

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

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

February 18, 2020

7:00 p.m.



Mayor Javier "John" Dutrey

Mayor Pro Tem Carolyn Raft

Council Members Bill Ruh, Tenice Johnson, and Corysa Martinez

City Manager Edward C. Starr

City Attorney Diane E. Robbins

City Clerk Andrea M. Phillips

**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

February 18, 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 — None

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

Page No.

- A. Consider Projects and Prioritization of Funding for the Fiscal Year 2020–2021
Community Development Block Grant Program [CC] 4

VIII. CONSENT CALENDAR

A. Approval of Minutes

1. Regular Joint Meeting — February 3, 2020 [CC/SA/MHC/MHA/MCF]

B. Administrative Reports

1. Consider Receiving and Filing of Treasurer's Report [CC] 5
2. Consider Approval of Warrant Register & Payroll Documentation [CC] 6
3. Consider Receiving and Filing of Treasurer's Report [SA] 7
4. Consider Approval of Warrant Register [SA] 8

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5. Consider Receiving and Filing of Treasurer’s Report [MHC]	9
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9. Consider Authorizing the Receipt of \$16,284 From the FY2017 State Homeland Security Grant Program to Purchase One Hurst E-Draulic Spreader Tool and One Hurst E-Draulic Ram Tool [CC]	
Consider Authorizing a \$16,284 Appropriation from the Public Safety Grant Capital Outlay Machinery and Tools Account to Purchase One Hurst E-Draulic Spreader Tool and One Hurst E-Draulic Ram Tool from L.N. Curtis [CC]	13
10. Consider Authorizing the Receipt of \$15,270 from the FY2018 State Homeland Security Grant Program to Purchase Two Sets of Paratech Heavy Lifting Air Bags and Controllers [CC]	
Consider Authorizing a \$15,270 Appropriation from the Public Safety Grant Capital Outlay Machinery and Tools Account to Purchase Two Sets of Paratech Heavy Lifting Air Bags and Controllers from L.N. Curtis [CC]	15
 C. Agreements	
1. Consider Approval of Agreement No. 20-12 with Evans-Dodds LLC, a Grant Deed for Driveway Access (Assessor’s Parcel Nos. 1011-012-11 and -12) [CC]	17
2. Consider Approval of Agreement No. 20-13 with Caltrans, a Freeway Agreement for Interstate 10 from Mills Avenue to Benson Avenue [CC]	26
3. Consider Approval of Agreement No. 20-14 with Victor Valley Community College Authorizing the Fire Department to Provide Clinical Training for Emergency Medical Students and Firefighter Interns [CC]	30
4. Consider Approval of Agreement No. 20-16 with Walk ‘N Rollers to Provide Assistance Conducting Pedestrian and Bicycle Safety Activities for the California Office of Traffic Safety Grant Program [CC]	40
 D. Resolutions — None	

IX. PULLED CONSENT CALENDAR ITEMS

X. COUNCIL WORKSHOP

- A. Fiscal Year 2019-20 Midyear Budget Review [CC]
 - (The City Council may consider continuing this item to an adjourned meeting on Wednesday, February 19, 2020, at 6:00 p.m. in the City Council Chambers)*
- B. General Plan Update Workshop – Progress Report [CC]
 - (The City Council may consider continuing this item to an adjourned meeting on Wednesday, February 26, 2020, at 6:00 p.m. in the City Council Chambers)*
- C. Inland Empire Utilities Agency Presentation [CC]
 - (The City Council may consider continuing this item to an adjourned meeting on Monday, March 2, 2020, at 5:45 p.m. in the City Council Chambers)*

XI. COMMUNICATIONS

A. City Department Reports — None

B. City Attorney

- 1. Request for City Council to Meet in Closed Session Pursuant to Government Code §54956.9(d)(2) Regarding Potential Litigation [CC]

1 Potential Case

- 2. Request for City Council to Meet in Closed Session Pursuant to Government Code §54956.9(d)(1) Regarding Pending Litigation [CC]

Barrone v. City of Montclair

Carrillo v. City of Montclair

- 3. Closed Session Pursuant to Government Code Section 54956.8 Regarding Real Property Negotiations

Property: 5072 Moreno St., Montclair (APN 1008-163-17-0000)

Negotiating Parties: City of Montclair and Jose M. Retama

City Negotiator: Edward C. Starr, City Manager

Under Negotiation: Recommendations Regarding Purchase Price

C. City Manager/Executive Director

D. Mayor/Chairperson

E. Council Members/Directors

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

- 1. Personnel Committee Meeting — February 3, 2020 [CC]

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XII. CLOSED SESSION

XIII. CLOSED SESSION ANNOUNCEMENTS

XIV. 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, March 2, 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 Thursday, February 13, 2020.



CITY COUNCIL AGENDA REPORT

DATE:	FEBRUARY 18, 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 January 31, 2020, pursuant to state law.

BACKGROUND: Included in your agenda packet is a copy of the Treasurer's Report for the period ending January 31, 2020.

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 January 31, 2020.



CITY COUNCIL AGENDA REPORT

DATE:	FEBRUARY 18, 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 February 18, 2020; and the Payroll Documentation dated January 19, 2020; and recommends their approval.

FISCAL IMPACT: The Warrant Register dated February 18, 2020, totals \$2,264,745.90; and the Payroll Documentation dated January 19, 2019, totals \$610,996.83 gross, with \$430,238.61 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:	FEBRUARY 18, 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 January 31, 2020, 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 January 31, 2020.

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 January 31, 2020.



CITY COUNCIL AGENDA REPORT

DATE:	FEBRUARY 18, 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 January 31, 2020, pursuant to state law.

BACKGROUND: Vice Chairperson Raft has examined the Successor to the Redevelopment Agency Warrant Register dated 01.01.20–01.31.20 in the amounts of \$48,047.52 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 January 31, 2020.



CITY COUNCIL AGENDA REPORT

DATE:	FEBRUARY 18, 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 January 31, 2020, pursuant to state law.

BACKGROUND: Included in your agenda packet is a copy of the Treasurer's Report for the period ending January 31, 2020.

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 January 31, 2020.



CITY COUNCIL AGENDA REPORT

DATE:	FEBRUARY 18, 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 January 31, 2020, pursuant to state law.

BACKGROUND: Vice Chairperson Raft has examined the Warrant Register dated 01.01.20-01.31.20 in the amount of \$33,153.33 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 January 31, 2020.



CITY COUNCIL AGENDA REPORT

DATE:	FEBRUARY 18, 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 January 31, 2020, pursuant to state law.

BACKGROUND: Included in your agenda packet is a copy of the Treasurer's Report for the period ending January 31, 2020.

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 January 31, 2020.



CITY COUNCIL AGENDA REPORT

DATE:	FEBRUARY 18, 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 January 31, 2020, pursuant to state law.

BACKGROUND: Vice Chairperson Raft has examined the Warrant Register dated 01.01.20-01.31.20 in the amount of \$160,000.00 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 January 31, 2020.



CITY COUNCIL AGENDA REPORT

DATE: FEBRUARY 18, 2020 **FILE I.D.:** FRD220
SECTION: CONSENT - ADMIN. REPORTS **DEPT.:** FIRE
ITEM NO.: 9 **PREPARER:** D. POHL

SUBJECT: CONSIDER AUTHORIZING THE RECEIPT OF \$16,284 FROM THE FY2017 STATE HOMELAND SECURITY GRANT PROGRAM TO PURCHASE ONE HURST E-DRAULIC SPREADER TOOL AND ONE HURST E-DRAULIC RAM TOOL

CONSIDER AUTHORIZING A \$16,284 APPROPRIATION FROM THE PUBLIC SAFETY GRANT CAPITAL OUTLAY MACHINERY AND TOOLS ACCOUNT TO PURCHASE ONE HURST E-DRAULIC SPREADER TOOL AND ONE HURST E-DRAULIC RAM TOOL FROM L.N. CURTIS

REASON FOR CONSIDERATION: The City Council is requested to consider authorizing the receipt of \$16,284 from the FY2017 State Homeland Security Grant Program (HSGP) and to authorize a \$16,284 appropriation from the Public Safety Grant Capital Outlay Machinery and Tools account to purchase one Hurst E-Draulic spreader tool and one Hurst E-Draulic ram tool.

BACKGROUND: The FY2017 HSGP is responsible for distributing non-matching grant funds to local responders to provide financial assistance for the purpose of purchasing equipment and supplies to improve emergency response capabilities. All eligible applicants are required to purchase equipment or supplies in advance and are entitled to 100 percent reimbursement through the grant program. The distribution of grant funds is coordinated by each Operational Area (OA). The coordinating agency for the City of Montclair is the San Bernardino County Fire Protection District.

Through the FY2017 HSGP, the Fire Department has been authorized to receive \$16,284 in non-matching grant funds to purchase one Hurst E-Draulic spreader tool and one Hurst E-Draulic ram tool. HSGP funds are distributed to fire jurisdictions within San Bernardino County. Each jurisdiction is allocated a \$10,000 base, with the remainder of the grant distributed on a per-capita basis to each eligible jurisdiction. The total grant allocation for San Bernardino County for FY2017 is approximately \$608,915; the Montclair Fire Department's allocation is \$16,284.

The Fire Department is currently using Holmatro rescue tools that, due to their age, are non-serviceable. Hurst E-Draulic tools were purchased for the Department's new ladder truck. These same rescue tools would be purchased through the FY2017 HSGP allowing both front-line apparatus to have the same equipment. These tools can be utilized for vehicle accidents, building collapse, and forcible entry into a building. They are battery supplied, which would allow personnel to respond faster and more efficiently to incidents.

Staff received three quotes, which are listed on the following page, for the two Hurst E-Draulic rescue tools.

<u>Vendor</u>	<u>Bid Amount</u>
L.N. Curtis	\$22,356.00
Allstar Fire Equipment, Inc.	\$24,570.00
FIRE ETC	\$26,301.18

L.N. Curtis is the selected vendor for this purchase. This vendor has the lowest bid and they have been one of the Department's preferred vendors for apparatus tools and equipment.

FISCAL IMPACT: If approved by the City Council, the purchase of Hurst E-Draulic rescue tools would result in a \$16,284 appropriation from the Public Safety Grant Fund (1163) Capital Outlay Machinery and Tools Account. The City would be reimbursed the \$16,284 from the FY2017 HSGP. The remaining balance of \$6,072 would be paid out of the FY 2019-20 Budget in the Fire Department's Emergency Services Small Equipment Account (1001-4533-52690-400-00000).

