Baseball would use Essex Park weekdays and Saturdays for its baseball activities. Sunday field use by all leagues is not permitted.

The Montclair Little League and Golden Girls Softball League have each requested the use of lights for activities that may be conducted after dark. The cost of electrical services associated with such lighting will be covered by the City of Montclair. Montclair Little League requested alarm fees be covered by the City of Montclair at Saratoga and Kingsley Park due to a drastic decline in sales from the snack bar. In 2015, the San Bernardino county health department classified these snack bars as prepackaged-only and as a result, they do not bring in as much revenue as limited- and full-prep snack bars. Snack bar sales are vital as they are used to fund League activities.

The League contracts include cleaning expectations and requirements. The League is also responsible to provide a deposit of \$300 for a cleaning fee if needed during the contract period.

FISCAL IMPACT: Approval of the proposed Agreements would incur a cost to the City of Montclair of approximately \$13,000 total in lighting and alarm fees. Maintenance costs for the fields are incorporated in the Fiscal Year 2019-20 Budget. The terms of proposed Agreement Nos. 20-01, 20-02, 20-03, and 20-04 with Montclair Little League, Golden Girls Softball League, and All Cities Youth Baseball are January 13, 2020, through August 31, 2020.

RECOMMENDATION: Staff recommends the City Council approve Agreement Nos. 20-01, 20-02, 20-03, and 20-04 with Montclair Little League, Golden Girls Softball League, and All Cities Youth Baseball for use of ball field facilities at Vernon, Essex, Kingsley, and Saratoga Parks.

**AGREEMENT NO. 20-01
WITH MONTCLAIR LITTLE LEAGUE
FOR USE OF SARATOGA PARK**

THIS AGREEMENT is made and entered into by and between the City of Montclair, hereinafter called "CITY," and Montclair Little League, hereinafter called "LEAGUE." This Agreement is contingent upon the LEAGUE fulfilling its prior contract's financial obligations and paying any and all outstanding invoices owed to the CITY. Use of any and all facilities listed herein may not be used until all fees have been paid.

WITNESSETH:

WHEREAS, CITY presently has baseball fields in Saratoga Park (two northern and two southern fields) generally located at the southwest corner of Vernon Avenue and Kingsley Street, Montclair, California, and

WHEREAS, said Park has been developed to provide areas for youth sports, on which premises LEAGUE desires to use for Little League baseball (including the Challenger Division for children with disabilities) activities at such times and hours set forth in Section 1(aa). The term of this Agreement is for January 13, 2020, through August 31, 2020.

SECTION 1: LEAGUE hereby agrees as follows:

- a. Not to use the premises for any other purpose, except as above indicated.
- b. Not to sublet the field.
- c. Not to make any improvements or alterations on said premises.
- d. Not to charge for parking of vehicles in the parking lots located within CITY facilities and not to park in the fields or walkways.
- e. Not to erect any barriers or fences of any kind unless approved by CITY.
- f. Not to use herbicides at the park for any purpose.
- g. Not to disconnect or make changes to existing phone line account.
- h. Not to allow hitting balls into the chain link fences for batting practice.
- i. To provide the CITY with a written list of all items to be stored in park buildings. No items should be stored in rest room facilities, except rest room supplies. Any items found to be stored in buildings without prior written authorization from the CITY will be removed by city crews with or without prior notice to LEAGUE. Any cost incurred by the CITY by removing, storing, or disposal of said property shall be the responsibility of LEAGUE.
- j. To provide a special parking area for participants in the Challenger Division, at the times of their games, by cordoning off the southeast portion of the

parking lot; to provide the equipment and personnel needed to set up the special parking area; to see that all equipment is removed and properly stored after each use; to provide personnel to monitor the cordoned off area during its use.

- k. To maintain restroom facilities and to furnish all supplies for each well-maintained restroom. To police the entire premises after each day's use and pick up all paper, trash, and other debris that may have accumulated, and leave the premises in a condition deemed acceptable to CITY. This work shall be completed within two hours after an activity has ended. If the premises are not maintained as stated a contracted cleaning agency will be hired by the CITY and the LEAGUE will be responsible for all fees related to the service.
- l. To maintain all equipment and appliances within the snack bar and snack bar building at all times. To clean all sinks, grills, screens, exhaust hoods, mop all floors and clean countertops and utensils after each day's use and leave the snack bar in a condition deemed acceptable to CITY. The snack bar area should not be used for storage of any materials not pertaining to food items used for snack bar operations.
- m. To maintain Meeting Room located on the second floor by emptying trash and vacuuming carpet from facility after each day's use and maintain in a condition deemed acceptable to CITY. This room is not to be used for storage (*e.g.* field equipment and baseball equipment). Storage for baseball equipment is located in the facility on the southern section of baseball fields.
- n. To ensure when a barbecue is used (permit required by Department of Public Health), it is set up a minimum of ten feet away from any structure and LEAGUE must provide one fire extinguisher for each barbecue being used. All safety and health regulations set forth by the County of San Bernardino Department of Public Health must be followed. LEAGUE must also ensure that a drip pan be used and ensure barbecue has completely cooled down before returning to storage in any CITY structure.
- o. To deposit, with the CITY representative, the sum of Three Hundred Dollars (\$300) as a refundable cleaning deposit to ensure the proper care and cleanup of the snack bar, restrooms, meeting areas, towers, and equipment therein. At the end of the playing season, an inspection shall be conducted by CITY and LEAGUE representatives to ensure that all areas and CITY-owned equipment have been properly cared for, maintained and cleaned. All non-CITY-owned equipment, with exception of refrigerators, freezers, and ice machines shall be removed from snack bar areas. Refrigerators, freezers, and ice machines owned by LEAGUE shall be cleaned out, doors left open, and electrical turned off. Any food items left in the refrigerators and/or freezers will be discarded by the CITY. Ice machines owned by CITY shall be cleaned out, serviced, and maintained by CITY.
- p. To conform to all safety and health regulations set forth by the County of San Bernardino Department of Public Health and register your snack bar as

Pre-packaged. Maintain all CITY-installed facilities and equipment in their original condition. Failure to comply with these requirements will result in a breach of this Agreement and the loss of the use of the premises.

- q. To follow proper call-out procedures in an emergency (an urgent need for assistance or some type of immediate action) by using only telephone numbers issued for this purpose. A Contact List containing the emergency telephone numbers is attached.
- r. LEAGUE agrees to assist CITY in keeping order in the park area and to provide responsible supervision as may be necessary to prevent vandalism or malicious mischief to the property including graffiti removal on buildings within 24 hours of notification, contact Graffiti Abatement Hotline at 625-9429 and report vandalism immediately to the Public Works Department at 625-9480. LEAGUE will not attempt to remove Graffiti or make repairs to building. LEAGUE shall furnish and supply personnel to conduct and supervise LEAGUE activities on the premises.
- s. If LEAGUE elects to use lights for activities conducted after dark, the CITY will provide electrical services associated with lights at no charge to the LEAGUE.
- t. To deposit, with the CITY representative, the sum of Five Hundred Dollars (\$500) as a security deposit, to ensure the proper and prompt payment of alarm fees, electrical services for elected use of lights, or any incurred damages to facilities associated with the LEAGUE. In the event all invoices or potential damages are paid by the end of this Agreement term, the deposit will be refunded.
- u. To provide the CITY representative with a list of the Board of Directors, including names, addresses, and telephone numbers.
- v. To provide CITY with participant rosters, practice and game schedules. Also, sixty percent of league participants must live in Montclair and provide verification such as registration forms.
- w. To provide CITY with financial statements upon request for audit purposes.
- x. To designate one individual as the LEAGUE's representative to work with the CITY's representative.
- y. This Agreement is subject to the terms and conditions of any master lease CITY may have with another public agency, of which LEAGUE had knowledge.
- aa. It is agreed that LEAGUE may use said baseball fields from January 13, 2020, through August 31, 2020, Mondays through Fridays generally commencing at 4:00 p.m. and Saturdays, generally commencing at 8:00 a.m. No activities will be conducted past 9:45 p.m.

- bb. PUBLIC LIABILITY AND PROPERTY DAMAGE: Throughout the term of this Agreement, at LEAGUE's sole cost and expense, LEAGUE shall keep, or cause to be kept, in full force and effect, for the mutual benefit of CITY and LEAGUE, comprehensive, broad form, general public liability insurance against claims and liabilities for personal injury, death, or property providing proof of at least One Million Dollars (\$1,000,000) for bodily injury or death to any one person or for any one accident or occurrence, and at least Three Hundred Thousand Dollars (\$300,000) for property damage. All insurance required by this Agreement shall be carried only by responsible insurance companies duly admitted to transact business in the State of California and shall name as additional insured the CITY, its elected officials, officers, employees, and agents. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer and the insured waive the right of subrogation against CITY and CITY's elected officials, officers, employees, and agents; (2) the policies are primary and non contributing with any insurance that may be carried by CITY; and (3) they cannot be canceled or materially changed except after thirty (30) days' notice, in writing, by the insurer to CITY by certified mail. LEAGUE shall furnish CITY with copies of such policies promptly upon receipt of them or certificate(s) evidencing the insurance.
- cc. INDEMNIFICATION: LEAGUE shall defend, indemnify and save harmless CITY, its elected and appointed officials, officers, agents, and employees from all liability from loss, damage, or injury to persons or property including the payment by LEAGUE of any and all legal costs and attorneys' fees in any manner arising out of any negligent or intentional or willful acts or omissions of the LEAGUE in the activities, use, or occupancy of the PREMISES including, but not limited to, all consequential damages to the maximum extent permitted by law.
- dd. It is understood and agreed that there is no relationship of employer-employee for Workers' Compensation purposes between CITY and any person connected with the LEAGUE, unless such person is otherwise regularly employed by and conducting official business of CITY.
- ee. To conduct all operations in compliance with the Americans with Disabilities Act.
- ff. LEAGUE shall provide CITY with at least two (2) weeks' notice for room reservations for use of CITY facilities for LEAGUE meetings.
- gg. LEAGUE may place banners up on weekdays and Saturdays, but they must be removed by the close of Saturday each week. Banners are not allowed to stay up on Sundays. Banners must be no greater than 3 feet by 5 feet. Banners will be attached to outfield chain link fence using clip on rings. Banner clearance from turf is a minimum of 2 inches. The City will determine if a banner is past its useful life due to sun fade, rips, graffiti, etc., and will notify LEAGUE of said issue. LEAGUE will have 24 hours to remove said banner. The CITY has the right to remove and dispose of any banner that is not displayed following the above mentioned procedures.

- hh. LEAGUE may place shade cloth as necessary to dug outs on weekdays and Saturdays, but they must be removed by the close of Saturday each week. Shade cloth is not allowed to stay up on Sundays. Shade cloth must be no greater than what may be required to provide adequate coverage over dug outs. Shade cloth will be attached to dug out structure using clip on rings. The City will determine if a shade cloth is past its useful life due to sun fade, rips, graffiti, etc. and will notify LEAGUE of said issue. LEAGUE will have 24 hours to remove said shade cloth. The CITY has the right to remove and dispose of any shade cloth that is not displayed following the above mentioned procedures. If LEAGUE does not remove or replace shade cloth as requested by CITY within 24 hours, CITY may prohibit use of fields and snack bar facilities to LEAGUE until request has been met.
- ii. Locks are issued by the City to secure areas of the park and have access to those areas such as snack bar shutters for maintenance. If locks are needed to replace a lost or damaged lock contact the City immediately. The League at no time shall use personal locks to secure any area. If a personal lock is found the League will be notified and will have 24 hours to remove it. If not removed the City will remove it by any means necessary and the City will not be held responsible for the League's lock.

SECTION 2: CITY hereby agrees as follows:

- a. To maintain the periphery of the premises, including shrubs and trees, and mow all grass on a year-round basis.
- b. To pay for all water used on premises.
- c. To have full control over watering the entire premises. LEAGUE shall not adjust or readjust or otherwise change the sprinkler system or water control facilities.
- d. To provide emergency call-out telephone numbers for use by LEAGUE. A Contact List containing the emergency telephone numbers is attached.
- e. To provide to LEAGUE, inventory list of equipment in snack bar and meeting areas; to provide inspection of those areas and equipment at the end of the agreement period.
- f. To refund, at the end of the agreement period and upon approval of the Director of Human Services, LEAGUE's cleaning deposit.
- g. To designate a CITY representative to work with LEAGUE on all non-maintenance issues relating to the use of CITY facilities.
- h. To provide alarm service at no charge to LEAGUE.

NOW, THEREFORE, if any terms of this Agreement are not complied with, the Agreement will become null and void and the LEAGUE will be refused use of CITY facilities.

APPROVED AND ADOPTED this _____ day of _____, 2020.