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

1. Authorize the receipt of \$16,284 from the FY2017 State Homeland Security Grant Program to purchase one Hurst E-Draulic spreader tool and one Hurst E-Draulic ram tool.
2. Authorize a \$16,284 appropriation from the Public Safety Grant Capital Outlay Machinery and Tools Account to purchase one Hurst E-Draulic spreader tool and one Hurst E-Draulic ram tool from L.N. Curtis.



CITY COUNCIL AGENDA REPORT

DATE: FEBRUARY 18, 2020 **FILE I.D.:** FRD220
SECTION: CONSENT - ADMIN. REPORTS **DEPT.:** FIRE
ITEM NO.: 10 **PREPARER:** D. POHL
SUBJECT: CONSIDER AUTHORIZING THE RECEIPT OF \$15,270 FROM THE FY2018 STATE HOMELAND SECURITY GRANT PROGRAM TO PURCHASE TWO SETS OF PARATECH HEAVY LIFTING AIR BAGS AND CONTROLLERS

CONSIDER AUTHORIZING A \$15,270 APPROPRIATION FROM THE PUBLIC SAFETY GRANT CAPITAL OUTLAY MACHINERY AND TOOLS ACCOUNT TO PURCHASE TWO SETS OF PARATECH HEAVY LIFTING AIR BAGS AND CONTROLLERS FROM L.N. CURTIS

REASON FOR CONSIDERATION: The City Council is requested to consider authorizing the receipt of \$15,270 from the FY2018 State Homeland Security Grant Program (HSGP) and to authorize a \$15,270 appropriation from the Public Safety Grant Capital Outlay Machinery and Tools Account to purchase two sets of Paratech heavy lifting air bags and controllers.

BACKGROUND: The FY2018 HSGP is responsible for distributing non-matching grant funds to local first responders to provide financial assistance for the purpose of purchasing equipment and supplies to improve emergency response capabilities. All eligible applicants are required to purchase equipment or supplies in advance and are entitled to 100 percent reimbursement through the grant program. The distribution of grant funds is coordinated by each Operational Area (OA). The coordinating agency for the City of Montclair is the San Bernardino County Fire Protection District.

Through the FY2018 HSGP, the Fire Department has been authorized to receive \$15,270 in non-matching grant funds to purchase two sets of Paratech heavy lifting air bags and controllers. HSGP funds are distributed to fire jurisdictions within San Bernardino County. Each jurisdiction is allocated a \$10,000 base with the remainder of the grant distributed on a per capita basis to each eligible jurisdiction. The total grant allocation for San Bernardino County for FY2018 is approximately \$564,221; the Montclair Fire Department's allocation is \$15,270.

The Fire Department is currently using air bags that are approaching 20 years old. Some of the bags have developed leaks and cannot be used in an emergency situation. The new Paratech heavy lifting air bags have a larger lifting capacity and would allow both front-line apparatus to handle multiple types of emergency situations from vehicle accident to building collapse.

Staff received three quotes which are listed below for the two sets of Paratech heavy lifting air bags and controllers.

<u>Vendor</u>	<u>Bid Amount</u>
L.N. Curtis	\$17,353.60
Allstar Fire Equipment, Inc.	\$18,349.20
Paratech	\$20,221.92

L.N. Curtis is the selected vendor for this purchase. This vendor has the lowest bid, and they have been one of the Department's preferred vendors for apparatus tools and equipment.

FISCAL IMPACT: If approved by the City Council, the purchase of two heavy lifting air bags and controllers would result in a \$15,270 appropriation from the Public Safety Grant Fund (1163) Capital Outlay Machinery and Tools Account. The City would be reimbursed the \$15,270 from the FY2018 HSGP. The remaining balance of \$2,083.60 would be absorbed by the City's General Fund.

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

1. Authorize the receipt of \$15,270 from the FY2018 State Homeland Security Grant Program to purchase two sets of Paratech heavy lifting air bags and controllers.
2. Authorize a \$15,270 appropriation from the Public Safety Grant (1163) Capital Outlay Machinery and Tools Account to purchase two sets of Paratech heavy lifting air bags and controllers from L.N. Curtis.



CITY COUNCIL AGENDA REPORT

DATE:	FEBRUARY 18, 2020	FILE I.D.:	LDA215
SECTION:	CONSENT - AGREEMENTS	DEPT.:	PUBLIC WORKS
ITEM NO.:	1	PREPARER:	N. CASTILLO
SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NO. 20-12 WITH EVANS-DODDS LLC, A GRANT DEED FOR DRIVEWAY ACCESS (ASSESSOR'S PARCEL NOS. 1011-012-11 AND -12)		

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 20-12 with Evans-Dodds LLC, a Grant Deed for driveway access. As part of the right-of-way phase for the Monte Vista Avenue Grade Separation Project, the City of Montclair entered into an agreement dated March 10, 2011, with Evans-Dodds LLC, the entity in ownership of the property formerly located at 10635 Monte Vista Avenue. As the City moves to finalize the project's construction, the remaining terms and obligations of the aforementioned agreement requires a conveyance of city right-of-way to Evans-Dodds LLC. Agreements with the City require City Council approval.

BACKGROUND: The subject property owned by Evans-Dodds LLC lies at the northeast quadrant of the UPRR railroad crossing at Monte Vista Avenue. Due to the grade separation work associated with the City's project, this property would be landlocked and would no longer have driveway access to Monte Vista Avenue. To remedy this adverse impact, a new driveway access was constructed as part of the grade separation project scope. The City of Montclair acquired portions of adjacent properties in order to provide right-of-way for this new driveway to Brooks Street. With the completion of the construction project, the City of Montclair must execute a grant deed to convey this right-of-way to Evans-Dodds LLC. Approval of this action from the Montclair City Council is requested prior to gaining signatures on the Grant Deed and Certificate of Acceptance.

FISCAL IMPACT: There is no fiscal impact related to the City Council's approval of Agreement No. 20-12. The acquisition of property was accomplished with earlier phase of the project.

RECOMMENDATION: Staff recommends that the City Council approve Agreement No. 20-12 with Evans-Dodds LLC, a grant deed for driveway access (Assessor's Parcel Nos. 1011-012-11 and -12).

RECORDING REQUESTED BY:

CITY OF MONTCLAIR
5111 Benito Street
Montclair, CA 91764

WHEN RECORDED MAIL TO:

EVANS-DODDS LLC
10635 Monte Vista Avenue
Montclair, CA 91763

APN: 1011-012-11 and a Portion of APN: 1011-012-12 (Space above line for Recorder's use only)

*The undersigned declares that this document is recorded at the request of and for the benefit of the City of Montclair and is therefore exempt from the payment of the recording fee pursuant to Government Code § 6103 and § 27383 and from payment of the documentary transfer tax pursuant to Revenue and Taxation Code § 11922. **This is a bonafide gift and the grantor received nothing in return, R&T 11911.***

Agreement No. 20-12

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, CITY OF MONTCLAIR, a municipal corporation, hereinafter referred to as "GRANTOR," does hereby grant to EVANS-DODDS LLC, hereinafter referred to as "GRANTEE," that certain real property located in the City of Montclair, County of San Bernardino, State of California, more particularly described as County Assessor's Parcel Number 1011-012-11 and a portion of Assessor's Parcel Number 1011-012-12, and described on Exhibits "A" and depicted on Exhibits "B" attached hereto and incorporated by reference herein.

The Property includes all of the interests of Grantor in and to the Property, and all rights and appurtenances pertaining to the Property, including all improvements thereon, and any rights, title, and interest of Grantor.

**SEE EXHIBITS "A" (LEGAL DESCRIPTION) AND EXHIBITS "B" (MAP)
ATTACHED HERETO AND MADE A PART HEREOF**

IN WITNESS WHEREOF, Grantor hereby grants the said Grant Deed this _____ day of _____, 2020.

GRANTOR:

CITY OF MONTCLAIR, a Municipal Corporation

By:

Name: Javier John Dutrey

Its: Mayor

Attest:

Andrea M. Phillips, City Clerk

EXHIBIT A

LEGAL DESCRIPTION

THAT PORTION OF LOT 2, BLOCK 28, MONTE VISTA TRACT, IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 11, PAGE 34, OF MAPS, AND AS SHOWN ON THE AMENDED MAP OF PART OF MONTE VISTA TRACT FILED IN BOOK 8, PAGE 73, OF MAPS, AND AN AMENDED MAP OF PART OF MONTE VISTA TRACT FILED IN BOOK 13, PAGE 21, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF FOREMAN PROPERTY DESCRIBED IN DEED RECORDED AUGUST 14, 2001 AS INSTRUMENT NO. 20010367198, OFFICIAL RECORDS, SAID NORTHEAST CORNER ALSO BEING ON THE WESTERLY LINE OF PARCEL 1, PARCEL MAP NO. 7103, IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PARCEL MAP RECORDED MARCH 10, 1982 IN BOOK 72, PAGE 39 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND DISTANT 30.00 FEET SOUTHERLY OF THE CENTERLINE OF BROOKS STREET, SAID POINT ALSO BEING THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 88°58' WEST, A DISTANCE OF 26.99 FEET;

THENCE SOUTH 9°54' WEST, A DISTANCE OF 183.33 FEET MORE OR LESS TO THE SOUTH LINE OF THE LAND CONVEYED TO DELBERT DARRELL FOREMAN BY DEED RECORDED AUGUST 14, 2001 AS DOCUMENT NO. 20010367198, OFFICIAL RECORDS;

THENCE NORTH 88°58' EAST ALONG SAID SOUTH LINE, A DISTANCE OF 26.99 FEET MORE OR LESS TO A POINT ON THE EASTERLY LINE OF LAND CONVEYED TO W.C. LOOKING HILL BY DEED RECORDED JUNE 18, 1920 IN BOOK 586, PAGE 358 OF DEEDS, SAID POINT ALSO BEING ON THE WESTERLY LINE OF PARCEL 1, PARCEL MAP NO. 7103;

THENCE NORTH 9°54' EAST ALONG SAID EASTERLY LINE, AS DISTANCE OF 183.33 FEET MORE OR LESS TO THE **TRUE POINT OF BEGINNING**.

THE ABOVE PARCEL OF LAND CONTAINING 4,858 SQUARE FEET (0.11 ACRES) MORE OR LESS.

SEE EXHIBIT B ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.


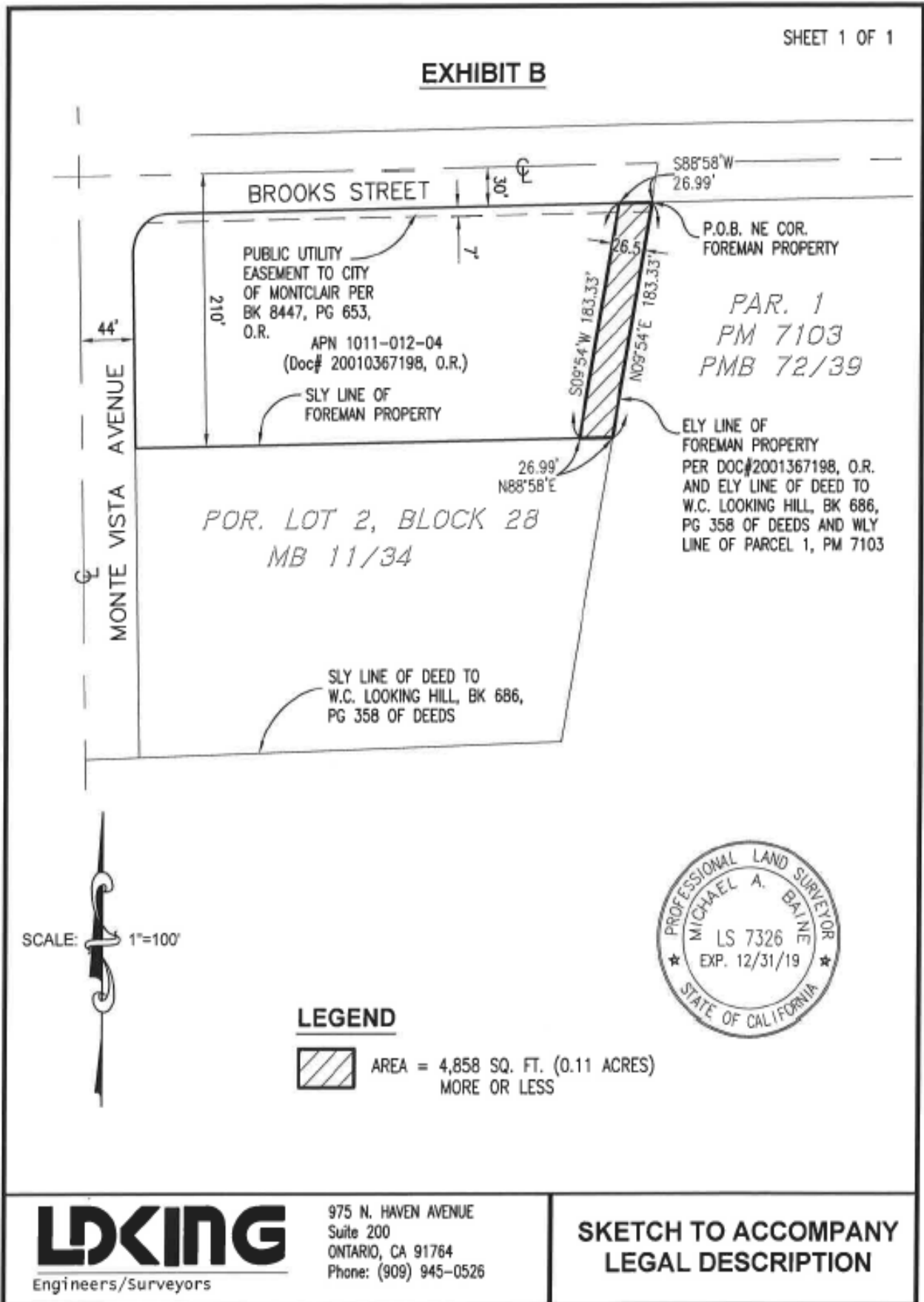
 Nov. 7, 2019
MICHAEL A. BAINE, PLS 7326



EXHIBIT B



SCALE: 1"=100'

LEGEND



AREA = 4,858 SQ. FT. (0.11 ACRES)
MORE OR LESS



LOOKING
Engineers/Surveyors

975 N. HAVEN AVENUE
Suite 200
ONTARIO, CA 91764
Phone: (909) 945-0526

**SKETCH TO ACCOMPANY
LEGAL DESCRIPTION**

EXHIBIT "A"

THAT PORTION OF PARCEL 1, PARCEL MAP NO. 7103, IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PARCEL MAP RECORDED IN BOOK 72, PAGE 39 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

THE WESTERLY 5.0 FEET OF SAID PARCEL 1 EXCEPTING THERE FROM THE FOLLOWING DESCRIBED LAND;

BEGINNING AT THE NORTHWEST CORNER OF PARCEL 1, SAID NORTHWEST CORNER ALSO BEING ON THE SOUTHERLY LINE OF BROOKS STREET SAID POINT BEING DISTANT 30.0 FEET SOUTHERLY OF THE CENTERLINE OF BROOKS STREET AS SHOWN ON SAID PARCEL MAP;

THENCE SOUTH 10° 02' 00" WEST A DISTANCE OF 7.12 FEET;

THENCE NORTH 89° 24' 41" EAST A DISTANCE OF 5.09 FEET;

THENCE NORTH 10° 02' 00" EAST A DISTANCE OF 7.12 FEET;

THENCE SOUTH 89° 24' 41" WEST A DISTANCE OF 5.09 FEET.

THE ABOVE PARCEL OF LAND CONTAINS 1,811 SQ. FT. OR 0.04 ACRES MORE OR LESS;

EXHIBIT B IS ATTACHED HERETO AND A PART HEREOF.

THIS DESCRIPTION PREPARED BY ME OR UNDER MY SUPERVISION.

 May 11, 2009
DOUGLAS H. MAYS, P.E. DATE
RCE NO. 21062 LICENSE EXPIRES 9-30-09



EXHIBIT A

LEGAL DESCRIPTION (APN 1011-012-11)

THAT PORTION OF PARCEL 1, PARCEL MAP NO. 7103, IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 72, PAGE 39, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

THE WESTERLY 5' OF SAID PARCEL 1, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED LAND:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 1, SAID NORTHWEST CORNER ALSO BEING ON THE SOUTHERLY LINE OF BROOKS STREET, SAID POINT BEING DISTANT 30.00 FEET SOUTHERLY OF THE CENTERLINE OF BROOKS STREET AS SHOWN ON SAID PARCEL MAP;

THENCE SOUTH 10°02'00" WEST, A DISTANCE OF 7.12 FEET;

THENCE NORTH 89°24'41" EAST, A DISTANCE OF 5.09 FEET;

THENCE NORTH 10°02'00" EAST, A DISTANCE OF 7.12 FEET;

THENCE SOUTH 89°24'41" WEST, A DISTANCE OF 5.09 FEET;

THE ABOVE PARCEL OF LAND CONTAINING 1,813 SQUARE FEET (0.04 ACRES) MORE OR LESS.

SEE EXHIBIT B ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

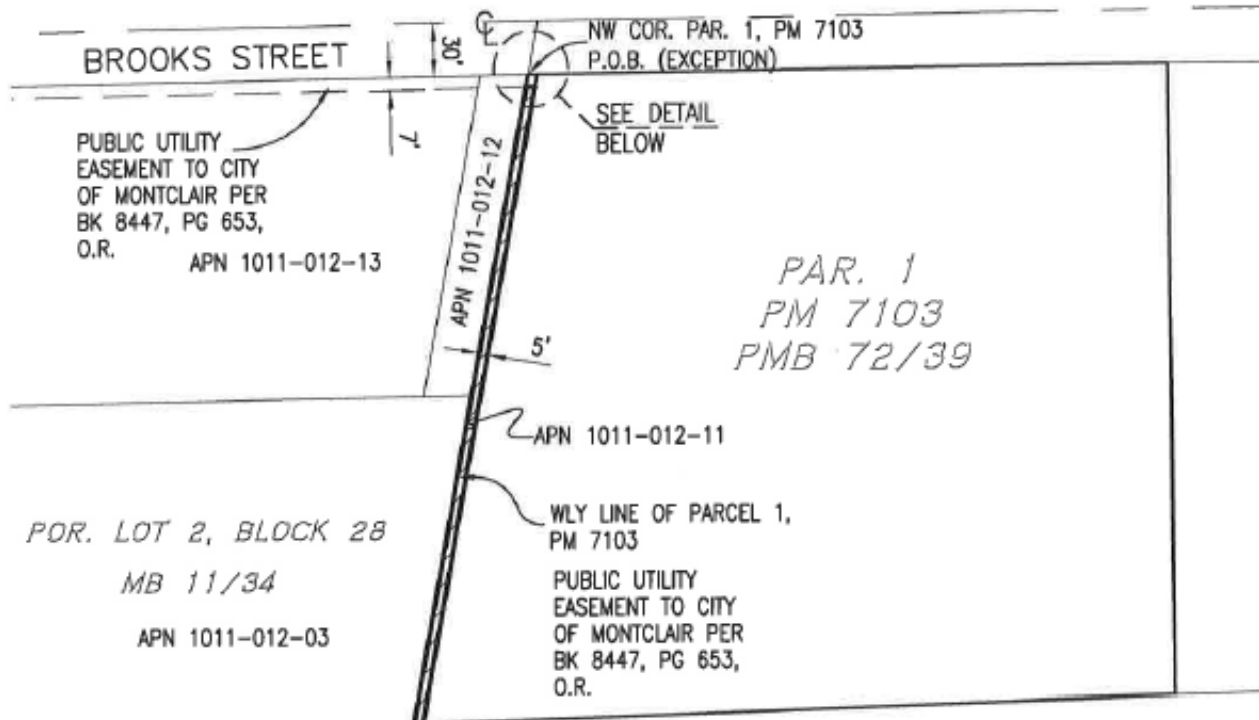


MICHAEL A. BAINE, PLS 7326


Nov. 20, 2019

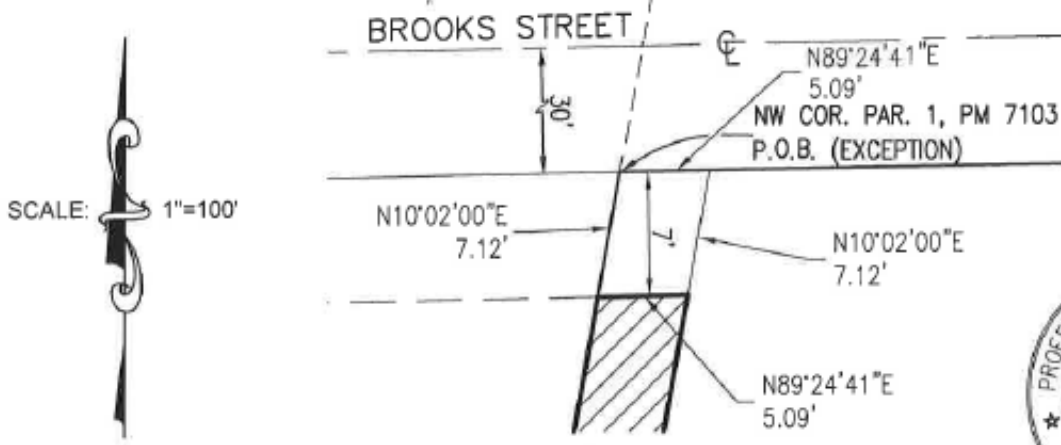


EXHIBIT B



LEGEND

 AREA = 1,813 SQ. FT. (0.04 ACRES)
MORE OR LESS



DETAIL
NO SCALE



SCALE: 1"=100'