LEAGUE:

CITY:

MONTCLAIR LITTLE LEAGUE

CITY OF MONTCLAIR

President

Javier John Dutrey
Mayor

Secretary

ATTEST:

Andrea M. Phillips
City Clerk

**CITY OF MONTCLAIR
CONTACT LIST FOR SPORTS LEAGUES
JANUARY-AUGUST 2020**

Issue	Department/Position	Contact
After Hours Emergency	Montclair Police Dept.	(909) 621-4771
Sports League Administration	Human Services Dept. Sports League Liaison	Fernando Saltos
Building Maintenance	Public Works Superintendent	Xavier Mendez
Grounds Maintenance	Public Works Superintendent	Xavier Mendez
Vandalism	Public Works Dept.	(909) 625-9480
Graffiti Removal	Graffiti Abatement Hotline	(909) 625-9429
Secondary Contact for Xavier Mendez	Assistant Public Works Superintendent	Jim Diaz

Public Works Department

Contact:

Xavier Mendez

Public Works Superintendent
Phone: (909) 625-9467
Cell: (909) 721-1755

Secondary Contact:

Jim Diaz

Assistant Public Works Superintendent
Phone: (909) 625-9466

Human Services Department

Contact:

Fernando Saltos

Sports League Liaison
Phone: (909) 621-4771

**AGREEMENT NO. 20-02
WITH MONTCLAIR LITTLE LEAGUE
FOR USE OF KINGSLEY PARK**

THIS AGREEMENT is made and entered into by and between the City of Montclair, hereinafter called "CITY," and Montclair Little League, hereinafter called "LEAGUE." This Agreement is contingent upon the LEAGUE fulfilling its prior contract's financial obligations and paying any and all outstanding invoices owed to the CITY. Use of any and all facilities listed herein may not be used until all fees have been paid.

WITNESSETH:

WHEREAS, CITY presently has a baseball field generally located at the northwest end of Kingsley Elementary School at Benson Avenue and Kingsley Street, Montclair, California, and

WHEREAS, said Park has been developed to provide areas for youth sports, on which premises LEAGUE desires to use for Junior/Senior Little League baseball activities at such times and hours set forth in Section 1(y). The term of this Agreement is for January 13, 2020 through August 31, 2020.

SECTION 1: LEAGUE hereby agrees as follows:

- a. Not to use the premises for any other purpose, except as above indicated.
- b. Not to sublet the field.
- c. Not to make any improvements or alterations on said premises.
- d. Not to charge for parking of vehicles in the parking lots located within CITY facilities and not to park in the fields or walkways.
- e. Not to erect any barriers or fences of any kind unless approved by CITY.
- f. Not to use herbicides at the park for any purpose.
- g. Not to disconnect or make changes to existing phone line account.
- h. Not to allow hitting balls into the chain link fences for batting practice.
- i. To provide the CITY with a written list of all items to be stored in park buildings. No items should be stored in rest room facilities, except rest room supplies. Any items found to be stored in buildings without prior written authorization from the CITY will be removed by city crews with or without prior notice to LEAGUE. Any cost incurred by the CITY by removing, storing, or disposal of said property shall be the responsibility of LEAGUE.
- j. To maintain restroom facilities and to furnish all supplies for each well-maintained restroom. To police the entire premises after each day's use and pick up all paper, trash, and other debris that may have accumulated, and

leave the premises in a condition deemed acceptable to CITY. This work shall be completed within two hours after an activity has ended. If the premises are not maintained as stated a contracted cleaning agency will be hired by the CITY and the LEAGUE will be responsible for all fees related to the service.

- k. To maintain all equipment and appliances within the snack bar and snack bar building at all times. To clean all sinks, grills, screens, exhaust hoods, mop all floors and clean countertops and utensils after each day's use and leave the snack bar in a condition deemed acceptable to CITY. The snack bar area should not be used for storage of any materials not pertaining to food items used for snack bar operations.
- l. To ensure when a barbecue is used (permit required by Department of Public Health), it is set up a minimum of ten feet away from any structure and LEAGUE must provide one fire extinguisher for each barbecue being used. All safety and health regulations set forth by the County of San Bernardino Department of Public Health must be followed. LEAGUE must also ensure that a drip pan be used and ensure barbecue has completely cooled down before returning to storage in any CITY structure.
- m. To deposit, with the CITY representative, the sum of Three Hundred Dollars (\$300) as a refundable cleaning deposit to ensure the proper care and cleanup of the snack bar, restrooms, meeting areas, towers, and equipment therein. At the end of the playing season, an inspection shall be conducted by CITY and LEAGUE representatives to ensure that all areas and CITY-owned equipment have been properly cared for, maintained and cleaned. All non-CITY-owned equipment, with exception of refrigerators, freezers, and ice machines shall be removed from snack bar areas. Refrigerators, freezers, and ice machines owned by LEAGUE shall be cleaned out, doors left open, and electrical turned off. Any food items left in the refrigerators and/or freezers will be discarded by the CITY. Ice machines owned by CITY shall be cleaned out, serviced, and maintained by CITY.
- n. To conform to all safety and health regulations set forth by the County of San Bernardino Department of Public Health and register your snack bar as Pre-packaged. Maintain all CITY-installed facilities and equipment in their original condition. Failure to comply with these requirements will result in a breach of this Agreement and the loss of the use of the premises.
- o. To follow proper call-out procedures in an emergency (an urgent need for assistance or some type of immediate action) by using only telephone numbers issued for this purpose. A Contact List containing the emergency telephone numbers is attached.
- p. LEAGUE agrees to assist CITY in keeping order in the park area and to provide responsible supervision as may be necessary to prevent vandalism or malicious mischief to the property including for graffiti removal on buildings within 24 hours of notification, contact Graffiti Abatement Hotline at 625-9429 and report vandalism immediately to the Public Works Department at

625-9480. LEAGUE will not attempt to remove Graffiti or make repairs to building. LEAGUE shall furnish and supply personnel to conduct and supervise LEAGUE activities on the premises.

- q. If LEAGUE elects to use lights for activities conducted after dark, the CITY will provide electrical services associated with lights at no charge to the LEAGUE.
- r. To deposit, with the CITY representative, the sum of Five Hundred Dollars (\$500) as a security deposit, to ensure the proper and prompt payment of alarm fees, electrical services for elected use of lights, or any incurred damages to facilities associated with the LEAGUE. In the event all invoices or potential damages are paid by the end of this Agreement term, the deposit will be refunded.
- s. To provide the CITY representative with a list of the Board of Directors including names, addresses, and telephone numbers.
- t. To provide CITY with participant rosters, practice and game schedules. Also, sixty percent of league participants must live in Montclair and provide verification such as registration forms.
- u. To provide CITY with financial statements upon request for audit purposes.
- v. To designate one individual as the LEAGUE's representative to work with the CITY's representative.
- w. This Agreement is subject to the terms and conditions of any master lease CITY may have with another public agency of which LEAGUE had knowledge.
- x. It is agreed that LEAGUE may use said baseball fields from January 13, 2020, through August 31, 2020, Mondays through Fridays generally commencing at 4:00 p.m. and Saturdays generally commencing at 8:00 a.m. contingent upon infield turf removal completed by CITY at the request of LEAGUE. No activities will be conducted past 9:45 p.m.
- y. PUBLIC LIABILITY AND PROPERTY DAMAGE: Throughout the term of this Agreement, at LEAGUE's sole cost and expense, LEAGUE shall keep, or cause to be kept in full force and effect for the mutual benefit of CITY and LEAGUE comprehensive, broad form, general public liability insurance against claims and liabilities for personal injury, death, or property providing proof of at least One Million Dollars (\$1,000,000) for bodily injury or death to any one person or for any one accident or occurrence and at least Three Hundred Thousand Dollars (\$300,000) for property damage. All insurance required by this Agreement shall be carried only by responsible insurance companies duly admitted to transact business in the State of California and shall name as additional insured the CITY, its elected officials, officers, employees, and

agents. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer and the insured waive the right of subrogation against CITY and CITY's elected officials, officers, employees, and agents; (2) the policies are primary and noncontributing with any insurance that may be carried by CITY; and (3) they cannot be canceled or materially changed except after thirty (30) days' notice in writing by the insurer to CITY by certified mail. LEAGUE shall furnish CITY with copies of such policies promptly upon receipt of them, or certificate(s) evidencing the insurance.

- z. INDEMNIFICATION: LEAGUE shall defend, indemnify, and save harmless CITY, its elected and appointed officials, officers, agents, and employees from all liability from loss, damage, or injury to persons or property including the payment by LEAGUE of any and all legal costs and attorneys' fees in any manner arising out of any negligent or intentional or willful acts or omissions of the LEAGUE in the activities, use, or occupancy of the PREMISES including, but not limited to, all consequential damages to the maximum extent permitted by law.
- aa. It is understood and agreed that there is no relationship of employer-employee for Workers' Compensation purposes between CITY and any person connected with the LEAGUE, unless such person is otherwise regularly employed by and conducting official business of CITY.
- bb. To conduct all operations in compliance with the Americans with Disabilities Act.
- cc. LEAGUE shall provide CITY with at least two (2) weeks' notice for room reservations for use of CITY facilities for LEAGUE meetings.
- dd. LEAGUE may place banners up on weekdays and Saturdays, but they must be removed by the close of Saturday each week. Banners are not allowed to stay up on Sundays. Banners must be no greater than 3'X 5'. Banners will be attached to outfield chain link fence using clip on rings. Banner clearance from turf is a minimum of 2". The City will determine if a banner is past its useful life due to sun fade, rips, graffiti, etc. and will notify LEAGUE of said issue. LEAGUE will have 24 hours to remove said banner. The CITY has the right to remove and dispose of any banner that is not displayed following the above mentioned procedures.
- ee. LEAGUE may place shade cloth as necessary to dug outs on weekdays and Saturdays, but they must be removed by the close of Saturday each week. Shade cloth is not allowed to stay up on Sundays. Shade cloth must be no greater than what may be required to provide adequate coverage over dug outs. Shade cloth will be attached to dug out structure using clip on rings. The City will determine if a shade cloth is past its useful life due to sun fade, rips, graffiti, etc. and will notify LEAGUE of said issue. LEAGUE will have 24 hours to remove said shade cloth. The CITY has the right to remove and dispose of any shade cloth that is not displayed following the above mentioned procedures. If LEAGUE does not remove or replace shade cloth

as requested by CITY within 24 hours, CITY may prohibit use of fields and snack bar facilities to LEAGUE until request has been met.

- ff. Locks are issued by the City to secure areas of the park and have access to those areas such as snack bar shutters for maintenance. If locks are needed to replace a lost or damaged lock contact the City immediately. The League at no time shall use personal locks to secure any area. If a personal lock is found the League will be notified and will have 24 hours to remove it. If not removed the City will remove it by any means necessary and the City will not be held responsible for the League's lock.

SECTION 2: CITY hereby agrees as follows:

- a. To maintain the periphery of the premises, including shrubs and trees, and mow all grass on a year-round basis.
- b. To pay for all water used on premises.
- c. To have full control over watering the entire premises. LEAGUE shall not adjust or readjust or otherwise change the sprinkler system or water control facilities.
- d. To provide emergency call-out telephone numbers for use by LEAGUE. A Contact List containing the emergency telephone numbers is attached.
- e. To provide to LEAGUE, inventory list of equipment in snack bar and meeting areas; to provide inspection of those areas and equipment at the end of the agreement period.
- f. To invoice LEAGUE monthly for the costs of separately metered field lighting related to use prior to regular season play.
- g. To refund, at the end of the agreement period and upon approval of the Director of Human Services, LEAGUE's cleaning deposit.
- h. To designate a CITY representative to work with LEAGUE on all non-maintenance issues relating to the use of CITY facilities.
- i. To provide alarm service at no charge to LEAGUE.

NOW, THEREFORE, if any terms of this Agreement are not complied with, the Agreement will become null and void and the LEAGUE will be refused use of CITY facilities.

APPROVED AND ADOPTED this _____ day of _____, 2020.

LEAGUE:

CITY:

MONTCLAIR LITTLE LEAGUE

CITY OF MONTCLAIR

President

Javier John Dutrey
Mayor

Secretary

ATTEST:

Andrea M. Phillips
City Clerk

**CITY OF MONTCLAIR
CONTACT LIST FOR SPORTS LEAGUES
JANUARY-AUGUST 2020**

Issue	Department/Position	Contact
After Hours Emergency	Montclair Police Dept.	(909) 621-4771
Sports League Administration	Human Services Dept. Sports League Liaison	Fernando Saltos
Building Maintenance	Public Works Superintendent	Xavier Mendez
Grounds Maintenance	Public Works Superintendent	Xavier Mendez
Vandalism	Public Works Dept.	(909) 625-9480
Graffiti Removal	Graffiti Abatement Hotline	(909) 625-9429
Secondary Contact for Xavier Mendez	Assistant Public Works Superintendent	Jim Diaz

Public Works Department

Contact:

Xavier Mendez

Public Works Superintendent
Phone: (909) 625-9467
Cell: (909) 721-1755

Secondary Contact:

Jim Diaz

Assistant Public Works Superintendent
Phone: (909) 625-9466

Human Services Department

Contact:

Fernando Saltos

Sports League Liaison
Phone: (909) 621-4771

**AGREEMENT NO. 20-03
WITH MONTCLAIR GOLDEN GIRLS SOFTBALL LEAGUE
FOR USE OF VERNON PARK**

THIS AGREEMENT is made and entered into by and between the City of Montclair, hereinafter called "CITY," and Montclair Golden Girls Softball League hereinafter called "LEAGUE."

WITNESSETH:

WHEREAS, CITY presently has softball fields (the east and west fields) generally located at the southeast corner of the Vernon Junior High School complex, south of the corner of Benson Avenue and San Bernardino Street, Montclair, California; and

WHEREAS, said Park has been developed to provide areas for youth sports, on which premises LEAGUE desires to use for girls softball activities at such times and hours set forth in Section 1(x). The term of this Agreement is for January 13, 2020, through August 31, 2020.