LDKING
Engineers/Surveyors

975 N. HAVEN AVENUE
Suite 200
ONTARIO, CA 91764
Phone: (909) 945-0526

**SKETCH TO ACCOMPANY
LEGAL DESCRIPTION**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY: SAN BERNARDINO

On _____ before me _____, Notary Public

Personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) claimed by Signer(s) _____

Signer's Name:

- Individual
- Corporate Officer – Title(s): _____
- Partner – Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

CERTIFICATE OF CONVEYANCE

This is to certify that the interest in real property conveyed by the GRANT DEED from the CITY OF MONTCLAIR, a municipal corporation (“City”) to EVANS-DODDS LLC, a California limited liability company, pursuant to action of the City Council's approval of Agreement No. 20-12 on February 18, 2020, is hereby authorized by the undersigned officer or agent on behalf of the City of Montclair.

Authorized Signatory:

February 19, 2020

Date

Andrea M. Phillips
City Clerk of the City of Montclair



CITY COUNCIL AGENDA REPORT

DATE:	FEBRUARY 18, 2020	FILE I.D.:	FWY158
SECTION:	CONSENT - AGREEMENTS	DEPT.:	PUBLIC WORKS
ITEM NO.:	2	PREPARER:	N. CASTILLO
SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NO. 20-13 WITH CALTRANS, A FREEWAY AGREEMENT FOR INTERSTATE 10 FROM MILLS AVENUE TO BENSON AVENUE		

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 20-13, a Freeway Agreement with Caltrans for Interstate 10 from Mills Avenue to Benson Avenue. Agreements with the City require City Council approval. This Agreement shall supersede the previous Freeway Agreement dated July 18, 1966.

BACKGROUND: Interstate 10 was declared a freeway by the State of California on September 13, 1948. The City entered into a Freeway Agreement with the state dated July 18, 1966. A revised map has been prepared by Caltrans showing planned improvements to the freeway, and it is mutually desired by both the City and Caltrans to enter into a new Freeway Agreement in accordance with the revised plan (identified as Exhibit A to the proposed Agreement).

The agreement outlines the general roles, requirements, and responsibilities of each agency related to the freeway. Since the freeway has been previously constructed, this agreement will memorialize the City streets that connect to the Freeway. Additionally, the Freeway Agreement is a prerequisite to the execution of future Freeway Maintenance Agreements and Construction Cooperative Agreements for the pending improvements along the I-10 corridor.

FISCAL IMPACT: The City Council's approval of Agreement No 20-13 would have no fiscal impact to the City's General Fund. Interstate 10 is an already-existing freeway, and separate agreements, subject to City Council approval, will be executed for any future Maintenance and Cooperative Agreements relating to Interstate 10. No additional funds are being requested at this time.

RECOMMENDATION: Staff recommends that the City Council approve Agreement No. 20-13 with Caltrans, a Freeway Agreement for Interstate 10 from Mills Avenue to Benson Avenue.

08-SBD-10-PM 0/1.8
In the City of Montclair
On Route 10
From Mills Avenue
To Benson Avenue

FREEWAY AGREEMENT

THIS AGREEMENT, made and entered into on this _____ day of _____, 20____, by and between the STATE OF CALIFORNIA, acting by and through the Department of Transportation (herein referred to as "STATE") and the CITY OF MONTCLAIR (herein referred to as "CITY"),

WITNESSETH:

WHEREAS, the highway described above has been declared to be a freeway by Resolution of the California Highway Commission on September 13, 1948: and

WHEREAS, STATE and CITY have entered into a Freeway Agreement dated July 18, 1966, relating to that portion of State Highway Route 10 between West City Limit and Benson Avenue; and

WHEREAS, a revised plan map for such freeway has been prepared showing the proposed plan of the STATE as it affects streets of the CITY; and

WHEREAS, it is the mutual desire of the parties hereto to enter into a new Freeway Agreement in accordance with the revised plan of said freeway.

NOW, THEREFORE, IT IS AGREED:

1. This Agreement supersedes in its entirety said Freeway Agreement dated July 18, 1966.
2. CITY agrees and consents to the closing of CITY streets, relocation of CITY streets, construction of frontage roads and other local streets, and other construction affecting CITY streets, all as shown on the plan map attached hereto, marked Exhibit A, and made a part hereof by reference.
3. The obligations of STATE and CITY with respect to the funding and construction of the freeway project will always be dealt with in separate Cooperative Agreement(s) between the parties, and any amendments thereto, or Encroachment Permits issued to CITY. The parties responsible for the construction of the freeway shall make any changes affecting CITY streets only in accordance with the plan map attached hereto, marked Exhibit A.
4. The obligations of STATE and CITY with respect to the acquisition of the rights of way required for the construction, reconstruction, or alteration of the freeway and CITY streets, frontage roads, and other local streets will always be dealt with in separate Cooperative Agreement(s) between the parties, and any amendments thereto or Encroachment Permits issued to CITY.
5. It is understood between the parties that the rights of way may be acquired in sections or units, and that both as to the acquisition of right of way and the construction of the freeway project, the obligations of STATE and CITY hereunder shall be carried out at such time and for such unit or units of the project as funds are budgeted and made lawfully available for such expenditures.

08-SBD-10-PM 0/1.8
In the City of Montclair
On Route 10
From Mills Avenue
To Benson Avenue

6. CITY will accept control and maintenance over each of the relocated or reconstructed CITY streets, any frontage roads, and other local streets constructed as part of the project, on receipt of written confirmation that the work thereon has been completed, except for any portion which is adopted by STATE as a part of the freeway proper. If acquired by STATE, CITY will accept title to the portions of such streets lying outside the freeway limits upon relinquishment by STATE.

7. This Agreement may be modified at any time by the mutual consent of the parties hereto, as needed to best accomplish, through STATE and CITY cooperation, the completion of the whole freeway project for the benefit of the people of the STATE and of the CITY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers.

STATE OF CALIFORNIA
Department of Transportation

TOKS OMISHAKIN
Director of Transportation

By:

MICHAEL D. BEAUCHAMP,
District Director

Date: _____

APPROVED AS TO FORM:

Attorney (State)

CITY OF MONTCLAIR

By:

JAVIER JOHN DUTREY, Mayor

EDWARD C. STARR, City Manager

Date: _____

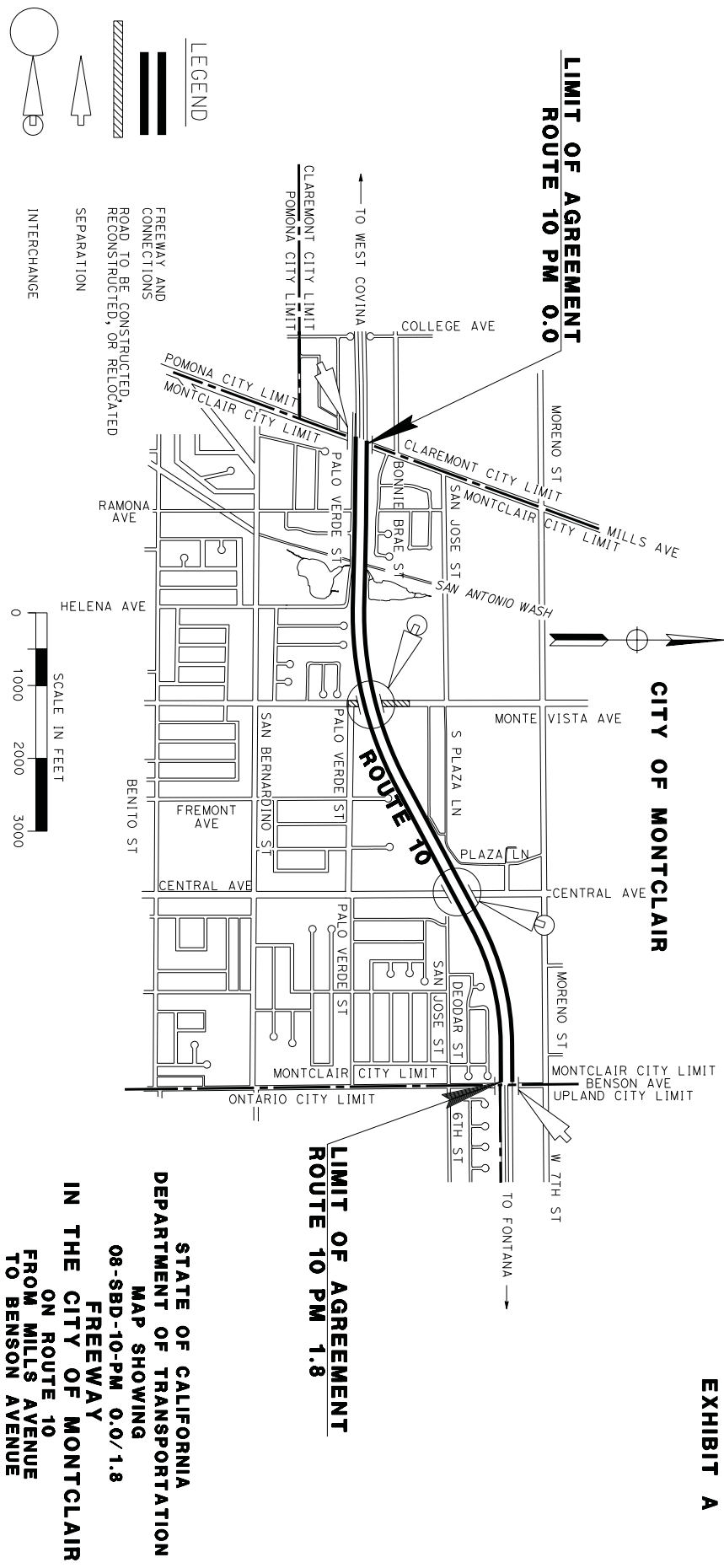
ATTEST:

ANDREA PHILLIPS, City Clerk

APPROVED AS TO FORM:

DIANE E. ROBBINS, City Attorney

EXHIBIT A



IN SAN BERNARDINO CO. ON ROUTE 10 PM 0.0/1.8

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
MAP SHOWING
08-SBD-10-PM 0.0/1.8
FREEWAY
IN THE CITY OF MONTCLAIR
ON ROUTE 10
FROM MILLS AVENUE
TO BENSON AVENUE**

IN SAN BERNARDINO CO. ON ROUTE 10 PM 0.0/1.8



CITY COUNCIL AGENDA REPORT

DATE:	FEBRUARY 18, 2020	FILE I.D.:	FRD215
SECTION:	CONSENT - AGREEMENTS	DEPT.:	FIRE
ITEM NO.:	3	PREPARER:	S. JACKSON
SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NO. 20-14 WITH VICTOR VALLEY COMMUNITY COLLEGE AUTHORIZING THE FIRE DEPARTMENT TO PROVIDE CLINICAL TRAINING FOR EMERGENCY MEDICAL STUDENTS AND FIREFIGHTER INTERNS		

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 20-14 with Victor Valley Community College authorizing the Fire Department to provide clinical training for emergency medical students and firefighter interns.