SECTION 1: LEAGUE hereby agrees as follows:

- a. Not to use the premises for any other purpose, except as above indicated.
- b. Not to permit practice sessions in the southeast quadrant of the field; to provide specific written notice to each coach and, in turn, obtain written confirmation from each coach.
- c. Not to sublet the field.
- d. Not to make any improvements or alterations on said premises.
- e. Not to charge for parking of vehicles in the parking lots located within CITY facilities and not to park in the fields or walkways.
- f. Not to erect any barriers or fences of any kind unless approved by CITY.
- g. Not to use herbicides at the park for any purpose.
- h. Not to disconnect or make changes to existing phone line account
- i. To provide the CITY with a written list of all items to be stored in park buildings. No items should be stored in rest room facilities, except rest room supplies. Any items found to be stored in buildings without prior written authorization from the CITY will be removed by city crews with or without prior notice to LEAGUE. Any cost incurred by the CITY by removing, storing, or disposal of said property shall be the responsibility of LEAGUE.
- j. To maintain restroom facilities and to furnish all supplies for each well-maintained restroom. To police the entire premises after each day's use and pick up all paper, trash, and other debris that may have accumulated, and

leave the premises in a condition deemed acceptable to CITY. This work shall be completed within two hours after an activity has ended. If the premises are not maintained as stated a contracted cleaning agency will be hired by the CITY and the LEAGUE will be responsible for all fees related to the service.

- k. To maintain all equipment and appliances within the snack bar and snack bar building at all times. To clean all sinks, grills, screens, exhaust hoods, mop all floors and clean countertops and utensils after each day's use and leave the snack bar in a condition deemed acceptable to CITY. The snack bar area should not be used for storage of any materials not pertaining to food items used for snack bar operations.
- l. To ensure when a barbecue is used (permit required by Department of Public Health), it is set up a minimum of ten feet away from any structure and LEAGUE must provide one fire extinguisher for each barbecue being used. All safety and health regulations set forth by the County of San Bernardino Department of Public Health must be followed. LEAGUE must also ensure that a drip pan be used and ensure barbecue has completely cooled down before returning to storage in any CITY structure.
- m. To deposit, with the CITY representative, the sum of Three Hundred Dollars (\$300) as a refundable cleaning deposit to ensure the proper care and cleanup of the snack bar, restrooms, meeting areas, towers, and equipment therein. At the end of the playing season, an inspection shall be conducted by CITY and LEAGUE representatives to ensure that all areas and CITY-owned equipment have been properly cared for, maintained and cleaned. All non-CITY-owned equipment, with exception of refrigerators, freezers, and ice machines shall be removed from snack bar areas. Refrigerators, freezers, and ice machines owned by LEAGUE shall be cleaned out, doors left open, and electrical turned off. Any food items left in the refrigerators and/or freezers will be discarded by the CITY. Ice machines owned by CITY shall be cleaned out, serviced, and maintained by CITY.
- n. To conform to all safety and health regulations set forth by the County of San Bernardino Department of Public Health and register your snackbar as Pre-packaged. Maintain all CITY-installed facilities and equipment in their original condition. Failure to comply with these requirements will result in a breach of this Agreement and the loss of the use of the premises.
- o. To be responsible for all costs as a result of lost or stolen keys.
- p. To follow proper call-out procedures in an emergency (an urgent need for assistance or some type of immediate action) by using only telephone numbers issued for this purpose. A Contact List containing the emergency telephone numbers is attached.
- q. LEAGUE agrees to assist CITY in keeping order in the park area and to provide responsible supervision as may be necessary to prevent vandalism or malicious mischief to the property including for graffiti removal on buildings

within 24 hours of notification, contact Graffiti Abatement Hotline at 625-9429 and report vandalism immediately to the Public Works DEPARTMENT at 625-9480. LEAGUE will not attempt to remove Graffiti or make repairs to building. LEAGUE shall furnish and supply personnel to conduct and supervise LEAGUE activities on the premises.

- r. If LEAGUE elects to use lights for activities conducted after dark, the CITY will provide electrical services associated with lights at no charge to the LEAGUE.
- s. To provide the CITY representative with a list of the Board of Directors, including names, addresses, and telephone numbers.
- t. To provide CITY with participant rosters, practice and game schedules. Also, sixty percent of league participants must live in Montclair and provide verification such as registration forms.
- u. To provide CITY with financial statements upon request for audit purposes.
- v. To designate one individual as the LEAGUE's representative to work with the CITY's representative.
- w. This Agreement is subject to the terms and conditions of any master lease CITY may have with another public agency, of which LEAGUE had knowledge.
- x. It is agreed that LEAGUE may use said baseball fields from January 13, 2020, through August 31, 2020, Mondays through Fridays generally commencing at 4:00 p.m. and Saturdays generally commencing at 8:00 a.m. No activities will be conducted past 9:45 p.m.
- y. PUBLIC LIABILITY AND PROPERTY DAMAGE: Throughout the term of this Agreement, at LEAGUE's sole cost and expense, LEAGUE shall keep, or cause to be kept, in full force and effect for the mutual benefit of CITY and LEAGUE comprehensive, broad form, general public liability insurance against claims and liabilities for personal injury, death, or property providing proof of at least One Million Dollars (\$1,000,000) for bodily injury or death to any one person or for any one accident or occurrence and at least Three Hundred Thousand Dollars (\$300,000) for property damage. All insurance required by this Agreement shall be carried only by responsible insurance companies duly admitted to transact business in the State of California and shall name as additional insured the CITY, its elected officials, officers, employees, and agents. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer and the insured waive the right of subrogation against CITY and CITY's elected officials, officers, employees, and agents; (2) the policies are primary and non contributing with any insurance that may be carried by CITY; and (3) they cannot be canceled or materially changed except after thirty (30) days' notice, in writing by the insurer to CITY by certified mail. LEAGUE shall furnish CITY with copies of such policies promptly upon receipt of them or certificate(s) evidencing the insurance.

- z. INDEMNIFICATION: LEAGUE shall defend, indemnify and save harmless CITY, its elected and appointed officials, officers, agents, and employees from all liability from loss, damage, or injury to persons or property including the payment by LEAGUE of any and all legal costs and attorneys' fees in any manner arising out of any negligent or intentional or willful acts or omissions of the LEAGUE in the activities, use, or occupancy of the PREMISES including, but not limited to, all consequential damages, to the maximum extent permitted by law.
- aa. It is understood and agreed that there is no relationship of employer-employee for Workers' Compensation purposes between CITY and any person connected with the LEAGUE, unless such person is otherwise regularly employed by and conducting official business of CITY.
- bb. To conduct all operations in compliance with the Americans with Disabilities Act.
- cc. LEAGUE shall provide CITY with at least two (2) weeks' notice for room reservations for use of CITY facilities for LEAGUE meetings.
- dd. LEAGUE may place banners up on weekdays and Saturdays, but they must be removed by the close of Saturday each week. Banners are not allowed to stay up on Sundays. Banners must be no greater than 3'X 5'. Banners will be attached to outfield chain link fence using clip on rings. Banner clearance from turf is a minimum of 2". The City will determine if a banner is past its useful life due to sun fade, rips, graffiti, etc. and will notify LEAGUE of said issue. LEAGUE will have 24 hours to remove said banner. The CITY has the right to remove and dispose of any banner that is not displayed following the above mentioned procedures.
- ee. LEAGUE may place shade cloth as necessary to dug outs on weekdays and Saturdays, but they must be removed by the close of Saturday each week. Shade cloth is not allowed to stay up on Sundays. Shade cloth must be no greater than what may be required to provide adequate coverage over dug outs. Shade cloth will be attached to dug out structure using clip on rings. The City will determine if a shade cloth is past its useful life due to sun fade, rips, graffiti, etc. and will notify LEAGUE of said issue. LEAGUE will have 24 hours to remove said shade cloth. The CITY has the right to remove and dispose of any shade cloth that is not displayed following the above mentioned procedures. If LEAGUE does not remove or replace shade cloth as requested by CITY within 24 hours, CITY may prohibit use of fields and snack bar facilities to LEAGUE until request has been met.
- ff. Locks are issued by the City to secure areas of the park and have access to those areas such as snack bar shutters for maintenance. If locks are needed to replace a lost or damaged lock contact the City immediately. The League at no time shall use personal locks to secure any area. If a personal lock is found the League will be notified and will have 24 hours to remove it. If not removed the City will remove it by any means necessary and the City will not be held responsible for the League's lock.

SECTION 2: CITY hereby agrees as follows:

- a. To maintain the periphery of the premises, including shrubs and trees, and mow all grass on a year-round basis.
- b. To pay for all water used on premises.
- c. To have full control over watering the entire premises. LEAGUE shall not adjust or readjust or otherwise change the sprinkler system or water control facilities.
- d. To provide emergency call-out telephone numbers for use by LEAGUE. A Contact List containing the emergency telephone numbers is attached.
- e. To refund, at the end of the agreement period and upon approval of the Director, LEAGUE's cleaning deposit.
- f. To designate a CITY representative to work with LEAGUE on all non-maintenance issues relating to the use of CITY facilities.

NOW, THEREFORE, if any terms of this Agreement are not complied with, the Agreement will become null and void and the LEAGUE will be refused use of CITY facilities.

APPROVED AND ADOPTED this _____ day of _____, 2020.

LEAGUE:

CITY:

GOLDEN GIRLS SOFTBALL

CITY OF MONTCLAIR

President

Javier John Dutrey
Mayor

Secretary

ATTEST:

Andrea M. Phillips
City Clerk

**CITY OF MONTCLAIR
CONTACT LIST FOR SPORTS LEAGUES
JANUARY-AUGUST 2020**

Issue	Department/Position	Contact
After Hours Emergency	Montclair Police Dept.	(909) 621-4771
Sports League Administration	Human Services Dept. Sports League Liaison	Fernando Saltos
Building Maintenance	Public Works Superintendent	Xavier Mendez
Grounds Maintenance	Public Works Superintendent	Xavier Mendez
Vandalism	Public Works Dept.	(909) 625-9480
Graffiti Removal	Graffiti Abatement Hotline	(909) 625-9429
Secondary Contact for Xavier Mendez	Assistant Public Works Superintendent	Jim Diaz

Public Works Department

Contact:

Xavier Mendez

Public Works Superintendent
Phone: (909) 625-9467
Cell: (909) 721-1755

Secondary Contact:

Jim Diaz

Assistant Public Works Superintendent
Phone: (909) 625-9466

Human Services Department

Contact:

Fernando Saltos

Sports League Liaison
Phone: (909) 621-4771

**AGREEMENT NO. 20-04
WITH ALL CITIES YOUTH BASEBALL
FOR USE OF ESSEX PARK**

THIS AGREEMENT is made and entered into by and between the City of Montclair, hereinafter called "CITY," and All Cities Youth Baseball (ACYB), hereinafter called "ACYB."

WITNESSETH:

WHEREAS, CITY presently has a baseball field at Essex Park generally located at the southwest corner of Howard Street and Essex Avenue, adjacent to and directly east of Ramona Elementary School, Montclair, California, and

WHEREAS, said Park has been developed to provide areas for youth sports, on which premises ACYB desires to use for Youth Baseball activities at such times and hours set forth in Section 1(w). The term of this Agreement is for January 13, 2020, through August 31, 2020.

SECTION 1: ACYB, a 501c(3), hereby agrees as follows:

- a. Not to use the premises for any other purpose, except as above indicated.
- b. Not to sublet the field.
- c. Not to make any improvements or alterations on said premises.
- d. Not to charge for parking of vehicles in the parking lots located within CITY facilities.
- e. Not to erect any barriers or fences of any kind unless approved by CITY.
- f. Not to use herbicides at the park for any purpose.
- g. Not to disconnect or make changes to existing phone line account.
- h. Not to allow hitting balls into the chain-link fences for batting practice.
- i. To provide the CITY with a written list of all items to be stored in park buildings. No items should be stored in rest room facilities, except rest room supplies. Any items found to be stored in buildings without prior written authorization from the CITY will be removed by city crews with or without prior notice to ACYB. Any cost incurred by the CITY by removing, storing, or disposal of said property shall be the responsibility of ACYB.
- j. To maintain restroom facilities and to furnish all supplies for each well-maintained restroom. To police the entire premises after each day's use and pick up all paper, trash, and other debris that may have accumulated, and leave the premises in a condition deemed acceptable to CITY. This work shall be completed within two hours after an activity has ended. If the premises are not maintained as stated a contracted cleaning agency will be hired by the CITY and the LEAGUE will be responsible for all fees related to the service.

- k. To maintain all equipment and appliances within the snack bar and snack bar building at all times. To clean all sinks, grills, screens, exhaust hoods, mop all floors and clean countertops and utensils after each day's use and leave the snack bar in a condition deemed acceptable to CITY. The snack bar area should not be used for storage of any materials not pertaining to food items used for snack bar operations.
- l. To ensure when a barbecue is used (permit required by Department of Public Health), it is set up a minimum of ten feet away from any structure and LEAGUE must provide one fire extinguisher for each barbecue being used. All safety and health regulations set forth by the County of San Bernardino Department of Public Health must be followed. LEAGUE must also ensure that a drip pan be used and ensure barbecue has completely cooled down before returning to storage in any CITY structure.
- m. To deposit, with the CITY representative, the sum of Three Hundred Dollars (\$300) as a refundable cleaning deposit to ensure the proper care and cleanup of the snack bar, restrooms, meeting areas, towers, and equipment therein. At the end of the playing season, an inspection shall be conducted by CITY and LEAGUE representatives to ensure that all areas and CITY-owned equipment have been properly cared for, maintained and cleaned. All non-CITY-owned equipment, with exception of refrigerators, freezers, and ice machines shall be removed from snack bar areas. Refrigerators, freezers, and ice machines owned by LEAGUE shall be cleaned out, doors left open, and electrical turned off. Any food items left in the refrigerators and/or freezers will be discarded by the CITY. Ice machines owned by CITY shall be cleaned out, serviced, and maintained by CITY.
- n. To conform to all safety and health regulations set forth by the County of San Bernardino Department of Public Health and register your snack bar as Pre-packaged. Maintain all CITY-installed facilities and equipment in their original condition. Failure to comply with these requirements will result in a breach of this Agreement and the loss of the use of the premises.
- o. To be responsible for all costs as a result of lost or stolen keys.
- p. To follow proper call-out procedures in an emergency (an urgent need for assistance or some type of immediate action) by using only telephone numbers issued for this purpose. A Contact List containing the emergency telephone numbers is attached.
- q. ACYB agrees to assist CITY in keeping order in the park area and to provide responsible supervision as may be necessary to prevent vandalism or malicious mischief to the property including for graffiti removal on buildings within 24 hours of notification, contact Graffiti Abatement Hotline at 625-9429 and report vandalism immediately to the Public Works Department at 625-9480. ACYB will not attempt to remove Graffiti or make repairs to building. ACYB shall furnish and supply personnel to conduct and supervise ACYB activities on the premises.
- r. To provide the CITY representative with a list of the Board of Directors including names, addresses, and telephone numbers.