A copy of proposed Agreement No. 20-14 is attached for the City Council's review and consideration.

BACKGROUND: As an agency with a Paramedic and Firefighter Training Program, the City has been approached with another opportunity to provide unpaid clinical training to emergency medical students and firefighter interns. Victor Valley Community College has an established Paramedic and Fire Training Program and desires to contract with the City for the Fire Department to provide field training to some of the students.

Montclair Paramedics who satisfactorily complete the required training to become clinical preceptors may provide field training to paramedic students/interns. The Fire Department just recently served as a preceptor for three Mt. San Antonio College paramedic students and determined that serving as a field-training agency continues to be beneficial to the City's Paramedic Program.

Paramedics and Firefighters who satisfactorily complete the required training to become clinical preceptors may provide field training to paramedic and firefighter students/interns. The Fire Department currently has five Paramedics who are certified as preceptors, and all six Fire Captains are eligible to train firefighter interns.

As a field-training agency, the preceptors are obligated to practice and maintain advanced life-support skills. As a training agency, the City's Paramedic Program continually receives updated advanced life-support information and practices changing medical protocols.

The term of proposed Agreement No. 20-14 is three years, from February 18, 2020 through February 17, 2023.

FISCAL IMPACT: There would be no fiscal impact should the City Council approve proposed Agreement No. 20-14.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 20-14 with Victor Valley Community College authorizing the Fire Department to provide clinical training for emergency medical students and firefighter interns.

AGREEMENT STUDENT UNPAID FIELD INTERNSHIP EXPERIENCE

THIS AGREEMENT is entered into by and between the **Victor Valley Community College District hereinafter referred to as the “School,”** and the **City of Montclair Fire Department, hereinafter referred to as “City of Montclair.”**

WITNESSETH:

WHEREAS, the School has approved a Emergency Medical Services-EMT & Paramedic / Firefighter I/II Intern Program for the School and such program requires field internship experience and the use of City of Montclair’s facilities for required learning experiences which may be obtained by participating in the Emergency Medical Services-EMT & Paramedic / Firefighter 1 Intern Program and providing services to and for City of Montclair in a manner which is mutually beneficial to students and City of Montclair; and

WHEREAS, Emergency Medical Services-EMT & Paramedic / Firefighter 1 Intern conducts training and instruction programs for students leading to Paramedic & EMT Certificate / Fire 95 (Basic Fire Academy) in the State of California.

WHEREAS, said Firefighter 1 Intern training requires an 800-hour internship / Emergency Medical Services-EMT & Paramedic requires 24 – 700 hours for students to obtain broader clinical learning experiences in a location providing primary 911 service and is an approved emergency medical services provider; and

WHEREAS, it is in the mutual interest and benefit of the parties hereto that students obtain their clinical / field experience at City of Montclair facilities.

NOW, THEREFORE, in consideration of the covenants, conditions, and stipulations hereinafter expressed and in consideration of the mutual benefits to be derived there from, the parties hereto agree as follows:

I. **THE SCHOOL, SHALL:**

- A. Designate the students who are enrolled in the Emergency Medical Services-EMT & Paramedic / Firefighter 1 Intern Program of the School to be assigned for field internship experience at City of Montclair in such numbers as are mutually agreed to by both parties.
- B. Advise City of Montclair in writing of the names of the students who are in the Emergency Medical Services-EMT & Paramedic / Firefighter 1 Intern Program.
- C. Ensure that students participating in Program are at least eighteen (18) years of age. Inclusion of a student’s name on the list referenced in paragraph B is School’s representation that student is at least eighteen (18) years of age.
- D. Establish the educational goals and objectives for the field internship experience by mutual agreement between City of Montclair’s management and the School’s Emergency Medical Services-EMT & Paramedic / Firefighter 1 Intern Program Field Coordinator or their duly authorized representative.

- E. In consultation and coordination with City of Montclair, plan for the field internship experience to be provided to students under this Agreement.
- F. In consultation and coordination with City of Montclair, arrange for periodic conferences between appropriate representatives of the School and City of Montclair to evaluate the field internship experience provided under this Agreement
- G. Develop and implement a mechanism for determining evaluation of the performance of students to include, where appropriate, input from City of Montclair.
- H. Designate a member of School's staff to provide coordination, oversight and direction of student's educational activities and assignments during the field internship experience with City of Montclair.
- I. Keep and maintain accurate records and reports for all students participating in the field internship experience. Records shall include the student's transcript, licensure/certification, pre-assignment health assessment record, and history of vaccination/immunizations.
- J. Be responsible for student professional activities and conduct while at City of Montclair.
- K. Provide and be responsible for the care and control of the School's education supplies, materials, and equipment used for instruction during said Program.
- L. Provide for the orientation of students and faculty assigned to City of Montclair.
- M. Provide each student with a pre-assigned health assessment, which shall include a history of immunizations, proof of Hepatitis B vaccination or immunization, proof of MMR vaccination, proof of negative TB test, and proof of varicella titer.
- N. Educate students regarding compliance with all required OSHA regulations including, but not limited to, Blood-borne Pathogen Standards.
- O. Furnish each student with a clinical experience manual or materials that describe the goals, policies, and procedures of the Program. City of Montclair shall have the opportunity to review and comment on these materials.
- P. Require every student to conform to all applicable City of Montclair policies, procedures and guidelines, applicable state and federal laws and regulations, including those concerning the confidentiality of patient care and patient care records, and all requirements and restrictions specified jointly by representatives of the School and City of Montclair. This includes all confidentiality requirements applicable to City of Montclair.
- Q. Require every student assigned to Program to have all required personal protective equipment, as is, or may be required by OSHA or other regulatory agency as required of City of Montclair prior to assignment to the field internship experience. Such personal protective equipment includes, but not limited to, safety goggles and an appropriate uniform. Failure to possess and use the required OSHA equipment will result in the student's dismissal from the Program.

- R. Maintain medical malpractice insurance for students during the field internship experience with City of Montclair.

Insurance – Without in any way affecting the indemnity herein provided for and in addition thereto, the School shall secure and maintain throughout the Agreement the following types of insurance with limits as shown:

Victor Valley Community College District is an 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." The school will provide City of Montclair with an evidence of coverage form that will provide the identity of the pool and the amount of retention by line of coverage.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. The School agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of City of Montclair to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of City of Montclair.

With respect to applicable requirements of the Labor Code of the State of California, students shall be considered employees of the School.

- S. School agrees that City of Montclair is not to assume, nor shall it assume by this Agreement, liability under any applicable Workers' Compensation Law for, by, or on behalf of any of the School's students, faculty, officers, employees, agents, or volunteers while said individuals are on the premises of City of Montclair performing any duty under the terms of this Agreement and School agrees to indemnify, defend and hold City of Montclair harmless with respect thereto as provided herein. School's students, faculty, officers, employees, agents and volunteers shall not be construed to be employees of City of Montclair for any purpose.
- T. The Victor Valley Community College District agrees to defend, indemnify and hold harmless City of Montclair, it's officers, employees, agents, and volunteers for any and all claims, losses, actions, damages and/or liability arising out of the acts or omissions of its officers, employees, agents and volunteers in the performance of this agreement, including any costs or expenses incurred by the City of Montclair, except as prohibited by law.
- U. City of Montclair agrees to defend, indemnify and hold harmless the Victor Valley Community College District, it's officers, employees, agents and volunteers for any and all claims, losses, actions, damages and/or liability arising out of the acts or omissions of its officers, employees, agents and volunteers in the performance of this agreement, including any costs or expenses incurred by Victor Valley Community College District.

- V. In the event that City of Montclair and/or Victor Valley Community College District are determined to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this agreement, City of Montclair and/or Victor Valley Community College shall indemnify the other to the extent of its comparative fault.