- s. To provide CITY with participant rosters, practice and game schedules. Also, sixty percent of league participants must live in Montclair and provide verification such as registration forms.
- t. To provide CITY with financial statements upon request for audit purposes.
- u. To designate one individual as the ACYB's representative to work with the CITY's representative.
- v. This Agreement is subject to the terms and conditions of any master lease CITY may have with another public agency of which ACYB had knowledge.
- w. It is agreed that ACYB may use said baseball fields from January 13, 2020, through August 31, 2020, Mondays through Fridays generally commencing at 4:00 p.m. and Saturdays generally commencing at 8:00 a.m. No activities will be conducted past daylight hours.
- x. PUBLIC LIABILITY AND PROPERTY DAMAGE: Throughout the term of this Agreement, at ACYB's sole cost and expense, ACYB shall keep, or cause to be kept, in full force and effect for the mutual benefit of CITY and ACYB comprehensive, broad form, general public liability insurance against claims and liabilities for personal injury, death, or property providing proof of at least One Million Dollars (\$1,000,000) for bodily injury or death to any one person or for any one accident or occurrence and at least Three Hundred Thousand Dollars (\$300,000) for property damage. All insurance required by this Agreement shall be carried only by responsible insurance companies duly admitted to transact business in the State of California and shall name as additional insured the CITY, its elected officials, officers, employees, and agents. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer and the insured waive the right of subrogation against CITY and CITY's elected officials, officers, employees, and agents; (2) the policies are primary and noncontributing with any insurance that may be carried by CITY; and (3) they cannot be canceled or materially changed except after thirty (30) days' notice, in writing, by the insurer to CITY by certified mail. ACYB shall furnish CITY with copies of such policies promptly upon receipt of them or certificate(s) evidencing the insurance.
- y. INDEMNIFICATION: ACYB shall defend, indemnify, and save harmless CITY, its elected and appointed officials, officers, agents, and employees from all liability from loss, damage, or injury to persons or property including the payment by ACYB of any and all legal costs and attorneys' fees in any manner arising out of any negligent or intentional or willful acts or omissions of the ACYB in the activities, use, or occupancy of the PREMISES including, but not limited to, all consequential damages to the maximum extent permitted by law.
- z. It is understood and agreed that there is no relationship of employer-employee for Workers' Compensation purposes between CITY and any person connected with ACYB, unless such person is otherwise regularly employed by and conducting official business of CITY.
- aa. To conduct all operations in compliance with the Americans with Disabilities Act.

- bb. ACYB shall provide CITY with at least two (2) weeks' notice for room reservations for use of CITY facilities for ACYB meetings.
- cc. LEAGUE may place banners up on weekdays and Saturdays, but they must be removed by the close of Saturday each week. Banners are not allowed to stay up on Sundays. Banners must be no greater than 3'X 5'. Banners will be attached to outfield chain link fence using clip on rings. Banner clearance from turf is a minimum of 2". The City will determine if a banner is past its useful life due to sun fade, rips, graffiti, etc. and will notify LEAGUE of said issue. LEAGUE will have 24 hours to remove said banner. The CITY has the right to remove and dispose of any banner that is not displayed following the above mentioned procedures.
- dd. LEAGUE may place shade cloth as necessary to dug outs on weekdays and Saturdays, but they must be removed by the close of Saturday each week. Shade cloth is not allowed to stay up on Sundays. Shade cloth must be no greater than what may be required to provide adequate coverage over dug outs. Shade cloth will be attached to dug out structure using clip on rings. The City will determine if a shade cloth is past its useful life due to sun fade, rips, graffiti, etc. and will notify LEAGUE of said issue. LEAGUE will have 24 hours to remove said shade cloth. The CITY has the right to remove and dispose of any shade cloth that is not displayed following the above mentioned procedures. If LEAGUE does not remove or replace shade cloth as requested by CITY within 24 hours, CITY may prohibit use of fields and snack bar facilities to LEAGUE until request has been met.
- ee. Locks are issued by the City to secure areas of the park and have access to those areas such as snack bar shutters for maintenance. If locks are needed to replace a lost or damaged lock contact the City immediately. The League at no time shall use personal locks to secure any area. If a personal lock is found the League will be notified and will have 24 hours to remove it. If not removed the City will remove it by any means necessary and the City will not be held responsible for the League's lock.

SECTION 2: CITY hereby agrees as follows:

- a. To maintain the periphery of the premises, including shrubs and trees, and mow all grass on a year-round basis.
- b. To pay for all water used on premises.
- c. To have full control over watering the entire premises. ACYB shall not adjust or readjust or otherwise change the sprinkler system or water control facilities.
- d. To provide emergency call-out telephone numbers for use by ACYB. A Contact List containing the emergency telephone numbers is attached.
- e. To refund, at the end of the agreement period and upon approval of the Director of Human Services, ACYB's cleaning deposit.

- f. To provide to ACYB, inventory list of equipment in snack bar and meeting areas; to provide inspection of those areas and equipment at the end of the agreement period.
- g. To designate a CITY representative to work with ACYB on all non-maintenance issues relating to the use of CITY facilities.

NOW, THEREFORE, if any terms of this Agreement are not complied with, the Agreement will become null and void and ACYB will be refused use of CITY facilities.

APPROVED AND ADOPTED this _____ day of _____, 2020.

LEAGUE:
ALL CITIES YOUTH BASEBALL

CITY:
CITY OF MONTCLAIR

President

Javier John Dutrey
Mayor

Secretary

ATTEST:

Andrea M. Phillips

City Clerk

**CITY OF MONTCLAIR
CONTACT LIST FOR SPORTS LEAGUES
JANUARY-AUGUST 2020**

Issue	Department/Position	Contact
After Hours Emergency	Montclair Police Dept.	(909) 621-4771
Sports League Administration	Human Services Dept. Sports League Liaison	Fernando Saltos
Building Maintenance	Public Works Superintendent	Xavier Mendez
Grounds Maintenance	Public Works Superintendent	Xavier Mendez
Vandalism	Public Works Dept.	(909) 625-9480
Graffiti Removal	Graffiti Abatement Hotline	(909) 625-9429
Secondary Contact for Xavier Mendez	Assistant Public Works Superintendent	Jim Diaz

Public Works Department

Contact:

Xavier Mendez

Public Works Superintendent
Phone: (909) 625-9467
Cell: (909) 721-1755

Secondary Contact:

Jim Diaz

Assistant Public Works Superintendent
Phone: (909) 625-9466

Human Services Department

Contact:

Fernando Saltos

Sports League Liaison
Phone: (909) 621-4771



CITY COUNCIL AGENDA REPORT

DATE: JANUARY 21, 2020 **FILE I.D.:** LEG150
SECTION: CONSENT - AGREEMENTS **DEPT.:** ADMIN. SVCS. - PERSONNEL
ITEM NO.: 3 **PREPARER:** J. HAMILTON

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 20-07 WITH COLANTUONO, HIGHSMITH, WHATLEY, PC, TO PROVIDE LEGAL AND CONSULTING SERVICES RELATED TO LITIGATION INVOLVING TRANSPORTATION- AND TRANSIT-RELATED ISSUES, PROPOSITION 64 COMPLIANCE, MUNICIPAL TAX AND FINANCE, ELECTION- AND BALLOT-RELATED MATTERS, AND MISCELLANEOUS SPECIAL COUNSEL PROJECTS

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 20-07 with the law firm of Colantuono, Highsmith, Whatley, PC, to provide legal and consulting services related to litigation involving transportation- and transit-related issues, Proposition 64 compliance, municipal tax and finance, election- and ballot-related matters, and miscellaneous special counsel projects.

A copy of proposed Agreement No. 20-07 is attached for the City Council's review and consideration.

BACKGROUND: The City of Montclair has used legal services from various law firms for purposes of various litigation matters, which include transportation- and transit-related issues, Proposition 64 compliance, municipal tax and finance, election- and ballot-related matters, and miscellaneous special counsel projects. Mr. Michael G. Colantuono has represented the City of Montclair on a variety of related matters for 20+ years. His competent and high-quality representation has provided favorable and successful outcomes for the City at a reasonable cost. The City of Montclair wishes to continue its professional relationship with Mr. Colantuono and qualified members of his law firm, Colantuono, Highsmith, Whatley, PC, to represent its interests.

City Attorney Diane Robbins consulted with Mr. Colantuono regarding the scope of services sought and to develop a contract for the law firm of Colantuono, Highsmith, Whatley, PC, to provide legal and consulting services to the City of Montclair. The proposed hourly rates are competitive with the hourly rates of other law firms used by the City for legal and consulting services.

FISCAL IMPACT: The proposed fees for the subject legal services are contained in proposed Agreement No. 20-07 and summarized below:

Proposed Hourly Rates

Attorney (advisory)	\$350
Attorney (litigation)	\$375
Paralegals	\$170
Legal Assistants	\$135

The City will pay for all reasonable and necessary expenses incurred by the firm such as travel, long distance telephone calls, filing fees, photocopying, computerized legal research outside the scope of the firm's Westlaw contract, mailing fees, messenger services, parking, etc.

Since these services are used on an as-needed basis, the exact fiscal impact is currently unknown. Funds for attorney services are currently included in the Fiscal Year 2019-2020 Budget.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 20-07 to retain the law firm of Colantuono, Highsmith, Whatley, PC, to provide legal and consulting services related to litigation involving transportation- and transit-related issues, Proposition 64 compliance, municipal tax and finance, election- and ballot-related matters, and miscellaneous special counsel projects.

790 E. Colorado Boulevard, Suite 850
Pasadena, CA 91101-2109
Voice (213) 542-5700
Fax (213) 542-5710

COLANTUONO
HIGHSMITH
WHATLEY, PC

Michael G. Colantuono
(530) 432-7359
MColantuono@chwlaw.us

December 19, 2019

VIA ELECTRONIC MAIL

Diane E. Robbins, City Attorney
City of Montclair
Robbins & Holdaway
201 West "F" Street
Ontario, CA 91762-3203

**Re: Representation of City of Montclair re Miscellaneous Special Counsel
Projects**

Dear Diane:

As you asked, I write to propose the terms under which we agree to represent City of Montclair ("you" or the "City") by advising you and the City on various special counsel matters you may refer us within our areas of municipal law expertise. We have no current tasks for you; if we can assist on something, let us know. Colantuono, Highsmith & Whatley, PC and all of its professionals are very pleased to have the opportunity to represent you.

This letter sets forth the basis upon which our firm will provide legal services to you and bill you for services and costs. The firm maintains a conflict of interest index which lists all clients of our firm and matters in which we represent them. We will not represent any party with an interest that may be adverse to an indexed person without first determining if a professional conflict of interest would arise. We propose to index the following with respect to this matter:

Client-Affiliated Parties:

City of Montclair

Adverse Parties:

None.

Diane E. Robbins
Montclair City Attorney
December 19, 2019
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Please let me know if any of these names are incorrect or if there are other parties with an interest in this matter that we should list such as, for example, those with interests adverse to the City's on a project you have in mind for us. Unless we hear from you to the contrary, we will assume that the above listing is accurate and complete.

We have reviewed our files and our conflicts index and have no other client relationships which would interfere with our ability to represent you in this matter. As you know, we have represented the City in the past.

As we have discussed, the nature of the matter makes it impossible for us to precisely estimate the fees you may incur. You will receive monthly statements informing you of the fees and costs incurred during the prior month. We will, of course, do our best to represent you efficiently and without undue expense.

Please make payments payable to Colantuono, Highsmith & Whatley, PC directly to our Grass Valley office at:

Colantuono, Highsmith & Whatley, PC
420 Sierra College Drive, Suite 140
Grass Valley, CA 95945-5091.

Our federal employer identification number is 75-3031545.

I will have primary responsibility for your representation, and the firm will use other attorneys and legal assistants in the best exercise of our professional judgment. If you have questions, concerns or criticisms at any time, please contact me at once. Naturally, we expect you to keep us reasonably informed of all significant developments regarding this representation.

We review all statements before they are issued to ensure the amount charged is appropriate. The statement for fees is simply the product of the hours worked multiplied by the hourly rates for the attorneys and legal assistants who did the work.

Our hourly rates are based upon the experience, reputation and ability of the lawyer or legal assistant performing the services, and for 2020 range between \$210 and \$525 per hour for attorneys' time, and between \$135 and \$170 for the time of paralegals and legal assistants. As a courtesy to you, however, we agree to cap our rates at \$350 per

Diane E. Robbins
Montclair City Attorney
December 19, 2019
Page 3

hour for advisory services, and at \$375 per hour for any litigation services the City may require. Our rate structure in general and the rates of particular lawyers may be increased from time to time, and are usually adjusted as of the beginning of each calendar year.

It may be necessary to bill you for items such as, but not limited to, authorized travel, long distance telephone calls, filing fees, photocopying, computerized legal research outside the scope of our Westlaw contract and the like. These items are separately itemized on our statement as "disbursements." These amounts will be billed in addition to our fees.

We will send you monthly statements, and expect payment within 15 days of the billing date. If payment is not received within 30 days of the billing date, we reserve the right to charge interest on the unpaid balance at the rate of 1% per month and to terminate our representation.

We rarely have disputes with clients over our fees. Nevertheless, you should be aware that you are entitled to require that any fee dispute be resolved by binding arbitration in Los Angeles or Nevada Counties pursuant to the arbitration rules for legal fee disputes of the respective County Bar Association. We agree that all disputes between us regarding the services rendered or fees charged not resolved via County Bar fee arbitration will be submitted to binding arbitration in Los Angeles to be conducted by ADR Services, Inc. in accordance with its commercial arbitration rules. **YOU SHOULD REVIEW THIS PARAGRAPH CAREFULLY AND, IF YOU WISH, SEEK INDEPENDENT LEGAL COUNSEL REGARDING IT, AS YOU AND WE ARE AGREEING TO FOREGO SIGNIFICANT RIGHTS IN THE EVENT OF A DISPUTE BETWEEN US, INCLUDING THE RIGHT TO A JURY TRIAL.**

You have the right to terminate our representation at any time. We have the same right, subject to an obligation to give you reasonable notice to arrange alternative representation. In either circumstance, you agree to secure new counsel to represent you as quickly as possible and to cooperate fully in the substitution of the new counsel as counsel of record in any litigation in which we may subsequently agree to represent the City. Notwithstanding the termination of our representation, you will remain obligated to pay to us all fees and costs incurred previously.

Diane E. Robbins
Montclair City Attorney
December 19, 2019
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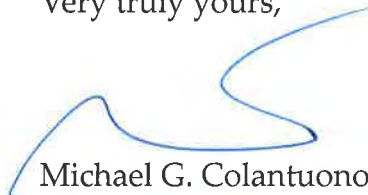
You agree that we may, in our discretion, maintain all or part of your client file in electronic format. The firm may store part or all of your documents using secure cloud storage services. If so, the firm will apply all reasonable methods to maintain the confidentiality of your files, just as it does for your non-digital information. Your data will be password protected and encrypted using currently available technology. Clients requiring information from their files may obtain that information only by written request to us.

You also agree that following termination of our attorney-client relationship, we will not be required to maintain your client file for more than two years. If you ask us to deliver your file to you, you agree that delivery of an electronic version, together with any materials that cannot be saved electronically, satisfies our obligation to release all your client papers and property to you. Two years after termination of our relationship, and after reasonable notice, you agree that we will be free to destroy your client file, including all electronic records. We may also discharge our obligation to maintain your file before two years expire by mailing a copy to you at your address last known to us. You agree that "reasonable notice" means our mailing a notice of our intent to destroy your client file to you at that address.

I apologize for the formality of this letter, but we are required by California law to provide this information to you in writing. We are also required to inform you that we currently maintain professional liability insurance coverage.

Please review the foregoing and, if it meets with your approval, execute it and return it to me. If you have any questions, please feel free to call me at the direct-dial number above. Thank you for the opportunity to represent you!

Very truly yours,



Michael G. Colantuono

MGC:mgc

Diane E. Robbins
Montclair City Attorney
December 19, 2019
Page 5

On behalf of City of Montclair, I agree to retain Colantuono, Highsmith & Whatley, PC to provide legal services as set forth above.

Signature

Date: _____, 2019

By: _____

Title: _____



CITY COUNCIL AGENDA REPORT

DATE:	JANUARY 21, 2020	FILE I.D.:	PDT175
SECTION:	CONSENT - AGREEMENTS	DEPT.:	POLICE
ITEM NO.:	4	PREPARER:	R. AVELS
SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NO. 20-08 WITH THE COUNTY OF SAN BERNARDINO FOR EQUIPMENT MAINTENANCE AND ACCESS TO THE COUNTY'S EMERGENCY RADIO COMMUNICATIONS SYSTEM		

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 20-08 with the County of San Bernardino to continue the City's access to the County's emergency radio communications system.

A copy of proposed Agreement No. 20-08 is attached for the City Council's review and consideration.

BACKGROUND: In 2007, the County Board of Supervisors approved a master agreement with the West End Communications Authority (WECA) in which the County assumed 800 MHz radio facilities and equipment owned by WECA—a joint powers agency that was established in 1991 for the purpose of implementing and administering an 800 MHz public safety trunked radio system used by the West End. The City Council has since approved five-year term agreements with the County for radio access and maintenance services. The current Agreement No. 12-105 with the County expired on December 31, 2018. Approval of proposed Agreement No. 20-08 would continue the City's access to the County's emergency radio communications system, and would be retroactive to November 1, 2019, ending on June 30, 2021, with subsequent five-year renewals. The County's Information Services Department is authorized to discharge all functions ascribed to the County in proposed Agreement No. 20-08.

FISCAL IMPACT: For the 20-month term of the contract period, Montclair's estimated cost for radio access and maintenance, including dispatch console access, maintenance, and replacement is \$113,339 for the remainder of Fiscal Year 2019-20, and \$170,008 for Fiscal Year 2020-21 as set forth on Exhibit A of the Agreement. The County shall provide notice of any subsequent rate changes, which would become effective on July 1 of the County fiscal year. The cost is shared between the Police and Fire Departments and included in the City's Fiscal Year 2019-20 Budget in the SB 509 Public Safety Fund. Each Department would include this cost in each subsequent budget.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 20-08 with the County of San Bernardino for equipment maintenance and access to the County's emergency radio communications system.



**F A S
STANDARD CONTRACT**

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New	FAS Vendor Code		SC	Dept.	A	Contract Number			
<input type="checkbox"/> Change						ISD-19036			
<input type="checkbox"/> Cancel	ePro Vendor Number					ePro Contract Number			
County Department			Dept.	Orgn.	Contractor's License No.				
Information Services Department			ISD						
County Department Contract Representative				Telephone		Total Contract Amount			
Adrian Danczyk				(909)388-0534		\$283,346.60			
Contract Type									
<input checked="" type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:									
If not encumbered or revenue contract type, provide reason:									
Commodity Code		Contract Start Date	Contract End Date	Original Amount	Amendment Amount				
		11/1/2019	6/30/2021	\$283,346.60					
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No	Amount			
4020	120	040	75	9800	RADACCMANT	\$229,631.40			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount			
4020	120	040	75	9800	DISPCONACC	\$53,715.20			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount			
Project Name				Estimated Payment Total by Fiscal Year					
800MHz Radio Access				FY	Amount	I/D	FY	Amount	I/D
& Maintenance				2019-20	\$113,338.64	---			
				2020-21	\$170,007.96	---			
Customer No. 6000-01ED									

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name
 City of Montclair
 Address
 5111 Benito Street
 Montclair, CA 91763
 Telephone (909) 626 - 8571 Federal ID No. or Social Security No.

hereinafter called Customer.

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

I. SAN BERNARDINO COUNTY 800 MHz RADIO COMMUNICATION SYSTEM ACCESS

The 800 MHz Radio Communications System, hereinafter called System, is composed of two components known as the Backbone and Field Equipment. The Backbone is defined as that portion of the System that provides the means by which dispatch centers, public safety locations, mobile radios, and portable radios communicate with each other via voice transmission. It is composed primarily of fixed relay equipment and associated centralized dispatch and control equipment, including Mobile Data Access Modems owned and maintained by the County. Field Equipment is defined as that portion of the System that uses the Backbone for communications and consists primarily of local dispatch equipment, mobile radios, and portable radios. Specific charges for the services provided under this Agreement are set forth in Exhibit A, 800 MHz Radio Communications System Access/Paging Services and Payment Terms, as attached hereto and herein incorporated.

A. System Purpose and Objective

The primary purpose of the System is to serve the County and accommodate participation by public safety and local governmental agencies in the County of San Bernardino. Secondly, other governmental and safety related non-governmental users may be allowed access to the System as conditions warrant and as provided for by this Agreement. During a disaster, public safety users will receive priority in all areas, based entirely on emergency response responsibilities and access to the System by non-public safety users may be limited or suspended.

B. Backbone Operational Policies

Public safety and local governmental users shall have operational priority over all other users. In the case of a disaster, public safety users affected by the disaster shall have operational priority over all other public safety users, with County public safety users afforded the highest priority.

- 1) County has the final authority, at all times, to exercise discretionary control over the Backbone, and to otherwise manage Backbone traffic to insure the ability of immediate-need public safety agencies to effectively communicate and for the overall benefit of all Backbone users. EXCEPT FOR GROSSLY NEGLIGENT ACTS OR OMISSIONS IN EXERCIZING ITS AUTHORITY UNDER THIS SECTION, THE COUNTY WILL HAVE NO LIABILITY WHATSOEVER FOR SYSTEM ALLOCATION DECISIONS.

C. Backbone Modification (Post Backbone Implementation)

- 1) The County may determine that Backbone modification is needed from time to time to meet the changing needs of County and/or users.
- 2) Costs for Backbone modifications made after the execution of this Agreement shall be assessed as follows:
 - (i) If the modification benefits all users, each user will bear the pro rata cost of the modification based on the user's derived benefit. Derived benefit shall be determined as a percentage based on the number of units that are in service by each end user divided by the total units being serviced by the Backbone infrastructure at the time the modification is made.
 - (ii) If the modification improves service only for users in a definable local area, all users in such definable local area, and participating in and receiving direct benefit from the modification, shall share the costs for its implementation, operation, and maintenance equally.
 - (iii) If the modification only applies to a specific subset of users, the subset of users that caused the modification shall share the costs of the modification its implementation, operation, and maintenance equally.
 - (iv) if the modification is requested by, and benefits only Customer, Customer shall bear the entire cost of the modification, its implementation, operation, and maintenance.
- 3) Customer acknowledges and agrees that the County is the sole decision-maker in determining the allocation of costs for all Backbone modifications.

D. Field Equipment

- 1) Customer shall, at Customer's expense and future financial liability, purchase and maintain its own Field Equipment.
- 2) Customer shall, at Customer's expense, expand or modify existing Customer structures, facilities, or dispatch centers as required to support the installation of Customer's Field Equipment.
- 3) Customer is solely responsible for ensuring that the Field Equipment is compatible with the System.

E. Related Non-Governmental Users

- 1) At times, Customer's non-governmental users may have a need to communicate with public safety/local government services during emergencies, or in their daily support of public safety/local government services. Where it is not in conflict with Federal Communications Commission (FCC) Regulations or other laws, and subject to approval by County, Customer's non-governmental users may be allowed Backbone access. However, Customer's non-governmental use of the Backbone for day-to-day operations shall be on a non-interfering, prioritized basis, and subject to channel loading limits, as determined by County.
- 2) County shall be responsible for coordinating Backbone access and implementing terms and conditions of such use, including one-time and recurring costs to be paid by new users.
- 3) County shall monitor non-governmental users of the Backbone. If the needs of public safety/local government expand to the point of competition with non-governmental use of the Backbone, Customer's non-governmental users may be required by the County to terminate their use of the Backbone.
- 4) Customer's non-governmental users will be removed in reverse order of their entry into the System, i.e., the last user to enter the System will be the first user to be removed unless any other Customer's non-governmental user voluntarily relinquishes access.
- 5) County will provide Customer ninety (90) days prior written notice of termination of access to allow Customer's non-governmental users to remove their equipment or transfer their operations to another communications system. At the expiration of the notice period, the Customer's non-governmental users will be denied access to the System.

F. Backbone Ownership

It is understood that County has ownership of the Backbone, and upon any termination of this Agreement by County or by Customer, any and all rights, title, and interest in the Backbone shall remain with the County.

II. MEGAHERTZ RADIO AND EQUIPMENT MAINTENANCE SERVICES

The County of San Bernardino Information Services Department (ISD) offers a number of 800 MHz radio and equipment maintenance services to public safety and local governmental agencies in the County of San Bernardino, as well as other governmental and safety-related non-governmental users. Services provided under this Agreement consist of 800 MHz Backbone radio equipment maintenance, 800 MHz mobile/portable radio equipment maintenance, Mobile Data Access Modems maintenance, 800 MHz radio dispatch equipment maintenance, and 800 MHz radio battery replacement. Specific charges for these services are set forth and attached hereto as Exhibit A, 800 MHz Radio Communications System Access/Paging Services and Payment Terms.

A. County Responsibilities in Providing Maintenance Services

If providing maintenance services to Customer, ISD:

- 1) Will maintain sufficient spare mobile radios to temporarily replace equipment that is removed from service for maintenance reasons;
- 2) Will remove, reinstall and maintain Customer-owned radios or other covered equipment that has become defective from normal wear and usage, as solely determined by ISD, and perform repairs at ISD or elsewhere as determined by ISD;
- 3) Will provide a two-hour response time from notification for problems with radio dispatch equipment and Backbone radio equipment, and reasonable response time during normal County work hours on normal County business days for maintenance of Mobile Data Access Modems, and mobile/portable radios with after-hours service available at premium rates;
- 4) Reserves the right to subcontract for all or part of services;
- 5) Assumes no liability for equipment failure in the field, or for any adverse consequences caused by such failed equipment;
- 6) Assumes no liability for failure to provide or delay in providing services, under this Agreement.