II. CITY OF MONTCLAIR SHALL:

- A. Permit each student who is designated by the School, pursuant to Paragraph I.A. above, to receive field internship experience at City of Montclair in the hereinafter listed type of training, and shall furnish and permit such students and instructors free access to appropriate facilities for such field internship experience:

EMT / Paramedic / Firefighter
Type of Training

Varies
Address of Training Facility

- B. Furnish appropriate field facilities, in such manner that there will be no conflict in the use thereof between the Program’s students and students from other educational institutions, if any.
- C. Maintain adequate staff, equipment and facilities used for the field internship experience to meet the educational goals and objectives of the Program in a manner consistent with the standards and requirements established by the School and City of Montclair.
- D. City of Montclair will designate appropriate personnel to coordinate the student’s field internship experience in the Program.
- E. City of Montclair will assign each student a preceptor with appropriate training and experience to supervise the student during each clinical assignment. The preceptor shall monitor the student’s progress and evaluate the student at the end of each shift on forms provided by the Program.
- F. Designate, after consultation with School, a person to coordinate students’ schedules and activities while working with City of Montclair. Such person shall be the Program Coordinator and shall act as liaison with School. The name of City of Montclair’s Program Coordinator shall be provided to Program’s Clinical Coordinator.
- G. Implement schedules for students in conjunction with the Clinical Coordinator and in accordance with School’s educational goals and objectives. City of Montclair shall determine the number of students permitted to rotate through the field internship experience. City of Montclair must ensure that students are provided appropriate supervision. Students are not used to replace staff of City of Montclair and City of Montclair is ultimately responsible for patient care.
- H. Protect the health and safety of students on rotation with City of Montclair by providing each student with the following:

1. A brief orientation of the clinical area where student will be working, and information about City of Montclair's security measures, fire safety and disaster protocols, and any additional recommended personnel safety and security precautions.
 2. Instruction in City of Montclair's policies and procedures for infection control, including the handling and disposal of needles and other sharp objects, and in City of Montclair's protocols for on-the-job injuries, including those resulting from needlestick injuries and other exposures to blood or body fluids or airborne contaminants.
 3. First aid and other emergency treatment on-site, including, but not limited to, immediate evaluation for risk of infection and appropriate follow-up care of student in the event of a needlestick injury to or other exposure of student to blood or body fluids or airborne contaminants. In the case of suspected or confirmed exposure to the human immunodeficiency virus (HIV) or hepatitis, such follow-up care shall be consistent with the current guidelines of the Centers for Disease Control ("CDC") and the community's standard of care. Information regarding the CDC may be obtained by calling (800) 342-2437. The initial care and administration of testing and prophylactic therapy shall be paid for by School. Any costs incurred in the treatment of students shall be the sole responsibility of School and/or student.
 4. Access to any of City of Montclair's applicable reference materials.
- I. Maintain its approval as an emergency medical service provider and comply with all applicable laws, regulations, and Program requirements. City of Montclair shall notify School within five (5) days of receipt of notice that City of Montclair is not in compliance with any such laws, regulations, or Program requirements.
 - J. Permit inspection of its clinical and related facilities by the Clinical Coordinator or other School faculty and staff to evaluate student performance.
 - K. With respect to any professional services performed by students under this Agreement, City of Montclair agrees to inform School and its Clinical Coordinator as follows:
 1. Immediately upon initiation of an investigation into the conduct of a student;
 2. Within five (5) days after receipt of service of a complaint, summons or notice of a claim naming a student; or
 3. Prior to making or accepting a settlement offer in any lawsuit or legal claim in which a student has been named or in which a settlement is being proposed on their behalf.
 - L. When practical, permit City of Montclair's management or other designated personnel to attend meetings of the School's field faculty, or any committee thereof, to coordinate the field internship experience provided for under this Agreement.

- M. Have the right, after consultation with the School, to refuse to accept for further field internship experience any of the School's students who in City of Montclair's judgment are not participating satisfactorily in said Program.
- N. City of Montclair will recommend to the School the withdrawal of a student for reasons including, but not limited to: (a) the achievement, progress, or adjustment of the student does not warrant a continuation at City of Montclair, or (b) the behavior of the student fails to conform to the applicable regulations of County Fire.
- O. City of Montclair reserves the right, exercisable in its discretion after consultation with the School, to exclude any student from its facilities in the event that such person's conduct is deemed objectionable or detrimental, having in mind the proper administration of City of Montclair. City of Montclair does not require the School's authorization or approval to remove any of the School's students from City of Montclair's facilities.
- P. City of Montclair reserves the right to determine where, when and if a student may participate in the provision of care to its patients. City of Montclair will endeavor to utilize students and allow them to utilize as many of their skills in as many situations as possible. However, patient care is paramount and student shall follow City of Montclair's instructions with respect to the provisions of patient care.
- Q. City of Montclair reserves the right to refuse to allow any student to participate in the provision of care at the scene of an emergency where, in company's sole discretion, permitting student to participate would endanger the student, a patient or an employee of City of Montclair or otherwise be inappropriate.

III. INDEMNIFICATION

School agrees to indemnify, defend (with counsel approved by City of Montclair) and hold harmless City of Montclair and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of its obligations under this Agreement.

City of Montclair agrees to indemnify and hold harmless School and its officers, employees, agents and volunteers from any and all claims, actions or losses, damages, and/or liability arising out of its obligations under this Agreement.

In the event School and/or City of Montclair is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this Agreement, School and/or City of Montclair shall indemnify the other to the extent of its comparative fault.

IV. DISCRIMINATION – PROHIBITION.

The School and City of Montclair agree not to discriminate in the selection or acceptance of any student pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, mental or physical disability, age, veteran's status, medical condition (cancer related) as defined in section 12926 of the California Government Code, ancestry, marital status, or citizenship, within the limits imposed by law or Program policy.

V. TERM.

The term of this Agreement shall commence on the Effective Date and this Agreement shall thereafter remain in effect unless terminated by either Party upon thirty (30) days written notice to the other Party, provided however that no termination shall be effective until the end of the District term that is in session at that time.

VI. TERMINATION.

Except as provided in Section V above, this Agreement may be terminated by either party after giving the other party thirty (30) days advance written notice of its intention to so terminate; provided further, however, that any such termination by City of Montclair shall not be effective, at the election of the School, as to any satisfactorily performing student who, at the date of mailing of said notice by the City of Montclair was satisfactorily participating in said Program, until such student has completed the Program for the then current academic quarter or semester.

Written notice, issued pursuant to Paragraphs V and VI by City of Montclair, shall be sent by certified mail to the School faculty member in charge of the Program and a copy of said notice shall be sent to the undersigned School representative identified below.

Written notice to City of Montclair shall be sent by certified mail to the Fire Chief or designee of City of Montclair.

VII. PATIENT RECORDS.

Any and all of County Fire's medical records and charts created at City of Montclair facilities as a result of performance under this Agreement shall be and shall remain the property of City of Montclair. Both during and after the term of this Agreement, the School shall be permitted to inspect and/or duplicate, at School's expense, any individual charts or records which are: (1) necessary to assist in the defense of any malpractice or similar claim; (2) relevant to any disciplinary action; and/or (3) for educational or research purposes. Such inspection and/or duplication shall be permitted and conducted pursuant to commonly accepted standards of patient confidentiality in accordance with applicable federal, state and local laws.

VIII. INTERRUPTION OF SERVICE.

Either party shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, labor disputes, riots, earthquakes, or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. In the event the interruption of a party's services continues for a period in excess of thirty (30) days, the other party shall be the right to terminate this Agreement upon ten (10) days' prior written notice to the other party.

IX. ASSIGNMENTS.

Neither City of Montclair nor the School shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other party.

X. SEVERABILITY.

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of the Agreement, and the remaining provisions shall remain in full force and effective unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

XI. WAIVER.

Waiver by either party of any breach of any provision of this Agreement or warranty of representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

XII. MODIFICATIONS AND AMENDMENTS.

This Agreement may at any time be altered, changed, or amended by mutual written consent of the authorized representatives of both parties.

XIII. USE OF NAME.

Neither party shall use the name of the other without the prior written consent of an authorized representative of the party.

XIV. ENTIRE AGREEMENT.

This Agreement contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter.

XV. NOTICES.

All notices required under this Agreement shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage paid, certified mail, return receipt requested, and addressed as follows:

SCHOOL: Victor Valley Community College District
18422 Bear Valley Road
Victorville, CA 92395-5850

CITY OF MONTCLAIR: Montclair Fire Department
Attn: Fire Chief
P.O. Box 2308
Montclair, CA 91763

XV. GOVERNING LAW

This Agreement is made and entered into the State of California and shall in all respects be interpreted, enforced and governed by and under the laws of the State of California.

XVI. ATTORNEYS' FEES AND COSTS

In any legal action to enforce or declare any party's rights hereunder, each party, including the prevailing party, shall bear its own costs and attorneys' fees. This section shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under the indemnification requirement of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

CITY
City of Montclair

DISTRICT
Victor Valley Community College District

BY: _____
Javier John Dutrey, Mayor
(Authorized signature - sign in blue ink)

BY: _____

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

Dated: _____

Title: _____
(Print or Type)

ATTEST:

Andrea Phillips, City Clerk

Dated: _____

Dated: _____

Address: _____

APPROVED AS TO FORM:

Diane E. Robbins, City Attorney

Dated: _____



CITY COUNCIL AGENDA REPORT

DATE:	FEBRUARY 18, 2020	FILE I.D.:	HSV042
SECTION:	CONSENT - AGREEMENTS	DEPT.:	HUMAN SVCS.
ITEM NO.:	4	PREPARER:	A. COLUNGA
SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NO. 20-16 WITH WALK 'N ROLLERS TO PROVIDE ASSISTANCE CONDUCTING PEDESTRIAN AND BICYCLE SAFETY ACTIVITIES FOR THE CALIFORNIA OFFICE OF TRAFFIC SAFETY GRANT PROGRAM		

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 20-16 with Walk 'N Rollers to provide assistance conducting pedestrian and bicycle safety activities for the California Office of Traffic Safety (OTS) grant program.

BACKGROUND: The purpose of the Healthy Montclair Initiative is to achieve an excellence in quality of life for those who live, work, play, eat, and shop in Montclair. Healthy Montclair defines health as a state of complete physical, mental, and social wellbeing and not merely the absence of disease.

Each year, OTS awards grant funds to implement best practice strategies in an effort to reduce the number of persons killed and injured in crashes involving pedestrians and bicyclists. In September of 2019, the City Council approved Agreement No. 19-86 with OTS for funding to promote bicycle and pedestrian safety to enhance our comprehensive Human Services Department programs that promote community health.

Funds from our approved budget have been allocated for pedestrian and bicycle safety consultants to assist in leading pedestrian and bicycle safety events and activities. The City of Montclair is also preparing a Safe Routes to School (SRTS) Plan and Active Transportation Plan (ATP) with the consultant, KOA, and the Southern California Association of Governments (SCAG). Walk 'N Rollers, a nonprofit organization, is focused on pedestrian and bicycle safety efforts and has worked with communities throughout Southern California. Walk 'N Rollers has also worked with KOA on local safety activities with the City of Ontario. The addition of a consultant to work on this OTS grant in coordination with KOA on SRTS and ATP events will allow the City the opportunity to reach even more community members regarding bicycle and pedestrian safety.

If approved, Walk 'N Rollers will assist with the following: bike skills workshops at the Country Fair Jamboree in June, an education table at National Night Out in August, and various classroom presentations at the Senior Center, Montclair After-School Program, Youth Center, and Summer Camps.

FISCAL IMPACT: There will be no impact on the City's General Fund as a result of this agreement; all costs—\$5,850 in total—will be 100 percent grant-funded through Agreement No. 19-86 with OTS. The term of Agreement No. 20-16 with Rock 'N Rollers is February 18, 2020 to September 30, 2020.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 20-16 with Walk 'N Rollers to provide assistance conducting pedestrian and bicycle safety activities for the California Office of Traffic Safety Grant Program.