B. County Services Provided on a Time and Materials Basis

- 1) Service required due to Customer abuse or abnormal wear;
- 2) Service to correct attempts by Customer or unauthorized third parties to repair or modify equipment;
- 3) Facility electrical problems at Customer location(s) or vehicle electrical problems;
- 4) Services in addition to those identified above, to the extent feasible and cost-effective, as determined by ISD;
- 5) Program or re-program radios at Customer's request or in response to abnormal wear and usage, except for County-originated systems reconfigurations;
- 6) Replacement of accessories and consumable items, including batteries, antennas, and microphone cords;
- 7) Radio reactivations are processed within 5 business days after the request is received, and are billed for each serial number reactivated at one-half of the Board-approved hourly rate in effect at the time reactivation is ordered.

C. Customer Responsibilities

- 1) Customer shall procure its own Field Equipment and shall:
 - (i) Provide ISD with model and serial numbers of all equipment to be covered under this Agreement.
 - (ii) Designate an individual as the single point of contact for maintenance coordination.
 - (iii) Coordinate and schedule service requirements with ISD in advance whenever possible.
 - (iv) Advise ISD of all radio relocations or reassignments within their fleet, within 24-hours of relocation or reassignment.

- 2) It is Customer's sole responsibility to maintain a current inventory of its Field Equipment using the System and to approve and validate billing of that inventory. If Customer identifies discrepancies between billing and its inventory, a dispute notice should be sent by e-mail to isdfinance@isd.sbcounty.gov along with a justification and related documentation. If ISD determines that a charge was billed incorrectly, ISD will issue the applicable credit on the next monthly billing cycle.

III. EFFECTIVE DATE AND TERMINATION

This Agreement shall commence on November 1, 2019, hereinafter Effective Date. This Agreement shall remain in effect for twenty (20) months from the Effective Date, unless the County or the Customer, terminates the Agreement by giving sixty (60) days prior written notice to the other. County may, at its sole discretion, opt not to terminate its services until replacement services are identified and in place; however, in no event shall County's services be continued beyond 120 days of the original written notice. Any such termination date shall coincide with the end of a calendar month. Neither party shall incur any liability to the other by reason of such termination.

IV. RATES AND PAYMENT TERMS

Payment rates and conditions are set forth on Exhibit A, 800 MHz Radio Communications System Access/Paging Services and Payment Terms attached hereto. Services are provided and invoiced on a monthly basis starting on the Effective Date of the Agreement, or starting on the installation date, if applicable. Monthly payment shall be due upon receipt of invoice. If a change in service level is requested or required, County will provide to Customer a revised Exhibit A, incorporating such changes, which shall be signed by Customer and returned to County. Customer's subsequent invoice shall be adjusted in accordance with the changes, on a prorated basis, as necessary.

Exhibit A reflects the rates in effect at the execution of this Agreement. Any subsequent rate change shall become effective on July 1 of the County fiscal year (July 1 through June 30). County shall provide notice to Customer of rate change(s).

Customer's subsequent invoice shall be adjusted in accordance with the rate change(s). Checks shall be made payable to the County of San Bernardino.

Payment address is: Information Services Department
670 E. Gilbert Street, First Floor
San Bernardino, CA 92415-0915
Attn: Administration Services

V. AGREEMENT AUTHORIZATION

Customer warrants and represents that the individual signing this Agreement is a properly authorized representative of the Customer and has the full power and authority to enter into this agreement on the Customer's behalf.

VI. ASSIGNMENT

The Customer may not assign this Agreement nor any rights, licenses or obligations hereunder, and any such assignment shall be void and without effect unless the County approves the assignment in writing.

VII. DEFAULT

If the Customer does not make timely payment of amounts due under this Agreement or breaches any term or condition of this Agreement, County may declare immediately due and payable the entire unpaid amount, plus all other amounts due hereunder, less any unearned charges. County may also exercise all rights and remedies of a secure party under the Uniform Commercial Code (or other similar law) of the State of California and pursue any other remedies existing in law or in equity.

VIII. INDEMNIFICATION AND INSURANCE

A. Indemnification

The County agrees to defend and indemnify the Customer and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising solely out of the acts, errors or omissions of County in the performance of this Agreement, except where such indemnification is prohibited by law. At its sole discretion, Customer may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve County of any obligation imposed by this Agreement. Customer shall notify County promptly of any claim, action or proceeding and cooperate fully in the defense. The Customer hereby agrees to defend and indemnify the County, its agents, officers and employees (hereafter collectively referred to in this paragraph as 'County') from any claim, action or proceeding against County, arising solely out of the acts or omissions of Customer in the performance of this Agreement. At its sole discretion, County may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve Customer of any obligation imposed by this Agreement. County shall notify Customer promptly of any claim, action or proceeding and cooperate fully in the defense. In the event that County and/or Customer are determined to be comparatively at fault for any claim, action, loss or damage that results from their respective obligations under this Agreement, County and/or Customer shall indemnify the other to the extent of its comparative fault.

B. Insurance

County and Customer 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.

IX. TERMINATION OR SUSPENSION OF SERVICES

A. Immediate Suspension, Uncured Termination

The County may, in its sole discretion and without prior notice, immediately suspend all or part of the Services for breach of any of the conditions identified below. The County will provide Customer a written notice of breach and allow the Customer 30 days to correct the condition giving rise to such breach. If the Customer fails to remedy the breach within the 30-day cure period, the County may immediately terminate the Services with no further notice required.

- 1) Customer shall ensure that it has all necessary licenses and permits required by the laws of the United States, State of California, County of San Bernardino and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of the Agreement. Customer shall notify County immediately of loss or suspension of any such licenses and permits. Customer shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Agreement.
- 2) Customer shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Agreement.

- 3) Customer represents and warrants to County that (i) the information Customer provides in connection with registration for the Services is accurate and complete; (ii) Customer's use of the System is not illegal, defamatory, malicious, harmful, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age; (iii) Customer's use of the Services complies with all applicable laws, rules and regulations; (iv) Customer has obtained all consents and licenses required to legally access and use the System; (v) the execution and delivery of this Agreement will not conflict with, or violate any provision of, Customer's charter, by-laws or other governing documents; and (vi) Customer has otherwise taken all necessary steps to legally execute this Agreement.
- 4) Customer agrees to abide by all existing and future security practices, policies and protocols established by the County, which the County has established to ensure the integrity of the System. Customer understands that the County closely monitors the System and may perform periodic security audits.
- 5) Customer agrees to implement measures that are reasonable for Customer's use of the System to prevent interference with the operation of the System. NEITHER COUNTY NOR ANY OF ITS EMPLOYEES, AGENTS, REPRESENTATIVES, SERVICE SUPPLIERS OR LICENSORS WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO, MISUSE OF, CUSTOMER'S INABILITY TO ACCESS, OR DAMAGE TO THE SYSTEM OR CUSTOMER'S FIELD EQUIPMENT, UNLESS AND ONLY TO THE EXTENT THAT THIS DISCLAIMER IS PROHIBITED BY APPLICABLE LAW.

B. Immediate Termination

The County may, in its sole discretion and without prior notice, immediately suspend or terminate all or part of the Services for any of the conditions identified below. The County will promptly provide Customer a written notice of termination or suspension of Services to Customer.

- 1) County discovers that Customer provided false registration information, or that Customer lacked the capacity to enter into this Agreement at the time of its consummation;
- 2) County determines, in its sole discretion, that Customer's use of the Services poses a threat to the security or performance of the System or to any of County's other users or suppliers;
- 3) County determines, in its sole discretion, that Customer's use of the Services is illegal;
- 4) County reasonably believes that Customer's use of the Services has or will subject County to civil or criminal liability;
- 5) Customer fails to make any payment when due; or
- 6) Customer breaches any of the other material terms and conditions in this Agreement.

X. GENERAL TERMS AND CONDITIONS

- A. Permits** - Customer is responsible for obtaining and paying any costs of all permits, licenses or approvals by any regulatory bodies having jurisdiction over the uses authorized herein, as appropriate.
- B. Attorneys' Fees.** If any legal action is instituted to enforce any party's rights hereunder, each party agrees to bear its own attorneys' fees and costs 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 Section VIII (A)(a) Indemnification.

- C. Waiver** - No waiver of a breach of any provision of this Agreement shall constitute a waiver of any other breach, or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.
- D. Validity** - The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.
- E. Caption and Paragraph Headings** - Captions and paragraph headings used herein are for convenience only and are not a part of this agreement and shall not be used in construing it.
- F. Exhibits** - All Exhibits attached hereto, if any, are an integral part of this Agreement and are incorporated herein by reference.
- G. Entire Agreement** - This Agreement shall be governed by the laws of the State of California and constitutes the entire Agreement between the parties and supersedes all prior negotiations, discussions, and preliminary understanding. This Agreement may be amended as County and the Customer mutually agree in writing. Any such amendment must be in a physical writing and manually signed by authorized representatives of the County and Customer.
- H. Notifications** - All notices or demands required or permitted to be given or made hereunder shall be in writing and shall be deemed duly given: (a) Upon actual delivery, if given in person; (b) upon receipt, as evidenced by transmission confirmation, if sent by facsimile; (c) within three (3) days after deposit if sent via United States First Class mail, postage prepaid; or (d) upon receipt as evidenced by proof of delivery if sent by commercial overnight courier. Each such notice is to be sent to the respective party at the address indicated below or to any other address or person that the respective parties may designate by written notice delivered pursuant hereto:

Customer: City of Montclair
 Police Department
 4870 Arrow Highway
 Montclair, CA 91763
 (909) 448-3609
 Attention: Marci Butler, Administrative Aide

County: County of San Bernardino
 Information Services Department
 670 E. Gilbert Street, First Floor
 San Bernardino, CA 92415-0915
 (909) 388-5555
 Attn: Administration Services

XI. INFORMATION SERVICES DEPARTMENT AUTHORIZATION

The County's Information Services Department, through the Chief Executive Officer or its Chief Information Officer or designee, is authorized to discharge all functions ascribed to County in this Agreement, except those specifically reserved by law to the Board of Supervisors.

XII. FORCE MAJEURE

County shall not be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, strikes, labor disputes, embargoes, epidemics, war, terrorist acts, riots,

insurrections, fire, explosions, earthquakes, nuclear accidents, floods, power blackouts, brownouts, or surges, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure product or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

This section left intentionally blank

IN WITNESS WHEREOF, the parties have hereto executed this Agreement on the date set forth below their respective signatures.

COUNTY OF SAN BERNARDINO

CITY OF MONTCLAIR

▶ _____
Larry Ainsworth, Interim Chief Information Officer

(State if corporation, company, etc.)

Dated _____

By ▶ _____
(Authorized Signature)

Dated _____

Title _____

Address 5111 Benito Street, Montclair, CA 91763

Approved as to Legal Form
▶ _____
Bonnie Uphold, Deputy County Counsel
Date _____

Reviewed by Contract Compliance

Date _____

EXHIBIT A

**800 MHz RADIO COMMUNICATIONS SYSTEM ACCESS/PAGING SERVICES
AND PAYMENT TERMS**

PAYMENT SCHEDULE

Monthly Invoicing: County will invoice Customer monthly for services rendered.

Payments are due upon receipt of invoice and payable within sixty (60) days of invoice date.

CHARGES FOR SERVICES

Service(s)	No of Units	Monthly Unit Charge	Monthly Charge
Radio Access & Maintenance	193	\$59.49	\$11,481.57
Dispatch Console Access, Maint., & Replacement	4	\$671.44	\$2,685.76
Total Estimated Monthly Cost			\$14,167.33
Total Estimated Yearly Cost			\$170,007.96

**AN AGREEMENT BY AND BETWEEN
THE CITY OF MONTCLAIR
AND
TOMMY'S EXPRESS WASH**

THIS AGREEMENT is made and entered into this 21st day of January, 2020, by and between the CITY OF MONTCLAIR, a Municipal Corporation, County of San Bernardino, State of California, hereinafter referred to as "CITY," and TOMMY'S EXPRESS CARWASH, Corporation hereinafter referred to as "CONTRACTOR."

WITNESSETH:

SECTION I

The CONTRACTOR, in consideration of the promises of the CITY hereinafter set forth, hereby agrees to furnish all tools, equipment, materials, labor, and transportation necessary to perform and complete the terms of this Agreement and to faithfully perform and maintain in a good and workmanlike manner the maintenance services on the areas as set forth and listed in this Agreement.

SECTION II

This Agreement is for a period of one (1) year from the date hereinabove set forth and can be renewed annually up to five (5) years with the consent of the City and the Contractor, subject to the right of either party to cancel without cause by giving a minimum of thirty (30) days' written notice to the other of such cancellation.

SECTION III

All of the work and services to be performed pursuant to this Agreement shall be performed in a good and workmanlike manner. Contractor shall pay prevailing wages in accordance with the laws of the State of California. Payment for work completed will be based on the following schedule:

<i>Description</i>	<i>Unit Prices</i>	<i>Unit Description</i>
<i>Super Wash</i>	\$9.00	Each
<i>Ultimate Wash</i>	\$12.00	Each
<i>Vacuum & Detail Kit (if requested)</i>	\$8.00 additional	Each

Payment will be made no later than on the 30th day of each and every calendar month during the term of this Agreement, which will be paid to the Contractor for all work and services to be performed pursuant to the Agreement. Payment of additional services requested, in writing, by City and not included in the Scope of Services as set forth in this Agreement, shall be negotiated on an item- by-item basis. Any additional

service cost will include labor, equipment, overhead, and profit. Charges for additional services shall be invoiced on a monthly basis and shall be paid by the CITY within a reasonable time after said invoices are received by the CITY.