CITY OF MONTCLAIR

AGREEMENT FOR CONSULTANT SERVICES

HUMAN SERVICES – PEDESTRIAN & BIKE SAFETY PROGRAM SUPPORT

THIS AGREEMENT is made and effective as of February 18, 2020 between the City of Montclair, a municipal corporation (“City”) and Walk ‘n Rollers, a non-profit 501(c)3 corporation, Tax I.D. 82-5421547 (“Consultant”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on February 18, 2020 and shall remain and continue in effect for a period of seven (7) months until tasks described herein are completed, but in no event later than September 30, 2020 unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

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

3. **PERFORMANCE**

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

4. **CITY MANAGEMENT**

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

5. **PAYMENT**

(a) The City agrees to pay Consultant upon satisfactory completion of the tasks described in Exhibit A, in accordance with the payment rates and terms and the schedule of deliverable tasks as set forth in Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full. This amount is subject to receipt of grant funding

and shall not exceed \$5,850.00 for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

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

(c) Consultant will submit invoices monthly for actual services performed. Said invoices shall detail all costs by program. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of the Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

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

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant on a pro-rata basis the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 5(c).

7. DEFAULT OF CONSULTANT

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating

Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the City Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. OWNERSHIP OF DOCUMENTS

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

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

9. INDEMNIFICATION

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or

omission of Consultant, its officers, agents, employees or subconsultants (or any entity or individual that consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney’s fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subconsultants of Consultant. Said indemnification shall include any claim that Consultant, or Consultant’s employees or agents, are considered to be employees of the City or are entitled to any employee benefits from City, including but not limited to those available under Public Employees Retirement Law.

(c) General Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subconsultant or other person or entity involved by, for, with, or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or this section. These indemnification provisions are independent of and shall not in any way be limited by the insurance requirements of this Agreement. City approval of the insurance required by this Agreement does not in any way relieve the Consultant from liability under this section.”

10. INSURANCE

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

- (1) **Commercial General Liability (CGL):** Commercial general liability insurance which affords coverage at least as broad as Insurance Services Office “occurrence” form GC 00 01, with minimum limits of at least \$1,000,000 per occurrence for bodily injury, personal injury and property damage, and \$2,000,000 aggregate total bodily injury, personal injury and property damage. Commercial General Liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement.

- (2) **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1), including owned, non-owned and hired autos, or the exact equivalent, with minimum limits of \$100,000 for bodily injury and property damage, each accident. If Consultant owns no vehicles, auto liability coverage may be provided by means of a non-owned and hired auto endorsement to the general liability policy. Automobile liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement.
- (3) **Professional Liability:** Professional Liability Insurance with minimum limits of \$1,000,000 each claim. Covered professional services shall specifically include all work to be performed under the contract and delete any exclusion that may potentially affect the work to be performed.
- (4) **Workers’ Compensation:** If applicable, Workers’ Compensation Insurance, as required by the State of California and Employer’s Liability Insurance with a limit of not less than \$1,000,000 each accident for bodily injury and \$1,000,000 each employee for bodily injury by disease.

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

- (1) The insurance coverages required by Section (a)(1) Commercial General Liability and (a)(2) Automobile Liability Insurance shall contain the following provisions or be endorsed to provide the following:

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

Additional Insured Endorsements shall not:

- 1. Be limited to “Ongoing Operations”
- 2. Exclude “Contractual Liability”
- 3. Restrict coverage to the “Sole” liability of consultant
- 4. Exclude “Third-Party-Over Actions”
- 5. Contain any other exclusion contrary to the Contract)

Primary Insurance: This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

- (2) The policy or policies of insurance required by Section (a)(4-2) Workers' Compensation shall be endorsed, as follows:

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

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

(d) Waiver of Subrogation. Required insurance coverages shall not prohibit Consultant from waiving the right of subrogation prior to a loss. Consultant shall waive all rights of subrogation against the indemnified parties and Policies shall contain or be endorsed to contain such a provision.

(e) Evidence of Insurance. The Consultant, concurrently with the execution of the contract, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

(f) Deductible or Self-Insured Retention. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

(g) Contractual Liability. The coverage provided shall apply to the obligations assumed by the Consultant under the indemnity provisions of this contract.

(h) Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Contract. In addition, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

(i) Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do

business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing in accordance with the City.

(j) Claims Made Policies. If coverage is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial Consultant's Contract with the City and continuous coverage shall be maintained or an extended reporting period shall be exercised for a period of at least three (3) years from termination or expiration of this Contract. Upon expiration or termination of coverage of required insurance, Consultant shall procure and submit to City evidence of "tail" coverage or an extended reporting coverage period endorsement for the period of at least three (3) years from the time that all work under this contract is completed.

(k) Insurance for Subconsultants. Consultant shall be responsible for causing Subconsultants to purchase the same types and limits of insurance in compliance with the terms of this Contract/Agreement, including adding the City as an Additional Insured to the Subconsultant's policies.

(l) Insurance Obligations of Consultant. The insurance obligations under this contract shall be: (1) all the insurance coverage and/or limits carried by or available to the Consultant; or (2) the minimum insurance coverage requirements and/or limits shown in this contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum insurance requirements of this contract are sufficient to cover the obligations of the Consultant under this contract.

11. INDEPENDENT CONTRACTOR

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

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

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

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

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

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

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

16. NOTICES

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

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

To Consultant: Walk ‘n Rollers
8800 Venice Blvd., Suite 301
Los Angeles, CA 90034
310-204-4346
www.walkmorebikemore.org

17. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City.

18. LICENSES

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

19. MEDIA REQUIREMENTS

Consultant shall use the following standard language in all press, media, and printed materials: "Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration." Space permitting, include the OTS logo, on grant-funded print materials; consult the City or your OTS Coordinator for specifics and format-appropriate logos.

20. CERTIFICATIONS AND ASSURANCES REQUIRED UNDER HIGHWAY SAFETY GRANTS

Consultant hereby agrees to be bound by the requirements contained hereunder Exhibit B as required by the City's Grant Agreement No. PS20014 with the State of California – Office of Traffic Safety.

21. GOVERNING LAW

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

22. ENTIRE AGREEMENT

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

23. CONFIDENTIALITY

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

24. DISCRIMINATION

The Consultant agrees that no person shall be excluded from employment in the performance of this Agreement on grounds of race, creed, color, sex, age, marital status,

or place of national origin. In this connection, the Consultant agrees to comply with all County, State and Federal laws relating to equal employment opportunity rights.

25. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CITY

City of Montclair
A Municipal Corporation

CONSULTANT

Walk 'n Rollers
A Non-Profit 501(c)3 Corporation

By: _____
Javier John Dutrey, Mayor

By: _____
Name/Title:

Date: _____

Date: _____

Attest:

By: _____
Andrea M. Phillips, City Clerk

By: _____
Name/Title:

Date: _____

Date: _____

Approved as to Form:

By: _____
Diane E. Robbins, City Attorney

Date: _____

EXHIBIT A

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

Task Description	Fee
Task 1: Country Fair Jamboree Bike Skills Workshop (Rodeo) – June 6, 2020. Up to 4-hour activity featuring skills course, helmet fitting and bike repair on site for youth during BMX competition.	\$2,100.00
Task 2: National Night Out Education Distribution – August 4, 2020. Tabling at National Night Out event to create awareness on safe cycling, promote upcoming events and procure existing educational materials.	\$750.00
Task 3: Classroom Presentations and Workshops	
a) March 30, 2020: Seniors Walkers Club Presentation on pedestrian safety and walking tour.	\$750.00
b) May 6, 2020: San Antonio Vista Residents Presentation on bicycle safety for residents and students and bike repair workshop	\$750.00
c) June 17, 2020: Summer Camp Workshops – Age appropriate workshops on pedestrian and bicycle safety.	\$750.00
d) September 17, 2020: Youth Center Presentation on bicycle safety for students and bike repair workshop.	\$750.00
Total Task Fees	\$5,850.00

Following task satisfactory task completion, Consultant shall provide an invoice no later than the 5th of the following month to Alyssa Colunga, Administrative Analyst acolunga@cityofmontclair.org, along with a written accounting and confirmation of tasks performed.

EXHIBIT B

During the term of this Agreement and in accordance with Section 20, **CONSULTANT** shall comply with the following:

**CERTIFICATIONS AND
ASSURANCES HIGHWAY
SAFETY GRANTS
(23 U.S.C. CHAPTER 4 AND SEC. 1906, PUB. L. 109-59, AS**

Failure to comply with applicable Federal statutes, regulations, and directives may subject Grantee Agency officials to civil or criminal penalties and/or place the State in a high-risk grantee status in accordance with 49 CFR §18.12.

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended
- 49 CFR Part 18—Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 23 CFR Part 1300—Uniform Procedures for State Highway Safety Grant Programs

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low- Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The State highway safety agency —

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;

- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

“During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non- discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.”

POLITICAL ACTIVITY (HATCH ACT)

(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but

is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters- Primary Tier Covered Transactions

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

LAW ENFORCEMENT AGENCIES

All subrecipient law enforcement agencies shall comply with California law regarding profiling. Penal Code section 13519.4, subdivision (e), defines “racial profiling” as the “practice of detaining a suspect based on a broad set of criteria which casts suspicion on an entire class of people without any individualized suspicion of the particular person being stopped.” Then, subdivision (f) of that section goes on to provide, “A law enforcement officer shall not engage in racial profiling.”

**MINUTES OF THE MEETING OF THE MONTCLAIR
PERSONNEL COMMITTEE HELD ON MONDAY,
FEBRUARY 3, 2020, AT 7:55 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 7:55 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 January 21, 2020.

Moved by Council Member Ruh, seconded by Mayor Pro Tem Raft, and carried unanimously to approve the minutes of the Personnel Committee meeting of January 21, 2020.

IV. PUBLIC COMMENT - None

V. CLOSED SESSION


At 7:56 p.m., the Personnel Committee went into Closed Session regarding personnel matters related to appointments, resignations/terminations, and evaluations of employee performance.

At 8:13 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 8:13 p.m., Mayor Pro Tem Raft adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Edward C. Starr
City Manager

MINUTES OF THE REGULAR JOINT MEETING OF THE MONTCLAIR CITY COUNCIL, SUCCESSOR AGENCY AND MONTCLAIR HOUSING CORPORATION BOARDS, MONTCLAIR HOUSING AUTHORITY COMMISSION, AND MONTCLAIR COMMUNITY FOUNDATION BOARD HELD ON MONDAY, FEBRUARY 3, 2020, AT 7:00 P.M. IN THE CITY COUNCIL CHAMBERS, 5111 BENITO STREET, MONTCLAIR, CALIFORNIA

I. CALL TO ORDER

Mayor/Chair Dutrey called the meeting to order at 7:00 p.m.

II. INVOCATION

Pastor Jason Terpack, Montclair Christian Church, gave the invocation.

III. PLEDGE OF ALLEGIANCE

Council Member Johnson led those assembled in the Pledge.

IV. ROLL CALL

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

City Manager/Executive Director Starr; Director of Administrative Services and Human Resources Hamilton; Finance Manager Kulbeck; Public Works Director/City Engineer Castillo; Community Development Director Diaz; Assistant Director of Economic & Community Development Caldwell; City Attorney Robbins; City Clerk Phillips

V. PRESENTATIONS

A. **Recognition of Ramona Elementary School on its Designation as a 2020 California Distinguished School**

Mayor Dutrey and the City Council presented a Certificate of Recognition to **Ramona Elementary School Principal Ricky Ramirez** and commended the dedication and teamwork of the teachers and staff. Also present in support of Ramona Elementary School were **Ontario Montclair School District Superintendent Dr. James Hammond** and **OMSD Board President Elvia Rivas**.

VI. PUBLIC COMMENT

A. **Mr. Alfred Cervantes**, resident, requested permit parking be implemented for residents on Lindero Avenue due to the residents and visitors to the nearby **Paseos** apartment complex parking in front of the homes. He stated he feels unfamiliar cars parking in the neighborhood has created an unsafe environment, adding his home was robbed last night while he was at a **Super Bowl** party. He also requested code enforcement to investigate the vacant property adjacent to his home and cite the owners due to trash and overgrown vegetation.

B. **Mr. Loren Martens**, resident, requested improvements to the lighting conditions at night on Ramona Avenue between Holt Boulevard and Kingsley Street, noting several factors including parked cars and overgrown trees block the streetlights, making it difficult for drivers to see pedestrians. He also requested the police increase enforcement at **Montclair High School** due to parents illegally parking and performing dangerous and illegal maneuvers after dropping off their children.

C. **Ms. Sousan Elias**, resident and owner of **Dragon's Tale Brewery**, stated she has resigned as a Board Member of the **Montclair Chamber of Commerce**, due to nepotism and unfair business practices. **Ms. Elias** stated that the banner she purchased through Chamber's street banner advertising program to advertise her business was relocated and replaced by a car dealership's signs without her permission.

- D. **Mr. David Calloway**, resident, reported potholes on Monte Vista Avenue at the Interstate 10 Freeway. He noted he has also experiences the same traffic issues referred to by **Mr. Martens**, only the location is at **Moreno Elementary School**.
- E. **Ms. Julie Leyba**, Field Assistant, Office of **U.S. Representative Norma Torres, 35th Congressional District**, provided an update on the Congresswoman's activities. She noted **Congresswoman Torres** remained involved by demanding answers during the reports of a flight from Wuhan, China, heading for **Ontario International Airport**, which was ultimately rerouted to land at **March Airforce Base** due to concerns about the potential spread of the **Coronavirus**. She reported on two upcoming events hosted by **Congresswoman Torres**:
- Appropriations Process Workshop for Cities & Special Districts* – Thursday, February 20, from 10:00 to 11:30 a.m. at the **Ontario Police Department**.
- IRS Tax Return Assistance Event* – Saturday, March 28, at the **Pomona Public Library**.
- Ms. Leyba** requested those interested in attending call the District Office at (909) 481-6474 for more information and to RSVP.
- F. **Ms. Yesenia Flores**, resident, complained about parking availability on her street due to **Paseos** resident and visitor parking overflow. She claimed that while the **Paseos** apartments were being constructed, she was assured there would not be windows with a clear view of her back yard; however, that is not the case.

VII. **PUBLIC HEARINGS** — None

VIII. **CONSENT CALENDAR**

Mayor Dutrey pulled Item C-1 for public comment.

Moved by Council Member/Director Ruh, seconded by Mayor Pro Tem/Vice Chair Raft, and carried unanimously 5-0 that the City Council approve the remainder of the Consent Calendar as presented:

A. **Approval of Minutes**

1. **Regular Joint Meeting — January 21, 2020**

The City Council, Successor Agency Board of Directors, Montclair Housing Corporation Board of Directors, Montclair Housing Authority Commissioners, and Montclair Community Foundation Board of Directors approved the minutes of the January 21, 2020 regular joint meeting.

B. **Administrative Reports**

1. **Setting a Public Hearing to Consider Prioritization of Funding for Fiscal Year 2020–2021 Community Development Block Grant Projects on Tuesday, February 18, 2020, at 7:00 p.m. in the City Council Chambers**

The City Council set a public hearing to consider prioritization of funding for Fiscal Year 2020–2021 Community Development Block Grant Projects on Tuesday, February 18, 2020, at 7:00 p.m. in the City Council Chambers.

2. **Approval of City Warrant Register & Payroll Documentation**

The City Council approved the City Warrant Register dated February 3, 2020, totaling \$781,370.17; and the Payroll Documentation dated January 5, 2020, amounting to \$582,618.70 gross, with \$404,943.77 net being the total cash disbursement.

C. Agreements

2. **Approval of Agreement No. 20-09, a Landscape Maintenance Agreement with Caltrans for the Central Avenue Rehabilitation Phase 1 Project**

The City Council approved *Agreement No. 20-09*, a Landscape Maintenance Agreement with Caltrans for the Central Avenue Rehabilitation Phase 1 Project.

D. Resolutions

1. **Adoption of Resolution No. 20-3259 Authorizing Placement of Liens on Certain Properties for Delinquent Sewer and Trash Charges**

The City Council adopted Resolution No. 20-3259 authorizing placement of liens on certain properties for delinquent sewer and trash charges.

IX. PULLED CONSENT CALENDAR ITEMS

C. Agreements

1. **Approval of Agreement No. 20-06-I-104, an Irrevocable Annexation Agreement with Mission 42 LLC for a Multi-Unit Residential Development Project Located at 5553 Mission Blvd., Ontario (Assessor's Parcel No. 1011-351-02-0000)**

Ms. Sousan Elias, resident, referring to an *Inland Valley Daily Bulletin* article from December, criticized the City for allowing high-end condos to be built on the subject property rather than increasing the more affordable housing stock that would better serve the area's workforce.

Mayor Dutrey advised this contract simply allows the property to connect to the City's sewer system, and that the project itself is located on unincorporated County territory and was approved by the County Board of Supervisors.

Moved by Mayor Dutrey, seconded by Mayor Pro Tem Raft, and carried unanimously 5-0, the City Council approved *Agreement No. 20-06-I-104*, an Irrevocable Annexation Agreement with Mission 42 LLC for a multi-unit residential development project located at 5553 Mission Boulevard, Ontario.

X. COMMUNICATIONS

A. City Department Reports

1. **Police Department**

Executive Director of Public Safety/Police Chief Avels announced this year's Battle of the Badges Blood Drive will take place on Tuesday, February 18, from 2:00 to 8:00 p.m.

Captain Reed announced the Montclair Police Department's launch of its social media campaign including a **Facebook** and **Instagram** account to engage with the community. He encouraged everyone to "like" and "follow" the pages.

B. **City Attorney** — None

C. **City Manager/Executive Director** — None

D. **Mayor/Chair**

Mayor/Chair Dutrey made the following comments:

1. He stated he is confident that support for building light rail service via the **Los Angeles Metro Gold Line** to its originally planned terminus of Montclair and ultimately all the way to the **Ontario International Airport (ONT)** is strong throughout San Bernardino County, and declared that **San Bernardino County**

Transportation Authority (SBCTA) has indicated it has no plans to reallocate the funding for the Montclair segment to other projects. He thanked **Assembly Member Chris Holden** for drafting legislation, AB 2011, which would create a new construction authority specifically to get the **Gold Line to ONT**; however, he urged the City give Ontario a chance to review the legislation before declaring a position.

2. He stated SB 50 was just defeated in the state's Senate, which would have prevented cities from regulating the manner and location of new high density housing construction around transit and job centers. He noted Montclair has done a lot for affordable housing over the past two decades including several low-income housing projects through **National Community Renaissance**, high-density housing projects, and 98 low-income rental units owned by the City and managed by the City's Housing Corporation.
3. He reported the City completed its Point-In-Time count last week, where he and City staff counted 37 homeless individuals living in Montclair, 11 of whom were sheltered.
4. He reported he will be absent at the March 16th Council meeting.
5. He congratulated the **Vernon Middle School Panthers** football team for their recent wins.
6. He complimented the **Chamber of Commerce's** new banners that were recently put up.
7. He requested tonight's meeting be adjourned in memory of **Mrs. Dona Decoteau**, wife of former **Planning Commissioner Frank Decoteau**.

E. City Council/Successor Agency Board/MHC Board/MHA Board/MCF Board

1. Council Member/Director Johnson stated she attended the **League of California Cities** Mayors and Council Members Conference, where she learned from several of her colleagues that many cities do not have their own Police and Fire Departments, and some do not even have public transportation options like what is available to Montclair residents.
2. Council Member/Director Ruh made the following comments:
 - (a) He attended a recent workshop hosted by **Congresswoman Torres** in Pomona, which also covered federal funding allocations, and recommended City staff attend her upcoming event in Ontario.
 - (b) He noted he recently spoke with **Los Angeles County Supervisor Kathryn Barber**, who agrees that freeways are not the answer and getting the **Gold Line to ONT** will benefit the entire region.
 - (c) He stated he was in support of SB 50, and feels developers need to focus on developing housing for the communities that already live and work there. He stated he hopes creative solutions like prefabricated housing become more commonplace to address the state's affordable housing shortage.

F. Committee Meeting Minutes

1. Minutes of Public Works Committee Meeting of December 19, 2019

The City Council received and filed the minutes of the Public Works Committee meeting of December 19, 2019, for informational purposes.

2. **Minutes of Personnel Committee Meeting of January 21, 2020**

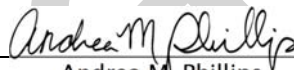
The City Council received and filed the minutes of the Personnel Committee meeting of January 21, 2020, for informational purposes.

XI. **ADJOURNMENT**

At 7:51 p.m., Mayor/Chair Dutrey adjourned the City Council, Successor Agency Board, Montclair Housing Corporation Board, Montclair Housing Authority Commissioners, and Montclair Community Foundation Board.

The meeting was adjourned in memory of **Mrs. Dona Decoteau**, wife of former Planning Commissioner **Frank Decoteau**.

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



Andrea M. Phillips
City Clerk

PENDING APPROVAL