SECTION IV

The CONTRACTOR shall defend, indemnify, and save harmless the CITY, its elected and appointed officials, officers, agents, and employees from all liability from loss, damage, or injury to persons or property, including the payment by the CONTRACTOR of any and all legal costs and attorneys' fees, in any manner arising out of any negligent or intentional or willful acts or omissions of the CONTRACTOR or any of its agents, servants, employees, or licensees in the performance of this Agreement including, but not be limited to, all consequential damages to the maximum extent permitted by law.

SECTION V

The Public Works Superintendent, or his designated representative, shall be the judge of all work performed by the CONTRACTOR. If the work is not satisfactory, the Public Works Superintendent or his designated representative may suspend the Agreement for any period of time or terminate the Agreement as set forth herein. No sums shall be due or payable to the CONTRACTOR for or during any time of such suspension or after termination.

It is further agreed that in the event the CONTRACTOR fails to execute the work or any part thereof contemplated by this Agreement, the Public Works Superintendent, or his designated representative, shall so certify to the City Manager of the CITY; and if thereafter the CONTRACTOR, for a period of five (5) days after written notice, continues to fail to do so, then the CITY may exclude the CONTRACTOR from the premises or any portion thereof and may complete the work contemplated by this Agreement or any portion of said work by letting the unfinished portion of said work, or the portion taken over by the CITY, the cost of which shall be a charge against the CONTRACTOR and may be deducted from any money due or becoming due to the CONTRACTOR from the CITY; or the CONTRACTOR may be compelled to pay the CITY the amount of said charge or the portion thereof unsatisfied.

SECTION VI

SPECIFIC

A. Scope of Work

The work shall consist of furnishing all materials, labor, equipment, and incidentals necessary for cleaning of the exterior of each vehicle.

1. WORKING HOURS: All work shall be performed between the hours of 7:00 a.m. and 7:00 p.m., weekdays and weekends.
2. INSPECTION BY THE CITY: The City shall inspect all work performed under this contract for compliance to the specifications and report any deficiencies to the Contractor.

4. **DAMAGE TO PROPERTY:** The Contractor shall not damage any City property as a result of the work specified. Any damage resulting from the Contractor's work shall be repaired, restored or replaced in kind within a timely manner.
5. **WORKMANSHIP:** All work shall be completed in a timely and workmanlike manner. The Contractor shall provide qualified workers trained according to Tommy's Express Wash standards.
6. **MEASUREMENT AND PAYMENT:** The unit prices called for in the Agreement shall be full compensation for all labor, materials, and equipment necessary to complete the work as specified. A Standard Carwash shall mean any vehicle able to go through Carwash tunnel.

No further compensation shall be made unless authorized by the Public Works Superintendent or his designated representative.

SECTION VII

MISCELLANEOUS PROVISIONS

- A. **Assignment.** No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, either in whole or in part, by the CONTRACTOR without the written consent of the CITY.
- B. **Discrimination.** The CONTRACTOR agrees that no person shall be excluded from employment in the performance of this Agreement on grounds of race, creed, color, sex, age, marital status, or place of national origin. In this connection, the CONTRACTOR agrees to comply with all County, State, and Federal laws relating to equal employment opportunity rights.
- C. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- D. **Attorneys' Fees.** In the event that any legal proceeding is instituted to enforce any term or provision of this Agreement, the prevailing party in said legal proceeding shall be entitled to recover attorneys' fees and costs from the opposing party in an amount to be determined by the Court to be reasonable.
- E. **Entire Agreement.** This Agreement supersedes any and all other agreements either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any other party that is not embodied herein nor any other agreement, statement, or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement shall be effective only if it is in writing, signed by all parties.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the day and year first set forth hereinabove.

CONTRACTOR:

TOMMY'S EXPRESS WASH

Douglas Jannett
General Manager

Date

Jay Chimayn
President

Date

CITY:

CITY OF MONTCLAIR

Javier J. Dutrey
Mayor

Date

ATTEST:

Andrea M. Phillips
City Clerk

Date

APPROVED AS TO FORM:

Diane E. Robbins
City Attorney

Date



CITY COUNCIL AGENDA REPORT

DATE: JANUARY 21, 2020 **FILE I.D.:** PDT175
SECTION: CONSENT - AGREEMENTS **DEPT.:** POLICE
ITEM NO.: 6 **PREPARER:** J. REED
SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 20-11 AMENDING AGREEMENT NO. 17-38 WITH LEXIPOL, LLC FOR LAW ENFORCEMENT DAILY TRAINING BULLETINS TO ENHANCE AND REINFORCE THE UNDERSTANDING OF DEPARTMENT POLICIES AND PROCEDURES

CONSIDER AUTHORIZING A \$6,610 APPROPRIATION FROM THE PROP 30/AB 109 FUND TO PAY THE COSTS ASSOCIATED WITH AGREEMENT NO. 20-11

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 20-11 amending Agreement No. 17-38 with Lexipol, LLC for law enforcement Daily Training Bulletins and to authorize a \$6,610 appropriation from the Prop 30/AB 109 Fund to pay the costs associated with said agreement.

Agreement No. 20-11 is attached for the City Council's review and consideration.

BACKGROUND: The Police Department has utilized Lexipol, LLC for continued management of the Police Department's Policy and Procedures Manual for over 10 years. Lexipol provides fully developed, state-specific policies researched and written by subject-matter experts and vetted by attorneys. These policies are based on nationwide standards and best practices while also incorporating state and federal laws and regulations where appropriate. Lexipol's legal and content development teams follow a rigorous multi-step process to evaluate thousands of legislative changes annually and ensure changes are made to the Police Department's Policy Manual commensurate with the changes. This service is utilized in the continual updating of the Department's over 750-page Policy and Procedures Manual. Command Staff monitors updates to the Policy Manual recommended by Lexipol, analyzes the updates for applicability, customizes the updates if necessary, and issues the new updated Policy Manual through a Knowledge Management System (KMS) computer program. The KMS pushes updates to members of the Police Department online, in which members log in, review updates to the Policy Manual, and electronically accept the updates by the assigned deadline.

Lexipol, LLC is now offering an additional training program through Daily Training Bulletins (DTB). The DTB program is designed by the team of public safety lawyers and policy experts employed by Lexipol, LLC to continually monitor national and California-specific policy changes. The DTBs would be utilized as a daily training exercise by employees of the Police Department to reinforce the understanding of policies and help minimize risk and increase the effectiveness of service to the community.

Lexipol's DTBs are designed to help personnel learn and apply Policy content through two-minute online training exercises. These exercises are scenario-based training exercises which tie Department Policy to real-world applications. These training scenarios can be completed via computers or from smartphones, tablets, or other mobile devices such as the Mobile Data Computers installed in the Police vehicles. Upon completion of the training bulletins, a report will show completion by the agency member and the topic instructed.

Due to the amount of time the Montclair Police Department has utilized Lexipol, LLC for its policy management, Lexipol is considered a “Legacy Customer,” which in-turn, provides for opportunity for a discounted rate for the DTB service. Command Staff has received sample training scenarios, analyzed the use of DTBs by other police departments, and has determined they would be an effective tool to assist with application of proper Policy and service to the community—in essence reducing liability and improving officer safety.

As a “Legacy Member” of Lexipol, the Department was offered a 50 percent discounted rate for the DTB service. This discount would last the life of the agreement. Furthermore, Lexipol systematically offers another system for six months free to any agency purchasing the DTB service: the Daily Training Bulletin Management. Due to the Police Department’s “Legacy Member” status, this service was offered for one year free of charge as part of the agreement. Daily Training Bulletin Management is a service offered by Lexipol that customizes the DTB scenarios based on the customizations of the Policy Manual made by Command Staff during the Policy update process. This service would analyze DTB master content compared to Montclair Police Department’s customized policies, adapt monthly DTB packages to fit the parameters of the Montclair Police Department’s Policy content, issue the monthly DTB training packages, and customize DTB completion reports as well as agency-specific year-end data analysis. Without DTB Management service, these procedures would be completed by a member of Command Staff. If approved, Command Staff would analyze the additional DTB Management service during its free one-year period to consider possible implementation or discontinuance of the service after one year.

FISCAL IMPACT: If authorized by the City Council, funding for Agreement No. 20-11 would result in an appropriation and expenditure from Prop 30/AB 109 Fund 1141 in the amount of \$6,610. Due to the billing cycle for the current Lexipol Policy management system starting annually on April 1, 2019, the pro-rated term from January 2020 to March 31, 2020, would be \$1,322. Starting April 1, 2020, to March 31, 2021, the full-term would be \$5,288. Subsequent terms for DTBs would be budgeted for in the Police Department’s Budget starting with Fiscal Year 2020-21.

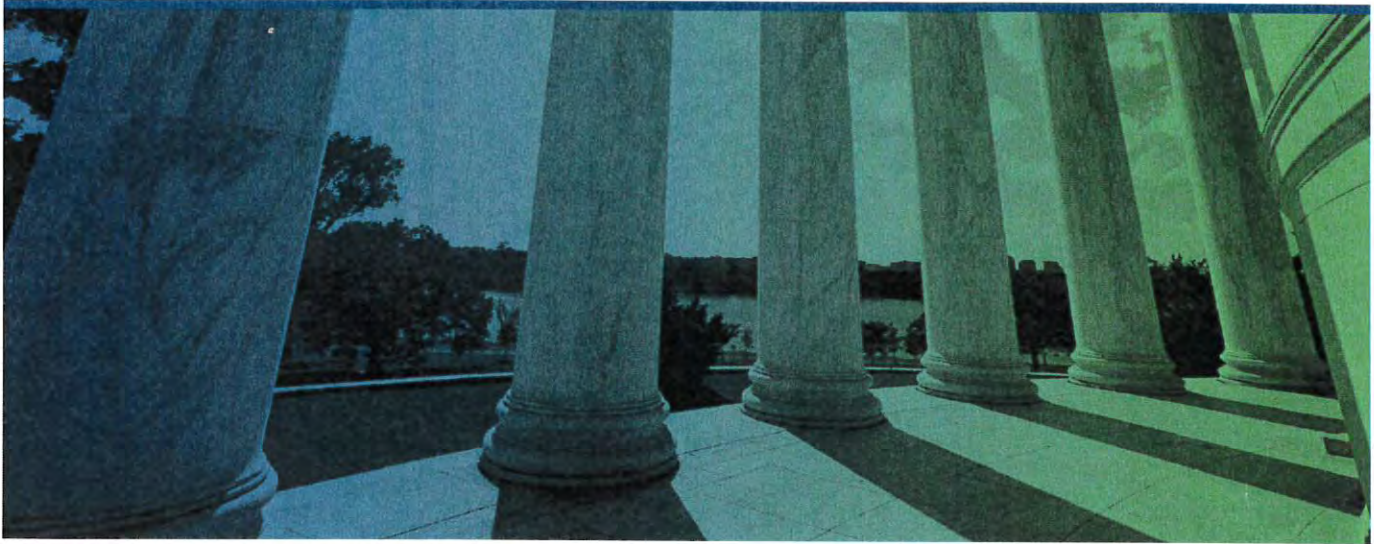
The DTB Management service, free for 12 months, expires December 31, 2020. If the Department desires the additional service and it is approved, the annual expenditure would be an additional \$2,900 that would be included in the Police Department’s Budget starting with Fiscal Year 2020-21.

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

1. Approve Agreement No. 20-11 amending Agreement No. 17-38 with Lexipol, LLC for law enforcement Daily Training Bulletins to enhance and reinforce the understanding of Department policies and procedures.
2. Authorize a \$6,610 appropriation from the Prop 30/AB 109 Fund to pay the costs associated with Agreement No. 20-11.



SOLUTIONS PROPOSAL



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Executive Summary

Public safety agencies today face challenges of keeping personnel safe, reducing liability and maintaining a positive reputation. Add to that the dynamically changing legislative landscape and evolving best practices, and even the most progressive, forward-thinking agencies can struggle to keep up.

That is why Lexipol is pleased to present the Montclair Police Department with a proposal for a customized policy management, update and training solution.

Our program is designed to save you time and money while protecting your personnel. Our team of public safety lawyers and policy experts continually monitor national and California-specific policy changes. We then use these updates to help provide the content and training your department needs to minimize risk and effectively serve your community.

AGENCY GOALS

The Montclair Police Department is looking for a way to access comprehensive policies to limit agency risk and enhance personnel safety. By using Lexipol, you will achieve peace of mind knowing your policies are up-to-date and legally defensible. The incorporated policy training component reinforces your staff's understanding of policies and provides individual training acknowledgement.

Once you have high-quality policies in place, you want to be sure your personnel use them. The Lexipol program offers online access to your agency's policies through a web-based platform and mobile app. This flexibility allows your personnel to easily reference policies and complete training in the field. Using Lexipol's program will provide the Montclair Police Department with:

- Policies that reflect up-to-date industry standards and best practices
- Content specific to the laws and practices of California
- Daily scenario-based training that reinforces your agency's policies
- Timely updates in response to new legislation and case law

THE LEXIPOL ADVANTAGE

Lexipol was founded by public safety experts who saw a need for legally defensible policy content that was continually monitored and updated based on legislative changes. Since the company launch in 2003, Lexipol has grown to represent more than 3,000 public safety agencies across the United States.

Lexipol is the only company with public safety professionals, attorneys and subject matter experts working together to provide essential policies and policy management tools, from continuous updates to mobile access to daily training. Our legal and content development teams follow a rigorous multi-step process to evaluate content for new policies and policy updates, reviewing thousands of pieces of legislation each year.

Agencies that use our policy service have clear, effective policy manuals that reflect the true values and philosophy of their agency. Proven benefits of using the Lexipol system include reduced risk and cost associated with litigation, reduced time spent developing and maintaining policy, and an

increased ability to focus resources on other agency priorities. We look forward to working with the Montclair Police Department to realize these same benefits.

Scope of Services

Daily Training Bulletins (DTBs)

Even the best policy manual lacks effectiveness if it's not backed by training. Lexipol's Daily Training Bulletins are designed to help your personnel learn and apply your agency's policy content through 2-minute training exercises.

- Scenario-based training ties policy to real-world applications
- Understanding and retention of policy content is improved via a singular focus on one distinct aspect of the policy
- Each Daily Training Bulletin concludes with a question that confirms the user understood the training objective
- Daily Training Bulletins can be completed via computers or from smartphones, tablets or other mobile devices
- Reports show completion of Daily Training Bulletins by agency member and topic

Daily Training Bulletin Management

For public safety agencies, training is an essential component to limit liability and enhance personnel safety. But customizing and issuing training bulletins can take away from other operational demands. Lexipol's Daily Training Bulletin Management Service does it for you, helping you maximize the value and applicability of the Daily Training Bulletins for your agency and deliver timely training.

- Analysis of how Daily Training Bulletin master content compares to agency-modified policies
- Adaptation of monthly Daily Training Bulletin packages to fit the parameters of your agency's policy content
- Monthly issuance of Daily Training Bulletin packages
- Customized Daily Training Bulletin completion reports, as well as agency-specific year-end data analysis



Prepared By: Theresa Furman
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Quote #: Q-04564-1
Date: 7/26/2019
Valid Through: 10/24/2019

Overview

Lexipol is America’s leading source of state-specific policy and training solutions that reduce risk, lower litigation costs and improve personnel safety in public safety agencies. The services proposed below are designed to guide your agency in providing up-to-date, legally defensible policy and training content to your personnel.

QTY	DESCRIPTION	UNIT PRICE	EXTENDED
1	Law Enforcement Daily Training Bulletin (12 Months)	USD 5,288.00	USD 5,288.00
1	Annual Law Enforcement Daily Training Bulletin Management (6 Months)	USD 0.00	USD 0.00
	Subscription Line Items Total		USD 5,288.00
			USD 5,288.00
		TOTAL:	USD 5,288.00

*Law Enforcement pricing is based on 54 Law Enforcement Sworn Officers.

Discount Notes

DTB pricing includes 50% discount.



Addendum to Online Subscription Agreement (OSA) between Lexipol and Montclair Police Department (California).

Effective Date: _____

Agency is purchasing the following additional service:

Prorated to Align with LE
Subscription

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Law Enforcement Daily Training Bulletin (Start: 1/1/2020 End: 3/31/2020)	USD 1,322.00		USD 0.00	USD 1,322.00
	Subscription Line Items Total			USD 0.00	USD 1,322.00
				USD 0.00	USD 1,322.00
Prorated to Align with LE Subscription TOTAL:					USD 1,322.00

Full Term DTB Add-On

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Law Enforcement Daily Training Bulletin (Start: 4/1/2020 End: 3/31/2021)	USD 5,288.00		USD 0.00	USD 5,288.00
	Subscription Line Items Total			USD 0.00	USD 5,288.00
				USD 0.00	USD 5,288.00
Full Term DTB Add-On TOTAL:					USD 5,288.00

Free DTB Management for 1 Full
Year if Signed by 12/30/19

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Law Enforcement Daily Training Bulletin Management (Start: 1/1/2020 End: 12/31/2020)	USD 2,900.00	100%	USD 2,900.00	USD 0.00
	Subscription Line Items Total			USD 2,900.00	USD 0.00
				USD 2,900.00	USD 0.00
Free DTB Management for 1 Full Year if Signed by 12/30/19 Discount:					USD 2,900.00
Free DTB Management for 1 Full Year if Signed by 12/30/19 TOTAL:					USD 0.00

MINUTES OF THE REGULAR MEETING OF THE PUBLIC WORKS COMMITTEE HELD ON THURSDAY, NOVEMBER 21, 2019, AT 4:00 P.M. IN THE CITY MANAGER CONFERENCE ROOM, 5111 BENITO STREET, MONTCLAIR, CALIFORNIA

I. CALL TO ORDER

Chair Raft called the meeting to order at 4:00 p.m.

II. ROLL CALL

Present: Mayor Pro Tem Raft (Chair); Council Member Johnson (Alt. Committee Member); Economic Development Consultant Staats; Executive Director of Public Safety/Police Chief Avels; Public Works Director/City Engineer Castillo; Public Works Superintendent Mendez; Director of Community Development Diaz; Assistant Director of Housing/Planning Manager Caldwell

Absent: City Manager Starr; Senior Management Analyst Fuentes

III. APPROVAL OF MINUTES

The Committee approved the minutes of the September 19, 2019 meeting.

IV. PUBLIC COMMENT — None

V. PUBLIC WORKS DEPARTMENT UPDATES/ITEMS

A. OPERATIONS

1. MAINTENANCE ACTIVITIES

An Operations Activities Report for the past month was included with the agenda. There were no questions or issues with the report.

2. ADDITIONAL ITEMS — Grounds and parks will now fall under the operations portion of the maintenance activities.

Public Works Superintendent Mendez stated that the Tree Lighting Ceremony is Thursday, December 5, 2019, and Dashing Through Montclair will be taking place on Saturday, December 7, 2019. The City Yard will still be open and available to the City during the holiday closure. He reported that a large Canary Island Pine tree in the median island fell at 11075 Central Avenue. The tree looked perfectly healthy, but had root and stump decay. Public Works Superintendent Mendez contacted West Coast Arborist to have them inspect all the Canary Island Pine trees to prevent future accidents.

Public Works Director/City Engineer Castillo mentioned that the caboose at Freedom Park has been donated to the Fairplex where they have a train museum. The caboose will be transported sometime in January 2020.

B. FACILITIES

1. MAINTENANCE ACTIVITIES

A Facilities Report for the past month was included with the agenda. There were no questions or issues with the report.

2. ADDITIONAL ITEMS — Facilities and Grounds will now just be labeled as facilities.

C. ENGINEERING DIVISION ITEMS

1. 9015 Helena Avenue — deed over parkway area

Resident wants the parkway area deeded over to 9015 Helena Avenue. Committee is in agreement with deeding over the area as long as the resident does not concrete the entire space. Public Works Director/City Engineer Castillo will further research this issue and work with the City Attorney.

2. 9614 Benson Avenue — deed over access to Sunrise Park

Miguel Guerrero was present at the Public Works Committee meeting on behalf of his parents Jesus and Esther Guerrero who live at 9614 Benson Avenue. Mr. Guerrero approached the City about the access way to Sunrise Park. Mr. Guerrero would like the City to consider deeding the access point over to 9614 Benson Avenue. The Public Works Committee was not opposed to the idea. Public Works Director/City Engineer Castillo stated that the City will need to complete the in-progress General Plan parks accessibility process to see if any recommendations come forth concerning this issue. Public Works Director/City Engineer Castillo mentioned that he would not want to repeat what was done at MacArthur Park and give away an access point that could later be advantageous.

3. Capital Improvement Project (CIP)

Public Works Director/City Engineer Castillo presented the Fiscal Years 2019–2024 Capital Improvement Project (CIP).

VI. POLICE DEPARTMENT UPDATE/ITEMS

Executive Director of Public Safety/Police Chief Avels stated that the parking enforcement is consistently higher than previous years. Currently, there are between 750 and 1,000 tickets issued every month, where in the past there were 300 to 500 tickets written every month. The beginning of the year remained consistently high, which was an average of 1,000 tickets a month.

Public Works Superintendent Mendez stated that Public Works will be working with Police Lieutenant Jim Michel and the Police Department on November 29, 2019, at Montclair Place to facilitate proper traffic control during the Black Friday shopping rush.

VII. COMMUNITY DEVELOPMENT DEPARTMENT PROJECT UPDATES/ITEMS

A. PROJECT UPDATES

Director of Community Development Diaz stated that construction of the Lazy Dog restaurant is complete and a certificate of occupancy has been issued. Lazy

Dog will open to the public on Friday, December 13, 2019. The AMC Theater is well under construction, but before the holiday season workers are hoping to complete improvements on the north side of Montclair Place near the Macy's entrance. Montclair Place intends to add exterior graphics on the building where The Canyon is located. A new store is also planned to be built on the first floor below the Canyon, which will have access from the exterior of the building.

Director of Community Development Diaz reported that a new law regarding accessory dwelling units (ADUs) will be effective starting January 1, 2020. The law will allow for ADUs to be constructed anywhere. Community Development is waiting for a model ordinance from the attorneys, which will most likely be brought forward and formally adopted as the new ADU procedures.

VIII. CAPITAL PROJECT UPDATES

Public Works Director/City Engineer Castillo reported the status of the following capital improvement projects:

A. LOCAL PROJECTS

1. CENTRAL AVENUE UTILITY UNDERGROUND PROJECT

Public Works Director/City Engineer Castillo stated that there are two utilities to complete that were not previously identified.

2. CITY HALL REMODEL PHASE 1 PROJECT (COUNCIL CHAMBERS IMPROVEMENTS)

The City Hall Remodel Phase 1 Project is nearly complete and City Council meetings are now being held in the Council Chambers. Smudges on the paint and adjusting ceiling tiles still need to be completed before the project is complete.

3. CENTRAL AVENUE STREET REHABILITATION PROJECT PHASE 1

Work has begun and will continue through May 2020. During the holidays there will be a limited amount of work going on near Costco and Montclair Place.

4. REEDER RANCH ROOF REPLACEMENT AND ELECTRICAL PROJECT

The Reeder Ranch roof is substantially complete.

5. CITY HALL REMODEL PHASE 2 PROJECT (FINANCE OFFICES)

Construction will begin in January 2020.

6. HOLT BOULEVARD REHABILITATION PROJECT

This project is currently under design.

B. REGIONAL PROJECTS

1. MONTE VISTA AVENUE/UPRR GRADE SEPERATION PROJECT

This project is substantially complete. The installation of the bridge railing should be completed mid-December along with any remaining construction. Signals should be working effectively mid-December. Public

Works Director/City Engineer Castillo will have a field meeting with the designer, maintenance staff, and Albert Grover and Associates (AGA) for the timing of the signals.

2. I-10 CORRIDOR PROJECT

Construction is projected to begin in spring of 2020. Plans will soon be submitted for plan check. Work on Monte Vista Ave may begin in January 2020. Public Works Director/City Engineer Castillo has a meeting scheduled on November 25, 2019 to go over utility relocations and traffic control issues. The contractor has an outreach team that will come to present along with Tim Watkins (SBCTA) at the December 2, 2019 Council Workshop.

3. CHINO BASIN PROGRAM (IEUA)

Staff continues to team up with the Inland Empire Utilities Agency (IEUA) on the Chino Basin Program. There are several components involved in this project. All meetings have been postponed until after the holidays due to the extensive preparation with providing staff with all the complex details.

4. FOOTHILL GOLD LINE EXTENSION

There will be a station design meeting on December 12, 2019. Staff will continue to work on moving the project forward.

5. CENTRAL AVENUE BRIDGE

The highway bridge program consists of federal grant monies, which means that staff has to go through Caltrans local assistance, which can be a timely process. Public Works Director/City Engineer Castillo sent out a request for proposals for design and the top 3 firms have been interviewed. The consultant that staff is negotiating to do the design with is Biggs Cardosa Associates (BCA), which is the same consultant doing the construction management on Central. Once a price has been discussed, Public Works Director/City Engineer Castillo will bring it to Council for recommendation to award to them, but first approval needs to be given from Caltrans local assistance, which can take a couple of months. The design phase will take at least a year or two. The environmental phase will take up to nine months. Construction is projected to begin in 2024.

IX. COMMITTEE AND CITY MANAGER ITEMS — None

X. ADJOURNMENT

At 4:57 p.m., Chair Raft adjourned the meeting of the Public Works Committee. The next meeting of the Public Works Committee is scheduled to be held at 4:00 p.m. on December 19, 2019, in the City Manager's Conference Room.

Submitted for Public Works Committee approval,


Samantha Contreras
Transcribing Secretary

**MINUTES OF THE MEETING OF THE MONTCLAIR
PERSONNEL COMMITTEE HELD ON MONDAY,
DECEMBER 16, 2019, AT 8:41 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 8:41 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 December 2, 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 December 2, 2019.

IV. PUBLIC COMMENT - None

V. CLOSED SESSION

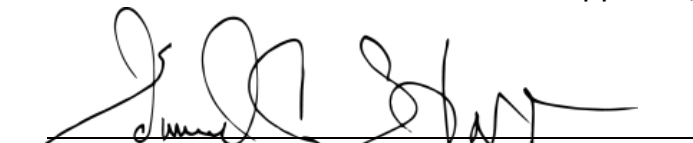
At 8:42 p.m., the Personnel Committee went into Closed Session regarding personnel matters related to appointments, resignations/terminations, and evaluations of employee performance.

At 8:59 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 8:59 p.m., Mayor Pro Tem Raft adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Edward C. Starr
City Manager